



AGENDA

REGULAR MEETING OF THE HEMET CITY COUNCIL

June 12, 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

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.

1. Conference with Labor Negotiators

Pursuant to Government Code section 54957.6

Agency designated representatives: City Manager Nakamura

Employee organization:

Service Employees International Union (SEIU) General Employees
Communications Workers of America (CWA) Non-Sworn Police Employees
Hemet Fire Fighters Association
Hemet Police Officers Association
Hemet Police Management Association
Hemet Mid-Managers Association
Administrative Personnel
At-Will Employees

Work Study

Discussion regarding these items, with possible direction to staff

2. Introduction of Preliminary Fiscal Year 2012-13 Budget - Deputy City Manager/Administrative Service Director Conrad
 3. Fire Department Update - Fire Chief Morris
-

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

4. Conference with Labor Negotiators
Pursuant to Government Code section 54957.6
Agency designated representatives: City Manager Nakamura
Employee organization:
 - Service Employees International Union (SEIU) General Employees
 - Communications Workers of America (CWA) Non-Sworn Police Employees
 - Hemet Fire Fighters Association
 - Hemet Police Officers Association
 - Hemet Police Management Association
 - Hemet Mid-Managers Association
 - Administrative Personnel
 - At-Will Employees
-

Presentations

5. Recognize Prince of Peace for donation to the City's Armed Forces Banner Program
 6. Recognition of the 2012 Riverside County Team Chess Champions - Hemet High School
 7. Recognize West Valley High School Student Karen Villegas
-

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. **Recommendation by Council Member Smith** - Library Board Re -appointment
 - a. Re-Appoint Stefan Moses to Seat 5 on the Library Board to fill the term expiration. The three year term will expire June 2015.
9. **Approval of Minutes** - May 22, 2012
10. **Receive and File** - Warrant Register
 - a. Warrant register dated May 17, 2012. Payroll for the period of April 30, 2012 to May 13, 2012 was \$569,301.17.
11. **Recommendation by City Manager** - Side Letter Agreements with Hemet Mid-Managers Association and Hemet Police Officers Association.
 - a. Authorize a Side-Letter Agreement with the Hemet Mid-Managers Association (HMMA) for the Building Official position to be represented by their general unit. The position is exempt, and is therefore not entitled to overtime; and
 - b. Authorize a Side-Letter Agreement with the Hemet Police Officers Association (HPOA) for a cap on employee health insurance costs, in the amount of \$1,028.21, for all HPOA members.

12. **Recommendation by City Clerk** - Calling Municipal Election
 - a. Adopt a resolution calling a consolidated Municipal Election for November 6, 2012 and requesting that the County of Riverside conduct the election.
Resolution Bill No. 12-044

13. **Recommendation by City Clerk** - Adopting Regulations for Candidate's Statements
 - a. Adopt a resolution adopting regulations for candidates for elective office pertaining to candidate's statements and the costs incurred.
Resolution Bill No. 12-045

14. **Recommendation by Community Development** - Zone Change No. 12-001 Esplanade Commerce Center
 - a. Adopt an ordinance approving Zone Change No. 12-001 changing the zoning designation from M-1 (Light Manufacturing) to C-M (Commercial Manufacturing) on the northwest portion of a parcel located on the south side of Esplanade Avenue, west of State Street (APN: 439-030-021)
Ordinance Bill No. 12-040

15. **Recommendation by Community Development Department** - Zoning Ordinance Amendment No. 12-002 - Boarding Houses, Group Homes and Reasonable Accommodations
 - a. Adopt an ordinance adopting Zoning Ordinance Amendment No. 12-002 regarding zoning and development regulations for Boarding House, Group Homes and Reasonable Accommodation procedures.
Ordinance Bill No. 12-034

16. **Recommendation by Engineering** - Award of Bid for the Sanitary Sewer Replacement at St. John's Place, City Project No. 5575
 - a. Award the contract to the lowest, responsible bidder, T.B.U., Inc. For the Sewer Replacement at St. John's Place, CIP 5575 in the amount of \$228,422.50 and 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 \$228,422.50 in Fund No. 254-5575-5500 for the cost of construction and \$30,000 in Fund No. 254-5575-2710 for geotechnical testing and surveying. The total cost of the project is estimated to be \$258,422.50.

17. **Recommendation b Engineering** - Consultant Services Agreement with Riverside County Department of Health Injury Prevention Services for the Safe Routes to School Project CIP 5548 Intersection Improvements at Menlo and Cawston Avenues.
 - a. Approve a consultant services agreement with Riverside County Department of Health Injury Prevention Services in the amount of \$55,000 and establish budget in Fund No. 329-5548-2710; and
 - b. Authorize the City Manager to execute a consultant services agreement with Riverside County Department of Health Injury Prevention Services to perform the educational component for the Safe Routes to School Project CIP 5548.

 18. **Recommendation by Administrative Services** - Landscape Maintenance Agreement with Prince of Peace Lutheran Church
 - a. Authorize the City Manager to execute the Landscape Maintenance Agreement between the City of Hemet and Prince of Peace Lutheran Church.

 19. **Recommendation by Public Works** - City-County Payment Program for Fiscal Year 2011/2012 through the State of California Department of Recycling Resources and Recovery - Supplemental Appropriation
 - a. Accept funding award in the amount of \$21,609 from the State of California, Department of Recycling Resources and Recovery, through the 2011/2012 City/County Payment Program; and
 - b. Authorize the Deputy City Manager/Administrative Services Director to record revenues to the Miscellaneous Recyclables (Account #553-0454) in the amount of \$21,609; and
 - c. Establish operating budget of \$21,609 in Integrated Waste Management Fund 553-4500-2801 for miscellaneous litter abatement and for the purchase of playground equipment manufactured from recycled materials.

 20. **Recommendation by Fire Department** - Temporary Lease of a Public Fire Station to American Medical Response
 - a. Authorize the City Manager to sign an agreement for Temporary Lease of a Public Fire Station to American Medical Response.
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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.

21. **Weed Abatement** - Fire Chief Morris
 - a. Conduct a public hearing to hear protests and objection to the proposed removal of weeds, rubbish and refuse per Resolution No. 4500.
-

Discussion/Action Items

22. **Revise Library Rules of Conduct and Setting Fines for Violations of the Library Rules of Conduct** - Assistant City Manager Orme
 - a. Introduce, read by title only and waive further reading of an ordinance Section 42-1.5 to the Hemet Municipal Code, relating to the purpose of the Library, and amending Section 42-3 of the Hemet Municipal Code, modifying the Library Rules of Conduct. **Ordinance Bill No. 12-042**; and
 - b. Adopt a resolution setting the fines to be assessed for violation of the Hemet Public Library Rules of Conduct. **Resolution Bill No. 12-043**
 23. **First Amendment to the Exclusive Franchise Agreement for Comprehensive Refuse Service with CR&R, Incorporated** - City Manager Nakamura
 - a. Adopt a resolution approving the First Amendment to the Exclusive Franchise Agreement for Comprehensive Refuse Service with CR&R, Incorporated. **Resolution Bill No. 12-047**
-

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

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
8. Hemet ROCS Citizens Advisory Committee (CAC)

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
6. Hemet ROCS Citizens Advisory Committee (CAC)

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
2. Veteran's Day Committee

G. Town Hall Meetings

H. City Manager Nakamura

1. Manager's Reports
2. City Council Meeting Schedule for July and August

Recess to Housing Authority Meeting

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, June 26, 2012 at 7:00 p.m. for considerations of items placed on that agenda. The next regular meeting will be held, July 10, 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.



Staff Report

TO: Honorable Mayor and Members of the City Council
FROM: Larry Smith, Council Member
DATE: June 12, 2012
RE: Library Board Re-appointment

RECOMMENDATION:

Council Member Smith respectfully recommends that the City Council re-appoint Stefan Moses to Seat 5 on the Library Board in order to fill the term expiration. The three year term will expire June 2015.

BACKGROUND:

Mr. Moses has been on the Library Board since 2004, serving as the President since 2008. Mr. Moses has 17 years of experience as an Executive Director of the California Library Association and consulting experience to the State Library of New York.

ANALYSIS:

Mr. Moses has enjoyed serving as a Trustee these past years and feels that he can continue to make a contribution in guiding the Library these difficult times. I feel that Mr. Moses will continue to be an asset on the Board and respectfully recommend re-appoint.

Respectfully submitted,

Larry Smith
Council Member

Stefan B. Moses
2200 W. Acacia Avenue, Apt. W101
Hemet, California 92545

STATEMENT OF INTEREST IN LIBRARY BOARD,
HEMET PUBLIC LIBRARY

I have had an abiding interest in public libraries since first working as a librarian over fifty years ago. The role of public libraries in the political process, the relationships between library boards and their communities, and the function of libraries as community agencies have been the particular areas with which I have been concerned. More specifically, I feel my interests and contributions have been in the education and broadening of library trustees' knowledge and understanding of their role. I helped to design and present programs and workshops for library board members and trustees while in New York State.

During the time I was with the California Library Association I helped in establishing the California Association for Library Trustees and Commissioners (CALTAC), and with planning conference programs specifically designed for the needs of library board members.

With this knowledge and experience, I believe I can continue to be a productive library board member serving the City of Hemet in this capacity.

Stefan B. Moses
2200 W. Acacia Avenue, Apt. W101
Hemet, CA 92545
Resume

Library Trustee, Hemet Public Library, 2004 - present

Appointed to the Hemet Public Library Board of Trustees and served as President of the Board 2008-2011.

Resident Representative of The Village to the partnership of Freedom Properties, 2004 - present.

This is the group of partners who wholly own The Village and its sister property, Freedom Village (in Lake Forest). As representative I attend all meetings, speak on behalf of the residents viewpoint, receive all information made available.

Board Member, California Continuing Care Residents Association ("CALCRA"), Elected 2004, reelected 2008.

This is a statewide 501.(C)(4) organization representing the residents of 78 CCRCs dedicated to maintaining and initiating regulations that protect the interests of CCRC residents. CALCRA works with the Legislature, state government agencies and industry provider groups.

Escapees, Inc. National Advisory Board, 1988-1992

Participated in long-range planning, policies and implementation for national RV owners organization with 50,000 members.

Executive Director, California Library Association, 1969-1986.

Directed office in Sacramento, managed finances, Registered Lobbyist, managed conferences, directed service to members, organized and arranged meetings for Council and facilitated the actions of Council. In 1971-72 conducted a study of prison library services among the then-16 California State Correctional Institutions at the request of Corrections Director Ray Procnier.

Consultant, Arthur D. Little, Inc. 1968-1969.

Investigated and evaluated library services in New Mexico, Virginia, and North Carolina. Investigated and evaluated training for early childhood education in 13 states for the Appalachian Regional Commission, Washington, D.C.

Library Consultant, State Library of New York. 1962-1968.

Supervised and advised 200 small libraries in New York State. Managed State Library for the Blind, served as consultant for institutional libraries for the New York State Departments of Corrections and Mental Hygiene.

#9



MINUTES

REGULAR MEETING OF THE HEMET CITY COUNCIL

May 22, 2012

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 Pro Tem Foreman called the meeting to order at 6:00 p.m.

Roll Call

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

ABSENT: Mayor Youssef

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

Work Study

Discussion regarding this item, with possible direction to staff

1. Drug Prevention Program - Muriel Dufresne, Golden Era
Muriel Dufresne, Golden Era, showed the City Council the Public Service Announcements entitled "The Truth About Drugs" from the "Foundation for a Drug Free World". The videos were produced by Golden Era. Literature and materials are available on the website at www.drugfreeworld.com.

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 6:06 p.m.

2. Conference with Real Property Negotiators
 Pursuant to Government Code section 54956.8
 Property: *222 E. Florida Avenue APN: 443-232-009*
 Agency negotiator: *City Manager Nakamura*
 Property Owner: *Sheriff Issa*
 Under discussion: *Acquisition, Price and Terms*

3. Conference with Legal Counsel - Existing Litigation
Pursuant to Government Code section 54956.9(a)
Names of case: *Tounget v. City of Hemet RIC1111811*
-

REGULAR SESSION

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

Call to Order

Mayor Pro Tem Foreman called the meeting to order at 7:04 p.m.

Roll Call

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

ABSENT: Mayor Youssef

Council Member Franchville moved and Council Member Krupa seconded a motion to excuse Mayor Youssef. Motion carried 4-0.

OTHERS PRESENT: City Manager Nakamura, City Attorney Vail and City Clerk McComas

Invocation

Invocation was given by Marsha Walker, Hemet-San Jacinto Interfaith Council.

Pledge of Allegiance

Pledge of Allegiance was led by Council Member Franchville.

City Attorney Closed Session Report

4. Conference with Real Property Negotiators
Pursuant to Government Code section 54956.8
Property: *222 E. Florida Avenue APN: 443-232-009*
Agency negotiator: *City Manager Nakamura*
Property Owner: *Sheriff Issa*
Under discussion: *Acquisition, Price and Terms*

The City Council discussed this property with the agency negotiator. There was no direction given at this time. There was no additional reportable action.

5. Conference with Legal Counsel - Existing Litigation
Pursuant to Government Code section 54956.9(a)
Names of case: *Toungel v. City of Hemet RIC1111811*

The City Attorney gave the City Council an update on this case. There was no additional reportable action.

City Council Business Consent Calendar

6. **Approval of Minutes** - May 8, 2012
7. **Receive and File** - Warrant Registers
 - a. Warrant registers dated May 3, 2012 and May 7, 2012. Payroll for the period of April 16, 2012 to April 29, 2012 was \$594,301.03
8. **Recommendation by City Treasurer** - Revisions to Investment Policy
 - a. Adopt a resolution ordering the revision of the City of Hemet Investment Policy. **Resolution No. 4499**
9. **Recommendation by Engineering** - Encroachment Easement - Tract 31808 Rancho Diamante - Pulte Home Corporation
 - a. Grant a perpetual, non-exclusive encroachment easement over Lot B (Camino Sueno) of Tract 31808, for sound wall purposes; and
 - b. Authorize the City Clerk to record it with the County of Riverside Recorder's Office.
10. **Recommendation by Community Development** - Municipal Code Amendment No. 12-002 regulating Drug and Gang-Related Nuisance Activities on residential properties
 - a. Adopt an ordinance adding Article III (Drug and Gang-Related Nuisance on Residential Property) to Chapter 46 (Offenses and Miscellaneous Provisions) of the Hemet Municipal Code, an element of Hemet Restoring Our Community Strategy (Hemet ROCS) Program. **Ordinance No. 1849**
11. **Recommendation by Community Development** - Municipal Code Amendment No. 12-003 regarding the Abatement of Chronic Nuisance Properties
 - a. Adopt an ordinance adding Article IV (Abatement of Chronic Nuisance Properties) to Chapter 48 (Offences and Miscellaneous Provisions) to the Hemet Municipal Code, an element of the Hemet Restoring Our Community Strategy (Hemet ROCS) Program. **Ordinance No. 1850**

12. **Recommendation by Fire Department - Acceptance of the 2011 Riverside County Community Health Agency Grant (CHOG)**
 - a. Accept the grant from the Riverside County Community Health Agency in the amount of \$67,000 for the period of November 18, 2011 through January 30, 2014; and
 - b. Amend the budget in the Public Safety Grant Fund #232 from the current \$67,000 to reflect the award amount of \$67,000 to cover the cost of training and the purchase of hazardous materials mitigation equipment.

13. **Recommendation by Police Department -2012 Federal Justice Assistance Grant (JAG) Radio Replacement Project**
 - a. Accept the 2012 Edward Byrne Memorial Justice Assistance Grant Program - Local Solicitation in the amount of \$29,915.

14. **Recommendation by Fire Department - Weed Abatement**
 - a. Adopt a resolution declaring that weeds, rubbish and refuse upon parkways or private property within the City as a hazardous condition and require the abatement of weeds, rubbish and refuse on properties as identified. This resolution will set a public hearing on at the regularly scheduled meeting of the City Council on June 12, 2012. **Resolution No. 4500**

Item No. 15 was removed from the Consent Calendar. **Council Member Smith moved and Council Member Franchville seconded a motion to approve the remaining Consent Calendar items as presented. Motion carried 4-0.**

Item No. 14

CW Cecchi, Hemet, asked who will determine what is rubbish and when the weeds are considered a hazard.

Chief Morris, for the last twelve years we have adopted resolutions regarding weed abatement for vacant lots with weeds, grasses and trash that might move fire fields to neighboring dwellings. The City has hired a contractor to help make this determination. The City will provide notices and then perform the work if not completed by the property owner. The City will then place a lien on the property for the cost to provide the service.

Kenneth Baker, Hemet, asked if this resolution applies to vacant homes or rentals.

Chief Morris, this resolution only pertains to weed abatement issues on vacant lots or in parkways. Code Enforcement has the ability to enforce clean up of vacant and or occupied homes.

Council Member Krupa moved and Council Member Smith seconded a motion to approve this item as presented. Motion carried 4-0.

Communications From the Public

Joy Ward, Hemet, thanked the City Council for the Armed Forces Banners on Florida Avenue.

Patrick Barron, Hemet, expressed concern with the condition of Anderson Drive and Mel Christ Lane and distributed a request for repairs signed by a number of residents. The street was first installed in 1962, since then the streets have only been patched and never repaved.

Mr. Barron was referred to the City Manager's Office for assistance.

Paula Orloff, Hemet, presented a written request to the City Council to consider adopting a resolution recommending expansion of the Nuclear Power Plant Emergency Zone. The current zone is only 10 miles. The City of Hemet is 40 miles from San Onofre power plant and Hemet residents would not be notified in the event of an emergency. Previous nuclear events show that this radius is inadequate.

The request was given to the City Manager for review by staff.

Public Hearings

15. **Zone Change No. 12-001 Esplanade Commerce Center** - Community Development Director Elliano
 - a. Conduct a public hearing; and
 - b. Introduce, read by title only and waive further reading of an ordinance approving Zone Change No. 12-001 changing the zoning designation from M-1 (Light Manufacturing) to C-M (Commercial Manufacturing) on the northwest portion of a parcel located on the south side of Esplanade Avenue, west of State Street (APN: 439-030-021) **Ordinance Bill No. 12-040**; and
 - c. Direct staff to file a Notice of Determination with the County Clerk in compliance with the California Environmental Quality Act.

Deanna Elliano, Community Development Director, this is a request for a zone change from M-1 (Light Manufacturing) to C-M (Commercial Manufacturing) to the northwest 1.62 acre portion of an 8.82 acre property located at 463 W. Esplanade Avenue. The Applicants are Jose & Maria Cuevas. The Civil Engineer is Blaine Womer. Ms. Elliano showed the City Council the project location and the existing conditions. The request is to provide a greater range of potential tenants to the property. Currently only 3 of the 11 tenant spaces are leased, and are more commercial than industrial in use. The existing building is better suited for commercial or office than most manufacturing uses. The property is located across from Valley Wide Regional Park which provides an opportunity for visitor-serving and family-oriented businesses. Ms. Elliano displayed photos of the site and the surrounding properties. Ms. Elliano also showed the City Council a map of the existing and the proposed zoning. The proposed change to C-M is consistent with the current General Plan Land Use. The proposed project will not expand any current land uses on site and does not anticipate causing an increase in traffic. No physical site changes are proposed as part of this project. The Fire and Police Departments reviewed the site for

emergency access and circulation prior to construction. The project increases the number of permitted and conditionally permitted uses. The project does not create a conflict with existing tenants. The existing development is consistent with C-M standards. The Planning Commission reviewed the application and materials for Zone Change No. 12-001 on May 1, 2012 and unanimously recommended approval to the City Council. The project was reviewed for compliance with the California Environmental Quality Act, and has determined the proposed zone change is not expected to create any significant environmental impacts and is consistent with the previously adopted Comprehensive General Plan Update Environmental Impact Report.

Mayor Pro Tem Foreman declared the Public Hearing opened at 7:30 p.m.

Blaine Womer, Civil Engineer, is available to answer any questions the City Council might have.

Mayor Pro Tem Foreman declared the Public Hearing closed at 7:30 p.m.

Council Member Smith moved and Council Member Krupa seconded a motion to approve this item as presented. Motion carried 4-0.

The Ordinance was read by title only.

16. **General Plan Amendments** - Community Development Director Elliano

A. General Plan Amendment No. 12-001: General Plan Land Use Map Revisions

- a. Conduct a public hearing; and
- b. Adopt a resolution approving General Plan Amendment No. 12-001 regarding 2012 Cycle 2 revisions to the General Plan Land Use Map for specified properties, and direct staff to file a Notice of Determination with the County Clerk in compliance with the California Environmental Quality Act. **Resolution Bill No. 12-039**

AND

B. General Plan Amendment No. 12-002: Amendment to the Adopted 2008-2014 Housing Element

- a. Conduct a public hearing; and
- b. Adopt a resolution approving General Plan Amendment No. 12-002 regarding amendments to the adopted 2008-2014 Housing Element to comply with California Housing and Community Development Department conditional certification requirements, and direct staff to file a Notice of Determination in compliance with the California Environmental Quality Act. **Resolution Bill No. 12-038**

Deanna Elliano, Community Development Director, the City Council adopted the comprehensive update to the General Plan on January 24, 2012. The Housing Element is Chapter 11 of the General Plan and is a State mandated element. It is the only General Plan element that must be reviewed and certified by the State subsequent to adoption by the local agency. One-third of the jurisdictions in the region are currently out of compliance with their Housing Elements for the 2008-2014 Housing Element cycle. Following the City Council adoption of the General Plan, staff submitted the Housing Element to the California Department of Housing and Community Development (HCD) for certification. HCD required additional modifications and has issued a conditional approval letter. HCD's comments

primarily focused on the residential density designations for certain vacant sites, and other minor language changes to be consistent with State Law. State law requires that each housing element make "adequate provisions" for existing and projected housing needs of all economic segments of the region. Adequate provision is determined through the Regional Housing Needs Assessment (RHNA). The RHNA is the number of units that each jurisdiction must provide for through the General Plan land use and zoning designations. The number of units required are allocated by the State and Southern California Association of Governments (SCAG). The RHNA is not a construction requirement. A city is not obligated to actually produce the housing units, but available (vacant) sites must be identified in the Housing Element and properly zoned (Available Site Inventory) and approved by HCD for income categories representing the range of household incomes in the City. The income levels are broken down by Low, Moderate and Above-Moderate. The total units required by RHNA for the City's 4th Cycle was 11,243. The City has received credit for 3,922 units produced through 5/31/11. The City's balance required through the Available Sites Inventory is 7,321. HCD determined that communities with a population greater than 25,000 could use land use density designations of greater than 30 dwelling units per acre to accommodate its Low Income RHNA. To accommodate our Low Income RHNA, staff had initially used both the High Density Residential - HDR (18.1-30 du/ac) and Very High Density Residential - VHDR (30.1-40 du/ac) land use designations. HCD would only accept designations of 30 du/ac at the low end of the density range, so only VHDR (30.1-40 du/ac) could be used as the default for the Low Income RHNA. HCD is requiring us to revisit the Available Sites Inventory and re-designate some parcels for VHDR instead of HDR. Ms. Elliano showed the City Council a map showing vacant multi-family sites. State law allows a General Plan to be amended only 4 times (cycles) per year. In 2012, the first cycle was the Comprehensive Update in January. The proposed GPA 12-001 and 12-002 are Cycle 2 amendments. To reserve cycles for future amendment, staff added additional map changes to Cycle 2, not related to the Housing Element, to achieve consistency between the existing uses and their land use designations on two sites. Ms. Elliano gave a summary of the proposed map amendments and displayed a map of the sites. Sites 1 through 3 are associated with the Housing Element. Site 1: South side of Stetson between Palm and Lyon; 15 acres of vacant land currently designated as HDR, the proposed designation is VHDR. Site 2: North side of Acacia, 300 ft east of Yale; 5 acres of vacant land currently designated as CC and HDR, the proposed designation is VHDR. Site 3: Southeast corner of Johnson and State; 9 acres of vacant land currently designated as HDR, the proposed designation is VHDR. Sites 4 and 5 are to achieve land use consistency. Site 4: Southwest corner of Johnson and Buena Vista; 4 acres with an existing Convalescent Hospital currently designated as VHDR, the proposed designation is OP/M. Site 5: South side of Devonshire, 100 feet east of San Jacinto; 2.5 acres with an existing Convalescent Hospital; Assisted Living Facility currently designated as LDR, the proposed designation is OP/M. The proposed language changes to the Housing Element are non-substantive. They ensure internal consistency with the substantive changes discussed in this presentation. General Plan Figure 2.1 Land Use Map and Figure 2.6a Airport Compatibility Zones were displayed with the proposed changes incorporated. HCD certified Housing Elements (HE) are eligible for State bond funds and federal funds administered by HCD. HCD certified Housing Elements are also eligible for housing related park funds and extra points in competitive

HCD funding awards. HCD certification indicates compliance with State law. The penalty for having a non-compliant Housing Element allows a petitioner (e.g. environmentalist, housing advocate, builder) to request a court hearing to determine if a local Housing Element substantially complies with State law. If the court determines it does not, judgments may include: suspend authority to issue building permits for residential housing; and suspend authority to grant zone changes and/or variances. Penalties for late submissions are: localities more than 120 days late in adopting a Housing Element update, may have to revert to a 4-year cycle (currently 8 years); RHNA that is not addressed by the Sites Inventory must be added to the next Housing Element cycle RHNA, next Cycle starts in October 2013; and localities with approved Housing Element's that do not complete rezoning within 3 years may be subject to additional sanctions. Several phone calls were received from property owners requesting clarification of the notice. There was no public comments presented at the Planning Commission Public Hearing. The Planning Commission recommended approval to the City Council of both GPA 12-001 and GPA 12-002. Staff is recommending that the City Council conduct a public hearing and adopt the presented resolutions.

The City Council requested an example of Very High Density Development.

Ms. Elliano, the Village senior units are one example of VHDR. Ms. Elliano also reminded the City Council that there is no requirement to build the facilities, only to have the land designation for it.

Mayor Pro Tem Foreman declared the Public Hearing opened at 7:52 p.m.

E.A. Stock, Hemet, expressed concern with mandates from the State. The State will only pass down funding to those that will do as they say. This land use designation is fine if the property owner is requesting it.

Kenneth Baker, Hemet, spoke in opposition to the land designation change. Mr. Baker expressed concern with the existing low density development in that area.

CW Cecchi, Hemet, if the property owner is in favor of the change, then the proposed land use designation would be ok. Mr. Cecchi is opposed to the change if this is just a State mandate.

Anna Baker, Hemet, expressed concern with the existing problems at Yale and Florida Avenues. Ms. Baker noted that additional high density development will make it worse.

Helen Hanson, Hemet, expressed concern with the addition of more residents in Hemet.

Mayor Pro Tem Foreman declared the Public Hearing closed at 8:03 p.m.

Ms. Elliano, the State is requiring every county and every city to designate sites for affordable housing. The City has some flexibility but must adhere to certain requirements. The site must be vacant with infrastructure. If these sites are unacceptable, staff can look for alternative sites that will meet their requirement. We do have to make the changes quickly in order to have our Housing Element approved.

Council Member Franchville, the City Council realizes what is happening in this valley and is just as frustrated as you are. The State regulates and mandates these things, then takes away our funding sources such as RDA. Council Member Franchville asked if there is an appeal process by which the City of Hemet can argue against these additional requirements.

Ms. Elliano, it would take a State Legislative action to get the requirements changed. The City Council and staff discussed the property and the requirement to build at the assigned density.

Council Member Smith, recommended that the residents, who have expressed frustration in the State mandates and requirements on the City, voice their opinion with their vote come election time. Generally speaking, the representatives at the State level do not care how their mandates and regulations effect the cities. This is not something that the City Council wants to do, but if we don't we will not see funding to fix your streets.

Mayor Pro Tem Foreman, expressed understanding for the residents concern on Yale and Florida. The City Council does not like the State telling us what to do.

Eric Vail, City Attorney, for more than a decade the State of California has mandated RHNA and the cities and the counties have no control over the allocation. The determination is made by the Department of Finance. The City of Hemet has diligently fought the numbers that have been allocated to them. In 2006, the State first required the City to provide over 18,000 units, the City Council at the time appealed and the requirement was lowered to 11,243. If we comply with the requested changes the RHNA in the next Cycle will be 640. If we do not comply the next allocation will be larger. More and more funding allocations, including transportation, are tied to the approval of this Element. Not meeting these requirements and losing additional funding will not help the problem.

Ms. Elliano, if we have an adopted plan, the 7,321 will not roll over. The land designation can be reconsidered at that time.

Council Member Krupa moved and Council Member Smith seconded a motion to adopt Resolution No. 4501. Motion carried 3-1. Mayor Pro Tem Foreman voted No.

Council Member Franchville moved and Council Member Smith seconded a motion to adopt Resolution No. 4502. Motion carried 3-1. Mayor Pro Tem Foreman voted No.

- 17. **Zoning Ordinance Amendment No. 12-002 - Boarding Houses, Group Homes and Reasonable Accommodations** - Community Development Director Elliano
 - a. Conduct a public hearing; and
 - b. Introduce, read by title only and waive further reading on an ordinance adopting Zoning Ordinance Amendment No. 12-002 regarding zoning and development regulations for Boarding House, Group Homes and Reasonable Accommodation procedures; and
 - c. Direct staff to file a Notice of Determination with the County Clerk.

Deanna Elliano, Community Development Director, in preparing this ordinance the following legal framework was considered: State & Federal Fair Housing/Anti Discrimination laws for Housing; State legislation regarding Zoning and GP Housing Element requirements; Federal Community Development Block Grant (CDBG) funds - annual audit and "Analysis of Impediments" to Housing Opportunities. Ms. Elliano explained the difference between Residential and Commercial housing. Commercial housing is where one or more rooms are rented out under separate rental agreements and where the renters do not live as a "single-house-keeping unit" jointly sharing expenses, meals, chores, etc. Examples of Commercial housing is: apartments; boarding houses; motels/hotels; and assisted living. Typically they are located in Multi-family or Commercial Zones. Group homes are a special classification under state law, they are typically a single family home in a residential neighborhood. Persons are renting individual rooms, but are not living as a "single housekeeping unit". All

residents are classified as "disabled" per state and federal law. Disabilities include: mental or physical impairment, recovery from addiction (sober living). Group homes may or may not be licensed by the State. Small group homes consist of 6 or fewer individuals. A large group home consists of 7 or more individuals. State licensed group homes "Small Licensed Residential Care Facility" with 6 or fewer residents are allowed "by right" in all single family zones per state law. Unlicensed group homes are permitted in Single Family zones with 6 or fewer residents with disabilities. This does not include anyone currently using alcohol or drugs, parolees or sex offenders. Most facilities in the community are currently for seniors or physically disabled. Sober living homes are a growing segment in all communities in the area. There a number of potential challenges from Federal and State housing agencies, local housing advocates, senior disability advocates to allow unlicensed group homes in Single Family zones by right (not prohibited or by CUP). Several cities currently permit small group homes by right. The proposed ordinance repeals the existing provisions for boarding houses, group homes, and residential care facilities & relocates the provision to a new Chapter in the zoning code "Special Housing Classification". The definitions, permitted zones and procedures have been reworked. Application and information requirements have been added. More detailed operational standards have been added. Specific findings for approval of homes requiring an AUP or CUP have been added. Also added was a "Small Group Home permit" requirement. The "Reasonable Accommodation" provisions have been updated. Ms. Elliano explained the proposed amendments by zoning classifications. This is the 10th version of the ordinance drafted by the City Attorney and staff. The draft has been provided to the Federal Housing & Urban Development Department (HUD) for review. This ordinance was reviewed by the City's Hemet ROCS Citizens Advisory Committee on April 23, 2012. On May 1, 2012, the Planning Commission recommended approval of the ordinance. The next ordinance will address parolee/probationer housing. Staff is recommending that the City Council find this proposed ordinance exempt from CEQA and introduce the ordinance.

Eric Vail, City Attorney, the 10 versions of this ordinance are due to the complexity of the law. A balance had to be found between the City's legitimate right, the powers of the police and land uses. Most of the operators that we worked with were very consciences and above board. There are state and federal regulations for disabled housing and staff will move them through the process faster, removing any element of discretion. The Small Group Home Permit is administrative. If the requirements are meet it will be granted. Staff and the City Attorney's Office were mindful of the comments from HUD and the Impediments to Fair Housing. This ordinance includes a nice balance between the rights of the disabled, the rights to control and requires minimum standards.

Mayor Pro Tem Foreman declared the Public Hearing opened at 8:41 p.m.

Dan Goodrich, Hemet, understands the concerns of the City Council and the City Attorney. There are group homes that are not properly ran, this permit process will help. Mr. Goodrich asked how the calls for service and/or complaints will be regulated.

Mr. Vail, this ordinance is part of the Hemet ROCS Program that will be under the oversight of that team.

Council Member Smith, asked about provisions regarding saturation of group homes if that should occur.

Mr. Vail, there is no provision regarding saturation. There are distance requirements that might help us avoid that. Small Group Homes for the disabled will be required to meet ADA requirements.

The City Council and staff discussed the permitting and building requirements.

Mayor Pro Tem Foreman declared the Public Hearing closed at 8:51 p.m.

Council Member Franchville moved and Mayor Pro Tem Foreman seconded a motion to approve this item as presented. Motion carried 4-0.

The Ordinance was read by title only.

Discussion/Action Items

18. **Memorandum of Understanding for Recycled Water Storage Project East of Diamond Valley Lake - City Attorney Vail**

- a. Approve the Memorandum of Understanding between Eastern Municipal Water District and the City of Hemet for the Recycled Water Storage Project east of Diamond Valley Lake; and
- b. Authorize the Mayor to sign the memorandum.

Brian Nakamura, City Manager, this item will be continued until staff can review the MOU between the Metropolitan Water District and Eastern Municipal Water District.

City Council Reports

19. 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

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
8. Hemet ROCS Citizens Advisory Committee (CAC)

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
6. Hemet ROCS Citizens Advisory Committee (CAC)

- 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
 - 2. Special Events Ad-Hoc Committee

Council Member Krupa, On May 15th, the City crews installed the first set of banners, which was celebrated by a well attended ceremony at Gibbel Park. There are a number of applications already submitted for the 2nd installation and monetary donations continue to be received by the City. Council Member Krupa thanked Mayor Pro Tem Foreman for the idea.

The City Council appointed Council Member Krupa and Mayor Pro Tem Foreman to an Ad-Hoc Committee for the 2012 Veteran's Day Celebration.

G. Town Hall Meetings

H. City Manager Nakamura

- 1. Manager's Report
- 2. Possible dates for Joint Meeting with San Jacinto

Brian Nakamura, City Manager, staff is still working with San Jacinto on possible dates.

Brian Nakamura, City Manager, due to the complexities of this budget, staff will not be ready to conduct a workstudy on June 5, 2012. The first budget workshop will be held on June 12th. Staff is requesting an additional workstudy the week of June 18. Please contact the City Manager's Office with dates that will or will not work for that week. The anticipated adoption date will be June 26, 2012.

Future Agenda Items

USC Public Policy Training
 Update on the Public Safety Department and Fire Dept EMS

Adjournment

Adjourned at 9:03 p.m. to Tuesday, June 12, 2012 at 7:00 p.m.



Staff Report

TO: Honorable Mayor and Members of the City Council

FROM: Rita Conrad, Deputy City Manager/Administrative Services Director;
Brian Nakamura, City Manager *BS*

DATE: June 12, 2012

RE: Warrant Register

The City of Hemet's current warrant register dated May 17, 2012 is attached for review and approval. Payroll for the period of April 30, 2012 to May 13, 2012 was \$569,301.17.

CLAIMS VOUCHER APPROVAL

"I, Rita Conrad, Deputy City Manager/Administrative Services 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
Deputy City Manager/Administrative Services Director

RC: mh

Bank code : 001

Voucher	Date	Vendor	Invoice	PO #	Description/Account	Amount
142542	5/17/2012	10007 A A EQUIPMENT RENTAL CO	P01532		EQUIPMENT RENTAL/PARTS/SU EQUIPMENT RENTAL/PARTS/SU 684-4550-2350	49.98 Total : 49.98
142543	5/17/2012	84514 A B C SURVEYING INC	25105	2012-000553	SOKKIA SET 3230 RMC REMOTE MAPP SOKKIA SET 3230 RMC REMOTE MAPP 232-3169-5400	15,000.00
				2012-000553	TRADE-IN OF HPD OWNED SOKKIA 411 232-3169-5400 Riverside County Sales Tax 02 232-3169-5400	-1,500.00 1,162.50 Total : 14,662.50
142544	5/17/2012	71916 A D T SECURITY SYSTEMS, INC	69384752		SECURITY SYSTEM SECURITY SYSTEM 685-4560-2400	37.49
			69384772		SECURITY SYSTEM SECURITY SYSTEM 685-4560-2400	64.60 Total : 102.09
142545	5/17/2012	82947 A E C O M TECHNICAL SVCS INC	37211416	2005-508261	PROFESSIONAL SERVICES AGREEMENT 6/29/10 CHANGE ORDER #3 INCREASED 241-1750-2710	13,147.00 Total : 13,147.00
142546	5/17/2012	90045 A T & T	80008961254		INTRASTATE PRIVATE LINE SVC INTRASTATE PRIVATE LINE SVC 110-3100-2202	357.18 Total : 357.18
142547	5/17/2012	90705 ACCESS INVESTIGATION SVCS, INC	29444	2012-000468	VENDOR TO PERFORM BACKGROUND VENDOR TO PERFORM BACKGROUND 110-3100-2712	1,428.50

Bank code : 001

Voucher	Date	Vendor	Invoice	PO #	Description/Account	Amount
142547	5/17/2012	90705	90705 ACCESS INVESTIGATION SVCS, INC	(Continued)		Total : 1,428.50
142548	5/17/2012	83711	ADAME LANDSCAPE INC	46076	LANDSCAPING AND MAINTENANCE LANDSCAPING AND MAINTENANCE 228-8279-2450	7.20
					LANDSCAPING AND MAINTENANCE 225-8250-2450	90.75
						Total : 97.95
142549	5/17/2012	89863	ADVANCED OFFICE SERVICES	AR346803	ANNUAL MNTCE AGREEMENT ANNUAL MNTCE AGREEMENT 110-6100-2400	2,078.50
						Total : 2,078.50
142550	5/17/2012	85283	AGUILAR, KATHLEEN	TRAVEL	ADVANCE, ICSC, VEGAS, 5/20-23 ADVANCE, ICSC, VEGAS, 5/20-23 100-1100-2550	140.00
					ADVANCE, ICSC, VEGAS, 5/20-23 100-1200-2550	140.00
						Total : 280.00
142551	5/17/2012	54790	AIRGAS USA, LLC	9005553688	WELDING & OXYGEN SUPPLIES WELDING & OXYGEN SUPPLIES 254-4600-2450	156.12
						Total : 156.12
142552	5/17/2012	10710	AL'S KUBOTA TRACTOR INC	3075272	REPAIRS/PARTS/SHARPENING REPAIRS/PARTS/SHARPENING 221-4200-2450	193.86
				307561	REPAIRS/PARTS/SHARPENING REPAIRS/PARTS/SHARPENING 684-4550-2350	15.41
				307573	REPAIRS/PARTS/SHARPENING REPAIRS/PARTS/SHARPENING 254-4650-2450	174.54
				307704	REPAIRS/PARTS/SHARPENING REPAIRS/PARTS/SHARPENING	

Bank code : 001

Voucher	Date	Vendor	Invoice	PO #	Description/Account	Amount
142552	5/17/2012	10710 AL'S KUBOTA TRACTOR INC	(Continued)			
			307867		221-4200-2450 REPAIRS/PARTS/SHARPENING	26.06
			308036		221-4200-2450 REPAIRS/PARTS/SHARPENING	37.07
			308086		221-4200-2100 REPAIRS/PARTS/SHARPENING	18.32
			308257		221-4200-2450 REPAIRS/PARTS/SHARPENING	32.27
					225-8250-2450	17.13
					Total :	514.66
142553	5/17/2012	70598 AMERICAN BACKFLOW PREVNTN ASSO	R0089-12		MEMBERSHIP-GOAR	
					MEMBERSHIP-GOAR	
					571-9000-2560	75.00
					Total :	75.00
142554	5/17/2012	91042 AMERICAN FIRST CREDIT UNION	100447		REFUND 2102 EL TORO	
					REFUND 2102 EL TORO	
					571-0835	165.38
					Total :	165.38
142555	5/17/2012	11285 AMREP INC	222327		REFUSE TRUCK PARTS	
					REFUSE TRUCK PARTS	
					684-4550-2350	136.37
					Total :	136.37
142556	5/17/2012	89846 AMTEK CONSTRUCTION	4182-32D		CNG - FLOW FILL PROJECT, CIP #5533	
				2011-000623	CNG - FLOW FILL PROJECT, CIP #5533	
					224-8240-5400	35,417.77
				2011-000623	CNG - FLOW FILL PROJECT, CIP #5533	
					224-5533-5400	28,903.46

Bank code : 001

Voucher	Date	Vendor	Invoice	PO #	Description/Account	Amount
142556	5/17/2012	89846 AMTEK CONSTRUCTION	(Continued)	2011-000623	CNG - FLOW FILL PROJECT, CIP #5533 685-5533-5400 RETENTION CIP 5533 224-2015	80,147.77 -14,446.90 Total : 130,022.10
142557	5/17/2012	11526 ANADY'S TROPHIES & ENGR INC	83654		NAME PLATES/TAGS - PLAQUE NAME PLATES/TAGS - PLAQUE 110-4250-2710	13.47
			83887		NAME PLATES/TAGS - PLAQUE NAME PLATES/TAGS - PLAQUE 120-1700-2250	38.79
			83936		NAME PLATES/TAGS - PLAQUE NAME PLATES/TAGS - PLAQUE 100-1200-2250	23.71 Total : 75.97
142558	5/17/2012	69018 ANIMAL MEDICAL CENTER	15235		VETERINARIAN SERVICES VETERINARIAN SERVICES 110-3100-2701	212.00 Total : 212.00
142559	5/17/2012	78912 ANIXTER, INC	143-683379		ELECTRONIC EQUIP/SUPPLIES ELECTRONIC EQUIP/SUPPLIES 680-1930-2450	1,234.26 Total : 1,234.26
142560	5/17/2012	11873 APPLE ONE	01-2316234		LUTON WE 04/21/12 LUTON WE 04/21/12 120-3350-1250	720.00
			01-2316235		GIBSON WE 04/21/12 GIBSON WE 04/21/12 571-9000-1250	466.32
			01-2325705		LUTON WE 04/28/12 LUTON WE 04/28/12	

Bank code : 001

Voucher	Date	Vendor	Invoice	PO #	Description/Account	Amount
142560	5/17/2012	11873 APPLE ONE	(Continued)			
			01-2325706		120-3350-1250 GIBSON WE 04/28/12 GIBSON WE 04/28/12 571-9000-1250	720.00 553.76
Total :						2,460.08
142561	5/17/2012	73468 APPLIANCE SHOWROOM	82948		PARTS/SERVICE PARTS/SERVICE 685-4560-2450	 157.21
Total :						157.21
142562	5/17/2012	72882 ARMORCAST PRODUCTS COMPANY	0136573		WATER METER BOXES WATER METER BOXES 571-9000-2450	 2,094.74
Total :						2,094.74
142563	5/17/2012	12112 ARRANGEMENT GALLERY FLOR, INC	5274		FLORAL ARRANGEMENTS FLORAL ARRANGEMENTS 100-1100-2250	 75.37
			981		FLORAL ARRANGEMENTS FLORAL ARRANGEMENTS 100-1100-2250	 91.53
Total :						166.90
142564	5/17/2012	12114 ARROWHEAD DRINKING WATER	HEMET111001		DRINKING WATER DRINKING WATER 110-3200-2250 DRINKING WATER 110-3100-2805	 52.67 29.54
			HEMET111104		DRINKING WATER DRINKING WATER 110-3100-2801 DRINKING WATER DRINKING WATER 110-3200-2250 DRINKING WATER	 144.18 18.85

Bank code : 001

Voucher	Date	Vendor	Invoice	PO #	Description/Account	Amount
142564	5/17/2012	12114 ARROWHEAD DRINKING WATER	(Continued)		110-3100-2805 DRINKING WATER	33.90
					110-3100-2801	164.48
					Total :	443.62
142565	5/17/2012	83364 AUSTIN, MICKEY/DARLENE	97171		REFUND CLOSED UTILITY ACCOUNT REFUND CLOSED UTILITY ACCOUNT 571-0835	37.64
					Total :	37.64
142566	5/17/2012	82263 B W I	101274E		BOOKS, CD'S, DVD'S, VHS BOOKS, CD'S, DVD'S, VHS 363-6100-2228	16.25
			102286E		BOOKS, CD'S, DVD'S, VHS BOOKS, CD'S, DVD'S, VHS 363-6100-2228	48.54
			102478E		BOOKS, CD'S, DVD'S, VHS BOOKS, CD'S, DVD'S, VHS 363-6100-2228	206.68
			103267E		BOOKS, CD'S, DVD'S, VHS BOOKS, CD'S, DVD'S, VHS 363-6100-2222	12.91
			105379E		BOOKS, CD'S, DVD'S, VHS BOOKS, CD'S, DVD'S, VHS 363-6100-2228	16.25
			105797E		BOOKS, CD'S, DVD'S, VHS BOOKS, CD'S, DVD'S, VHS 363-6100-2228	150.84
			107205E		BOOKS, CD'S, DVD'S, VHS BOOKS, CD'S, DVD'S, VHS 363-6100-2228	17.50
			108257E		BOOKS, CD'S, DVD'S, VHS BOOKS, CD'S, DVD'S, VHS 363-6100-2228	12.92
			289227D		BOOKS, CD'S, DVD'S, VHS	

Bank code : 001

Voucher	Date	Vendor	Invoice	PO #	Description/Account	Amount
142566	5/17/2012	82263 B W I	(Continued)		BOOKS, CD'S, DVD'S, VHS 363-6100-2228	148.86
			290742D		BOOKS, CD'S, DVD'S, VHS BOOKS, CD'S, DVD'S, VHS 363-6100-2228	64.88
			291169D		BOOKS, CD'S, DVD'S, VHS BOOKS, CD'S, DVD'S, VHS 363-6100-2228	48.39
			292801D		BOOKS, CD'S, DVD'S, VHS BOOKS, CD'S, DVD'S, VHS 363-6100-2228	80.65
			293408D		BOOKS, CD'S, DVD'S, VHS BOOKS, CD'S, DVD'S, VHS 363-6100-2228	132.79
			295500D		BOOKS, CD'S, DVD'S, VHS BOOKS, CD'S, DVD'S, VHS 363-6100-2228	25.84
Total :						983.30
142567	5/17/2012	70164 BAKER & TAYLOR, INC	4009790797	2012-000328	FOR LIBRARY MATERIALS-LITERATUR FOR LIBRARY BOOKS FOR THE PERIO 363-6100-2220	263.82
			4010147631	2012-000326	FOR LIBRARY BBOOKS FOR THE PERIO FOR LIBRARY BBOOKS FOR THE PERIO 363-6100-2228	99.61
			4010149315	2012-000328	FOR LIBRARY MATERIALS-LITERATUR FOR LIBRARY BOOKS FOR THE PERIO 363-6100-2220	661.88
			4010150791	2012-000328	FOR LIBRARY MATERIALS-LITERATUR FOR LIBRARY BOOKS FOR THE PERIO 363-6100-2220	209.73
			4010152079	2012-000326	FOR LIBRARY BBOOKS FOR THE PERIO FOR LIBRARY BBOOKS FOR THE PERIO 363-6100-2228	36.21
			4010153310		FOR LIBRARY BBOOKS FOR THE PERIO	

Bank code : 001

Voucher	Date	Vendor	Invoice	PO #	Description/Account	Amount
142567	5/17/2012	70164 BAKER & TAYLOR, INC	(Continued)			
				2012-000326	FOR LIBRARY BBOOKS FOR THE PERIOD 363-6100-2228	124.17
			4010155188	2012-000328	FOR LIBRARY MATERIALS-LITERATURE FOR LIBRARY BOOKS FOR THE PERIOD 363-6100-2220	534.80
			4010155411	2012-000328	FOR LIBRARY MATERIALS-LITERATURE FOR LIBRARY BOOKS FOR THE PERIOD 363-6100-2220	368.17
			4010157117	2012-000326	FOR LIBRARY BBOOKS FOR THE PERIOD FOR LIBRARY BBOOKS FOR THE PERIOD 363-6100-2228	115.70
			4010162479	2012-000326	FOR LIBRARY BBOOKS FOR THE PERIOD FOR LIBRARY BBOOKS FOR THE PERIOD 363-6100-2228	68.52
Total :						2,482.61
142568	5/17/2012	91043 BANTA, DUSTIN	98811		REFUND CLOSED UTILITY ACCT REFUND CLOSED UTILITY ACCT 571-0835	140.41
Total :						140.41
142569	5/17/2012	86807 BANUELOS, VERONICA	REQ 05/09		REIMB PERMIT TECH CERT FEES REIMB PERMIT TECH CERT FEES 120-3300-2560	180.00
Total :						180.00
142570	5/17/2012	87001 BARTEL ASSOCIATES, LLC	12-287			
				2012-000422	CONSULTANT TO PERFORM ACTUARIAL CONSULTANT TO PERFORM ACTUARIAL 571-9000-2710	248.41
				2012-000422	CONSULTANT TO PERFORM ACTUARIAL 553-4500-2710	331.22
				2012-000422	CONSULTANT TO PERFORM ACTUARIAL 100-1400-2710	2,815.37
				2012-000422	FIRST AMENDMENT - SERVICES TO DE 553-4500-2710	1,217.50

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Voucher	Date	Vendor	Invoice	PO #	Description/Account	Amount
142570	5/17/2012	87001 87001 BARTEL ASSOCIATES, LLC	(Continued)			Total : 4,612.50
142571	5/17/2012	91044 BELL, REGGIE/KIESHA	98966		REFUND CLOSED UTILITY ACCT REFUND CLOSED UTILITY ACCT 571-0835	21.53 Total : 21.53
142572	5/17/2012	91045 BERRIOS, JACKIE	96044		REFUND CLOSED UTILITY ACCT REFUND CLOSED UTILITY ACCT 571-0835	71.42 Total : 71.42
142573	5/17/2012	79706 BETTS SPRING COMPANY, INC	10 954342		EQUIPMENT MAINT-SPRINGS EQUIPMENT MAINT-SPRINGS 684-4550-2350	845.34 Total : 845.34
142574	5/17/2012	69134 BISHOP COMPANY	347877		PARTS AND SUPPLIES PARTS AND SUPPLIES 110-4250-2450	145.28 Total : 145.28
142575	5/17/2012	15328 BLAZE OUT EXTINGUISHER SERVICE	51830		EXTINGUISHER SERVICE EXTINGUISHER SERVICE 684-4550-2350	185.64 Total : 185.64
142576	5/17/2012	87976 BOONE RECYCLED MATERIALS, INC	3134	2012-000364	PICK UP AND DUMP SERVICES FOR R PICK UP AND DUMP SERVICES FOR R 221-4200-2450	70.00 Total : 70.00
142577	5/17/2012	80630 BOWMAN SIGNS	12050		SIGNS, DECALS, BANNERS SIGNS, DECALS, BANNERS 684-4550-2350	445.88 Total : 445.88

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142578	5/17/2012	16079 BUREAU VERITAS NORTH AMER, INC	1147641		PLANS EXAMINER PLANS EXAMINER 110-3225-2400	455.00
Total :						455.00
142579	5/17/2012	16112 BURKE, WILLIAMS & SORENSEN	156297		LEGAL FEES LEGAL FEES 680-1600-2710	87,500.44
Total :						87,500.44
142580	5/17/2012	76238 BUSINESS CARD	5472063574BN		BUSINESS CARD EXPENSES BUSINESS CARD EXPENSES 100-1200-2560	1,622.74
			5472063574LI		BUSINESS CARD EXPENSES BUSINESS CARD EXPENSES 100-1800-2550	1,507.06
					BUSINESS CARD EXPENSES 681-2350-2710	120.36
					BUSINESS CARD EXPENSES 100-1800-2714	388.59
					BUSINESS CARD EXPENSES 100-1800-2220	450.00
			5472063575SU		BUSINESS CARD EXPENSES BUSINESS CARD EXPENSES 680-1930-2450	473.21
			5472063576DB		BUSINESS CARD EXPENSES BUSINESS CARD EXPENSES 110-3100-2563	144.52
					BUSINESS CARD EXPENSES 110-3100-2565	-38.00
			5472063576LK		BUSINESS CARD EXPENSES BUSINESS CARD EXPENSES 100-1100-2550	727.59
			5472063577JM		BUSINESS CARD EXPENSES BUSINESS CARD EXPENSES 110-3200-2560	1,884.21

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Voucher	Date	Vendor	Invoice	PO #	Description/Account	Amount
142580	5/17/2012	76238 BUSINESS CARD	(Continued) 5472063577RW		BUSINESS CARD EXPENSES BUSINESS CARD EXPENSES 110-3100-2563	1,316.69
			5472063583LS		BUSINESS CARD EXPENSES BUSINESS CARD EXPENSES 110-3100-2565	-39.00
			5472065600JO		BUSINESS CARD EXPENSES BUSINESS CARD EXPENSES 100-1100-2550	256.02
			KRUPA01/12		BUSINESS CARD EXPENSES BUSINESS CARD EXPENSES 100-1100-2565	-39.00
			NAKAMURA02/12		BUSINESS CARD EXPENSES BUSINESS CARD EXPENSES 100-1500-2550	1,485.87
					CORRECT BUS CARD CODING 1/4/12 CORRECT BUS CARD CODING 1/4/12 100-1100-2550	-450.00
					CORRECT BUS CARD CODING 1/4/12 396-8000-2550	450.00
					CORRECT BUS CARD CODING 2/4/12 CORRECT BUS CARD CODING 2/4/12 100-1200-2560	-982.55
					CORRECT BUS CARD CODING 2/4/12 100-1200-2550	92.11
					CORRECT BUS CARD CODING 2/4/12 100-1200-2250	214.36
					CORRECT BUS CARD CODING 2/4/12 100-1100-2550	75.00
					CORRECT BUS CARD CODING 2/4/12 100-1100-2560	33.00
					CORRECT BUS CARD CODING 2/4/12 100-1300-2550	25.00
					CORRECT BUS CARD CODING 2/4/12 100-1300-2560	293.08
					CORRECT BUS CARD CODING 2/4/12	

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Voucher	Date	Vendor	Invoice	PO #	Description/Account	Amount
142580	5/17/2012	76238 BUSINESS CARD	(Continued)			
					110-3100-2553	75.00
					CORRECT BUS CARD CODING 2/4/12	
					100-1400-2550	25.00
					CORRECT BUS CARD CODING 2/4/12	
					120-1700-2250	25.00
					CORRECT BUS CARD CODING 2/4/12	
					396-8000-2550	100.00
					CORRECT BUS CARD CODING 2/4/12	
					686-4150-2560	25.00
			NAKAMURA04/12		CORRECT BUS CARD CODING 4/4/12	
					CORRECT BUS CARD CODING 4/4/12	
					100-1200-2560	-462.00
					CORRECT BUS CARD CODING 4/4/12	
					110-3225-2550	462.00
			SMITH01/12		CORRECT BUS CARD CODING 1/4/12	
					CORRECT BUS CARD CODING 1/4/12	
					100-1100-2550	-585.00
					CORRECT BUS CARD CODING 1/4/12	
					396-8000-2550	585.00
			UNDERWOOD02/12		CORRECT BUS CARD CODING 2/4/12	
					CORRECT BUS CARD CODING 2/4/12	
					680-1930-2450	-1,081.55
					CORRECT BUS CARD CODING 2/4/12	
					110-3100-2452	475.64
					CORRECT BUS CARD CODING 2/4/12	
					680-1930-2800	113.25
					CORRECT BUS CARD CODING 2/4/12	
					680-1930-2200	33.64
					CORRECT BUS CARD CODING 2/4/12	
					680-1930-2850	108.43
					CORRECT BUS CARD CODING 2/4/12	
					685-4560-2450	350.59
			UNDERWOOD03/12		CORRECT BUS CARD CODING 3/4/12	
					CORRECT BUS CARD CODING 3/4/12	

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Voucher	Date	Vendor	Invoice	PO #	Description/Account	Amount
142580	5/17/2012	76238 BUSINESS CARD	(Continued)		680-1930-2450	-367.18
					CORRECT BUS CARD CODING 3/4/12	
					680-1930-2800	213.93
					CORRECT BUS CARD CODING 3/4/12	
					680-1930-2200	33.64
					CORRECT BUS CARD CODING 3/4/12	
					680-1930-2250	13.80
					CORRECT BUS CARD CODING 3/4/12	
					686-4150-2450	105.81
			UNDERWOOD4/12		CORRECT BUS CARD CODING 4/4/12	
					CORRECT BUS CARD CODING 4/4/12	
					680-1930-2450	-610.79
					CORRECT BUS CARD CODING 4/4/12	
					680-1930-2800	577.15
					CORRECT BUS CARD CODING 4/4/12	
					680-1930-2200	33.64
					Total :	10,260.86
142581	5/17/2012	80106 C D W GOVERNMENT INC	J108110		COMPUTER EQUIPMENT	
					COMPUTER EQUIPMENT	
					100-1100-2250	344.24
			J484033		COMPUTER EQUIPMENT	
					COMPUTER EQUIPMENT	
					680-1930-2800	76.49
			J533682		COMPUTER EQUIPMENT	
					COMPUTER EQUIPMENT	
					680-1930-2800	189.84
			J888199		COMPUTER EQUIPMENT	
					COMPUTER EQUIPMENT	
					680-1930-2450	970.07
			J933442		COMPUTER EQUIPMENT	
					COMPUTER EQUIPMENT	
					680-1930-2450	45.00
			J944589		COMPUTER EQUIPMENT	
					COMPUTER EQUIPMENT	

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Voucher	Date	Vendor	Invoice	PO #	Description/Account	Amount
142581	5/17/2012	80106 C D W GOVERNMENT INC	(Continued)			
			K005085		680-1930-2450 COMPUTER EQUIPMENT COMPUTER EQUIPMENT	525.00
			K019531		680-1930-2800 COMPUTER EQUIPMENT COMPUTER EQUIPMENT	949.22
			K085705		680-1930-2800 CRUCIAL MEMORY - 1GB - SO DIMM 2C	267.20
				2012-000548	CRUCIAL MEMORY - 1GB - SO DIMM 2C	
				2012-000548	237-3164-5400 CRUCIAL MEMORY - 1GB - SO DIMM~	1,091.40
					237-3164-5400 Riverside County Sales Tax 02	398.80
					237-3164-5400	115.50
					Total :	4,972.76
142582	5/17/2012	91046 C P T WIRELESS	98482		REFUND CLOSED UTILITY ACCT REFUND CLOSED UTILITY ACCT 571-0835	217.37
					Total :	217.37
142583	5/17/2012	83862 CABALLERO, DANIEL	REQ 05/02		REIMB MEALS,FTO,RIV,4/17-19 REIMB MEALS,FTO,RIV,4/17-19 110-3100-2563	41.25
					Total :	41.25
142584	5/17/2012	91047 CAIN, ROBERT	50844		REFUND CLOSED UTILITY ACCT REFUND CLOSED UTILITY ACCT 571-0835	90.00
					Total :	90.00
142585	5/17/2012	87577 CALIFORNIA BUILDING STANDARDS	JAN-MAR 2012		Bldg Stds Admin Special Revolving Fund Bldg Stds Admin Special Revolving Fund 120-2019 Bldg Stds Admin Special Revolving Fund	435.00

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Voucher	Date	Vendor	Invoice	PO #	Description/Account	Amount
142585	5/17/2012	87577 CALIFORNIA BUILDING STANDARDS	(Continued)		120-0696	-43.50
					Total :	391.50
142586	5/17/2012	83610 CALIFORNIA LICENSED PHLEBOTOMI	HPD04-12		LICENSED PHLEBOTOMIST LICENSED PHLEBOTOMIST 110-3100-2711	880.00
					Total :	880.00
142587	5/17/2012	79959 CALIFORNIA TECHNICAL IMAGE, C T I / VALUE 439154			SUPPLIES SUPPLIES 686-4150-2250	76.96
					Total :	76.96
142588	5/17/2012	84334 CALIFORNIA WATER ENVIRONMENT	REQ 05/10		RENEWAL 00722021 ROSE RENEWAL 00722021 ROSE 254-4600-2560	210.00
					Total :	210.00
142589	5/17/2012	84334 CALIFORNIA WATER ENVIRONMENT	REQ 05/14		RENEWAL 080721072, STOCKTON RENEWAL 080721072, STOCKTON 254-4600-2560	73.00
					Total :	73.00
142590	5/17/2012	72383 CALIFORNIA WEST PATROL	301653	2012-000385	VENDOR TO PROVIDE VEHICLE PATRC VENDOR TO PROVIDE VEHICLE PATRC 110-4250-2400	900.00
			301707	2012-000385	VENDOR TO PROVIDE VEHICLE PATRC VENDOR TO PROVIDE VEHICLE PATRC 110-4250-2400	900.00
					Total :	1,800.00
142591	5/17/2012	60100 CALIFORNIA, STATE OF (DOJ)	906264		FINGERPRINTS/BLOOD ALCOHOL FINGERPRINTS/BLOOD ALCOHOL 110-3100-2713	32.00
			906383		FINGERPRINTS/BLOOD ALCOHOL FINGERPRINTS/BLOOD ALCOHOL	

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Voucher	Date	Vendor	Invoice	PO #	Description/Account	Amount
142591	5/17/2012	60100 CALIFORNIA, STATE OF (DOJ)	(Continued)		110-3100-2713	1,920.00
					Total :	1,952.00
142592	5/17/2012	69751 CALIFORNIA, STATE OF (SCO)	22191		ANNUAL STREET REPORT ANNUAL STREET REPORT 221-4200-2710	2,438.36
					Total :	2,438.36
142593	5/17/2012	91048 CAMPUZANO, MARIA	99973		REFUND CLOSED UTILITY ACCT REFUND CLOSED UTILITY ACCT 571-0835	42.47
					Total :	42.47
142594	5/17/2012	82412 CANYON MOTORHOME & TRAVEL, INC	014104		GENERATOR REPAIR GENERATOR REPAIR 254-4600-2850	293.55
					Total :	293.55
142595	5/17/2012	66525 CARL WARREN & COMPANY	1380061		CLAIMS INVESTIGATIONS CLAIMS INVESTIGATIONS 683-2200-2400	168.96
			1380062		CLAIMS INVESTIGATIONS CLAIMS INVESTIGATIONS 683-2200-2400	161.92
			1380063		CLAIMS INVESTIGATIONS CLAIMS INVESTIGATIONS 683-2200-2400	147.84
			1380064		CLAIMS INVESTIGATIONS CLAIMS INVESTIGATIONS 683-2200-2400	192.78
			1380065		CLAIMS INVESTIGATIONS CLAIMS INVESTIGATIONS 683-2200-2400	197.12
			1380066		CLAIMS INVESTIGATIONS CLAIMS INVESTIGATIONS	

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Voucher	Date	Vendor	Invoice	PO #	Description/Account	Amount
142595	5/17/2012	66525 CARL WARREN & COMPANY	(Continued)			
			1380067		683-2200-2400 CLAIMS INVESTIGATIONS CLAIMS INVESTIGATIONS	295.68
			1380068		683-2200-2400 CLAIMS INVESTIGATIONS CLAIMS INVESTIGATIONS	42.24
			1380069		683-2200-2400 CLAIMS INVESTIGATIONS CLAIMS INVESTIGATIONS	267.52
			1380070		683-2200-2400 CLAIMS INVESTIGATIONS CLAIMS INVESTIGATIONS	70.40
			1380071		683-2200-2400 CLAIMS INVESTIGATIONS CLAIMS INVESTIGATIONS	197.12
			1380072		683-2200-2400 CLAIMS INVESTIGATIONS CLAIMS INVESTIGATIONS	89.00
			1380074		683-2200-2400 CLAIMS INVESTIGATIONS CLAIMS INVESTIGATIONS	70.40
			1380075		683-2200-2400 CLAIMS INVESTIGATIONS CLAIMS INVESTIGATIONS	70.40
			1380076		683-2200-2400 CLAIMS INVESTIGATIONS CLAIMS INVESTIGATIONS	190.08
					683-2200-2400	246.92
					Total :	2,408.38
142596	5/17/2012	77493 CENTRAL COUNTY UNITED WAY	20726		ANNUAL DINNER,4/27 ANNUAL DINNER,4/27 110-3100-2553	35.00
					Total :	35.00

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Voucher	Date	Vendor	Invoice	PO #	Description/Account	Amount
142597	5/17/2012	18050 CHEVRON AND TEXACO CARD SERVIC	7898192047		GASOLINE & OIL GASOLINE & OIL 110-3100-2623	250.09
Total :						250.09
142598	5/17/2012	76331 CHIEF SUPPLY CORPORATION	000884		SUPPLIES SUPPLIES 110-3100-2701	-445.00
			480500		SUPPLIES SUPPLIES 110-3100-2801	621.44
			480874		SUPPLIES SUPPLIES 110-3100-2702	276.30
Total :						452.74
142599	5/17/2012	75249 CINTAS CORPORATION	055-02063		UNIFORM RENTAL UNIFORM RENTAL 110-4250-2700	162.72
					UNIFORM RENTAL 221-4200-2700	722.28
					UNIFORM RENTAL 225-8250-2700	118.24
					UNIFORM RENTAL 228-8250-2700	136.24
					UNIFORM RENTAL 254-4600-2700	162.68
					UNIFORM RENTAL 254-4650-2700	209.49
					UNIFORM RENTAL 553-4500-2700	181.06
					UNIFORM RENTAL 571-9000-2700	829.37
					UNIFORM RENTAL 684-4550-2450	266.60
					UNIFORM RENTAL	

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Voucher	Date	Vendor	Invoice	PO #	Description/Account	Amount
142599	5/17/2012	75249 CINTAS CORPORATION	(Continued)		684-4550-2700 UNIFORM RENTAL	510.80
					685-4560-2400 UNIFORM RENTAL	1,265.31
					685-4560-2450 UNIFORM RENTAL	94.82
					685-4560-2700 UNIFORM RENTAL	322.49
			055-03896		228-8265-2700 WOOL BLANKETS/MATS	195.84
					110-3100-2801 WOOL BLANKETS/MATS	405.00
					685-4560-2400	159.48
					Total :	5,742.42
142600	5/17/2012	88076 CIVIC STONE, INC	201221		CONSULTING SERVICES CONSULTING SERVICES	
			201222		247-1902-2710	2,073.01
				2012-000432	CONSULTANT TO PROVIDE SERVICES CONSULTANT TO PROVIDE SERVICES	
					247-1912-2710	3,781.75
					Total :	5,854.76
142601	5/17/2012	77073 CLARK'S TOWING	S21551		TOWING TOWING	
					684-4550-2350	75.00
					Total :	75.00
142602	5/17/2012	81792 COLLINS SPRAY EQUIPMENT CO	14051		PAINT SPRAYER EQUIPMENT PAINT SPRAYER EQUIPMENT	
					221-4200-2450	506.43
					Total :	506.43
142603	5/17/2012	89708 COLONIAL LIFE	Ben311802		COLONIAL ACCIDENT: Payment	

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Voucher	Date	Vendor	Invoice	PO #	Description/Account	Amount
142603	5/17/2012	89708 COLONIAL LIFE	(Continued)		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	447.50
					Total :	1,326.48
142604	5/17/2012	89774 COMMUNICATION INNOVATIONS	2304G		RADIO INSTALLATION/REPAIRS RADIO INSTALLATION/REPAIRS 110-3200-2450	1,118.45
			2308G		RADIO INSTALLATION/REPAIRS RADIO INSTALLATION/REPAIRS 110-3200-2450	165.81
					Total :	1,284.26
142605	5/17/2012	74606 COMMUNICATION WORKERS OF AMER	Ben311814		CWA UNION DUES: Payment CWA UNION DUES: Payment 750-2168	673.78
					Total :	673.78
142606	5/17/2012	73994 COMMUNITY PANTRY	3 FOOD BANK		CDBG REIMBURSEMENT CDBG REIMBURSEMENT 240-3970-2400	4,197.97
			3 UTILITY		CDBG REIMBURSEMENT CDBG REIMBURSEMENT 240-3970-2710	1,134.99
					Total :	5,332.96
142607	5/17/2012	71881 COMPUTER SERVICE COMPANY	1604~1636	2012-000404	CHANGE ORDER NO. 1 - ~ CHANGE ORDER NO. 1 - ~ 221-4200-2400	4,937.78
					Total :	4,937.78

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Voucher	Date	Vendor	Invoice	PO #	Description/Account	Amount
142608	5/17/2012	18860 COMTRONIX COMMUNICATIONS	44990		ADTRAN TRACER 4206 REFURBISHED	
				2012-000554	ADTRAN TRACER 4206 REFURBISHED 110-3100-2801	1,733.33
				2012-000554	ADTRAN TRACER 4206 REFURBISHED 686-4150-2400	1,733.33
				2012-000554	ADTRAN TRACER 4206 REFURBISHED 110-3200-2450	1,733.34
				2012-000554	ADTRAN TRACER 4206 REFURBISHED 110-3100-2801	1,733.33
				2012-000554	ADTRAN TRACER 4206 REFURBISHED 686-4150-2400	1,733.33
				2012-000554	ADTRAN TRACER 4206 REFURBISHED 110-3200-2450	1,733.34
					Riverside County Sales Tax 02 110-3100-2801	268.67
					Riverside County Sales Tax 02 686-4150-2400	268.67
					Riverside County Sales Tax 02 110-3200-2450	268.66
					Total :	11,206.00
142609	5/17/2012	19025 CONSOLIDATED ELECTRICAL DI INC	482003		ELECTRICAL PARTS ELECTRICAL PARTS 225-8250-2450	1,500.85
			482430		ELECTRICAL PARTS ELECTRICAL PARTS 227-8288-2450	158.39
			482710		ELECTRICAL PARTS ELECTRICAL PARTS 685-4560-2450	18.35
			482931		ELECTRICAL PARTS ELECTRICAL PARTS 225-8250-2450	48.92
					ELECTRICAL PARTS ELECTRICAL PARTS 227-8265-2450	704.93

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Voucher	Date	Vendor	Invoice	PO #	Description/Account	Amount
142609	5/17/2012	19025	19025 CONSOLIDATED ELECTRICAL DI INC		(Continued)	Total : 2,431.44
142610	5/17/2012	91049 CORTEZ, EDGAR	92156		REFUND CLOSED UTILITY ACCT REFUND CLOSED UTILITY ACCT 571-0835	184.36 Total : 184.36
142611	5/17/2012	61765 COUNSELING TEAM INTERNATIONAL, THE	18742		COUNSELING COUNSELING 110-3100-2712	250.00
			18765	2012-000317	EMPLOYEE SUPPORT SERVICES FOR EMPLOYEE SUPPORT SERVICES FOR 681-2350-2710	720.00 Total : 970.00
142612	5/17/2012	69307 COZAD & FOX, INC	15276		SURVEYING SERVICES SURVEYING SERVICES 686-4100-2710	1,027.50
			15277		SURVEYING SERVICES SURVEYING SERVICES 686-4100-2710	707.50
			15283	2012-000513	JUANITA ST. WATERLINE REPLACEME JUANITA ST. WATERLINE REPLACEME 240-3975-2710	2,055.00 Total : 3,790.00
142613	5/17/2012	77879 CROP PRODUCTION SERVICES INC	243870		FERTILIZER TURF SUPREME 16-6-8	
				2012-000535	FERTILIZER TURF SUPREME 16-6-8 228-8265-2450	870.00
				2012-000535	FERTILIZER TURF SUPREME 16-6-8 110-4250-2450	5,220.00
				2012-000535	FERTILIZER TURF SUPREME 16-6-8 228-8276-2450	522.00
					Riverside County Sales Tax 02 228-8265-2450	67.43
					Riverside County Sales Tax 02	

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Voucher	Date	Vendor	Invoice	PO #	Description/Account	Amount
142613	5/17/2012	77879 CROP PRODUCTION SERVICES INC	(Continued)		110-4250-2450 Riverside County Sales Tax 02 228-8276-2450	404.55 40.45 Total : 7,124.43
142614	5/17/2012	19092 CURRY COPY CENTER	9198		PRINTING SERVICES PRINTING SERVICES 396-8000-2250	67.94 Total : 67.94
142615	5/17/2012	76608 CUSTOM SERVICE SYSTEMS	48120		JANITORIAL SERVICE JANITORIAL SERVICE 685-4560-2400	250.00 Total : 250.00
142616	5/17/2012	82747 D & B INDUSTRIAL SAFETY SP LLC	18776		SAFETY SUPPLIES SAFETY SUPPLIES 110-3200-2450	23.71
			18791		SAFETY SUPPLIES SAFETY SUPPLIES 110-3200-2450	109.02
			18792		SAFETY SUPPLIES SAFETY SUPPLIES 110-3200-2450	199.79
			18793		SAFETY SUPPLIES SAFETY SUPPLIES 110-3200-2450	43.10
			18797		SAFETY SUPPLIES SAFETY SUPPLIES 110-3200-2450	82.19 Total : 457.81
142617	5/17/2012	73470 DAPEER, ROSENBLIT & LITVAK, LL	5551		PROFESSIONAL SERVICES PROFESSIONAL SERVICES 120-3350-2710	1,666.12

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Voucher	Date	Vendor	Invoice	PO #	Description/Account	Amount
142617	5/17/2012	73470 DAPEER, ROSENBLIT & LITVAK, LL	(Continued) 5715		PROFESSIONAL SERVICES PROFESSIONAL SERVICES 120-3350-2710	1,971.59
Total :						3,637.71
142618	5/17/2012	79441 DELL COMPUTER CORPORATION	CFR8JRJ79	2012-000551	APC BACK-UPS ES 750VA 10OUT 120 V APC BACK-UPS ES 750VA 10OUT 120 V 110-3225-2400	152.98
					Riverside County Sales Tax 02 110-3225-2400	11.86
			XFR89F4X5	2012-000551	DELL ULTRA SHARP U3011 MONITOR~ DELL ULTRA SHARP U3011 MONITOR~ 110-3225-2400	1,833.78
				2012-000551	STATE ENVIRONMENTAL FEE ~ 110-3225-2400	16.00
					Riverside County Sales Tax 02 110-3225-2400	132.82
			XFR8JRT23	2012-000549	APC BE750G BACK UPS - 450 WATT~ APC BE750G BACK UPS - 450 WATT~ 110-3100-2801	152.98
					Riverside County Sales Tax 02 110-3100-2801	11.86
Total :						2,312.28
142619	5/17/2012	19780 DEPT OF CONSERVATION	JAN-MAR 2012		SEISMIC FEES COLLECTED SEISMIC FEES COLLECTED 110-2039	553.41
					SEISMIC FEES COLLECTED 120-2071	-27.67
Total :						525.74
142620	5/17/2012	19810 DEWEY PEST CONTROL	649096		PEST & TERMITE CONTROL PEST & TERMITE CONTROL 685-4560-2400	32.00
			649097		PEST & TERMITE CONTROL	

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Voucher	Date	Vendor	Invoice	PO #	Description/Account	Amount
142620	5/17/2012	19810 DEWEY PEST CONTROL	(Continued)		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
			797934		PEST & TERMITE CONTROL PEST & TERMITE CONTROL 685-4560-2400	336.00
			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

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Voucher	Date	Vendor	Invoice	PO #	Description/Account	Amount
142620	5/17/2012	19810 DEWEY PEST CONTROL	(Continued) 904194		PEST & TERMITE CONTROL PEST & TERMITE CONTROL 685-4560-2400	36.00
Total :						1,057.00
142621	5/17/2012	77516 DIRECTV	014983890		DISPATCH & COMM TRAILER DISPATCH & COMM TRAILER 680-3500-2450	455.88
Total :						455.88
142622	5/17/2012	91050 DONALDSON, TOMMIE	5291		REFUND CLOSED UTILITY ACCT REFUND CLOSED UTILITY ACCT 571-0835	31.15
Total :						31.15
142623	5/17/2012	13570 E S BABCOCK & SONS, INC	BD22230-0142	2012-000543	VENDOR TO PROVIDE ANALYTICAL TE VENDOR TO PROVIDE ANALYTICAL TE 571-9000-2720	315.00
			BD22741-0142	2012-000543	VENDOR TO PROVIDE ANALYTICAL TE VENDOR TO PROVIDE ANALYTICAL TE 571-9000-2720	45.00
			BE20638-0142	2012-000543	VENDOR TO PROVIDE ANALYTICAL TE VENDOR TO PROVIDE ANALYTICAL TE 571-9000-2720	540.00
Total :						900.00
142626	5/17/2012	23010 EASTERN MUNICIPAL WATER DIST, CITY WAT	104740-01		CITY OF HEMET WATER ACCOUNTS CITY OF HEMET WATER ACCOUNTS 110-4250-2100	441.58
			147104-04		CITY OF HEMET WATER ACCOUNTS CITY OF HEMET WATER ACCOUNTS 225-8250-2100	325.70
			176989-02		CITY OF HEMET WATER ACCOUNTS CITY OF HEMET WATER ACCOUNTS 228-8265-2100	681.19

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Voucher	Date	Vendor	Invoice	PO #	Description/Account	Amount
142626	5/17/2012	23010 EASTERN MUNICIPAL WATER DIST, CITY WAT	(Continued) 176990-02		CITY OF HEMET WATER ACCOUNTS CITY OF HEMET WATER ACCOUNTS 228-8265-2100	1,179.34
			178433-02		CITY OF HEMET WATER ACCOUNTS CITY OF HEMET WATER ACCOUNTS 228-8267-2100	19.65
			179435-02		CITY OF HEMET WATER ACCOUNTS CITY OF HEMET WATER ACCOUNTS 228-8266-2100	984.10
			181067-02		CITY OF HEMET WATER ACCOUNTS CITY OF HEMET WATER ACCOUNTS 228-8268-2100	106.71
			187217-02		CITY OF HEMET WATER ACCOUNTS CITY OF HEMET WATER ACCOUNTS 228-8270-2100	119.42
			187218-02		CITY OF HEMET WATER ACCOUNTS CITY OF HEMET WATER ACCOUNTS 228-8270-2100	241.33
			18985-23		CITY OF HEMET WATER ACCOUNTS CITY OF HEMET WATER ACCOUNTS 685-4560-2100	34.80
			190884-01		CITY OF HEMET WATER ACCOUNTS CITY OF HEMET WATER ACCOUNTS 685-4560-2100	98.62
			190885-01		CITY OF HEMET WATER ACCOUNTS CITY OF HEMET WATER ACCOUNTS 225-8250-2100	151.68
			190886-01		CITY OF HEMET WATER ACCOUNTS CITY OF HEMET WATER ACCOUNTS 685-4560-2100	34.80
			196114-01		CITY OF HEMET WATER ACCOUNTS CITY OF HEMET WATER ACCOUNTS 225-8250-2100	322.63
			199093-02		CITY OF HEMET WATER ACCOUNTS CITY OF HEMET WATER ACCOUNTS	

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Voucher	Date	Vendor	Invoice	PO #	Description/Account	Amount
142626	5/17/2012	23010	EASTERN MUNICIPAL WATER DIST, CITY WAT (Continued)			
			199094-02		228-8277-2100 CITY OF HEMET WATER ACCOUNTS CITY OF HEMET WATER ACCOUNTS	116.34
			19953-23		228-8278-2100 CITY OF HEMET WATER ACCOUNTS CITY OF HEMET WATER ACCOUNTS	56.99
			203427-01		685-4560-2100 CITY OF HEMET WATER ACCOUNTS CITY OF HEMET WATER ACCOUNTS	180.28
			203619-02		225-8250-2100 CITY OF HEMET WATER ACCOUNTS CITY OF HEMET WATER ACCOUNTS	111.53
			203620-02		228-8276-2100 CITY OF HEMET WATER ACCOUNTS CITY OF HEMET WATER ACCOUNTS	84.13
			203621-02		228-8276-2100 CITY OF HEMET WATER ACCOUNTS CITY OF HEMET WATER ACCOUNTS	210.85
			203623-02		228-8276-2100 CITY OF HEMET WATER ACCOUNTS CITY OF HEMET WATER ACCOUNTS	121.03
			203624-02		228-8276-2100 CITY OF HEMET WATER ACCOUNTS CITY OF HEMET WATER ACCOUNTS	58.15
			204014-02		228-8276-2100 CITY OF HEMET WATER ACCOUNTS CITY OF HEMET WATER ACCOUNTS	871.82
			205124-02		228-8279-2100 CITY OF HEMET WATER ACCOUNTS CITY OF HEMET WATER ACCOUNTS	308.69
			205125-02		228-8272-2100 CITY OF HEMET WATER ACCOUNTS CITY OF HEMET WATER ACCOUNTS	272.86
			205126-02		228-8272-2100 CITY OF HEMET WATER ACCOUNTS	1,244.50

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Voucher	Date	Vendor	Invoice	PO #	Description/Account	Amount
142626	5/17/2012	23010 EASTERN MUNICIPAL WATER DIST, CITY WAT	(Continued)		CITY OF HEMET WATER ACCOUNTS 228-8272-2100	675.15
			205127-02		CITY OF HEMET WATER ACCOUNTS CITY OF HEMET WATER ACCOUNTS 228-8272-2100	811.13
			206413-02		CITY OF HEMET WATER ACCOUNTS CITY OF HEMET WATER ACCOUNTS 225-8250-2100	70.59
			208622-02		CITY OF HEMET WATER ACCOUNTS CITY OF HEMET WATER ACCOUNTS 228-8272-2100	10.03
			209636-02		CITY OF HEMET WATER ACCOUNTS CITY OF HEMET WATER ACCOUNTS 228-8270-2100	56.55
			215967-04		CITY OF HEMET WATER ACCOUNTS CITY OF HEMET WATER ACCOUNTS 228-8271-2100	103.06
			216449-04		CITY OF HEMET WATER ACCOUNTS CITY OF HEMET WATER ACCOUNTS 228-8271-2100	223.68
			221813-02		CITY OF HEMET WATER ACCOUNTS CITY OF HEMET WATER ACCOUNTS 228-8272-2100	41.19
			224626-02		CITY OF HEMET WATER ACCOUNTS CITY OF HEMET WATER ACCOUNTS 228-8292-2100	398.36
			224627-03		CITY OF HEMET WATER ACCOUNTS CITY OF HEMET WATER ACCOUNTS 228-8292-2100	913.04
			225320-03		CITY OF HEMET WATER ACCOUNTS CITY OF HEMET WATER ACCOUNTS 228-8288-2100	38.95
			226022-02		CITY OF HEMET WATER ACCOUNTS CITY OF HEMET WATER ACCOUNTS 228-8285-2100	110.46

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Voucher	Date	Vendor	Invoice	PO #	Description/Account	Amount
142626	5/17/2012	23010 EASTERN MUNICIPAL WATER DIST, CITY WAT	(Continued) 226309-02		CITY OF HEMET WATER ACCOUNTS CITY OF HEMET WATER ACCOUNTS 228-8292-2100	601.49
			227918-02		CITY OF HEMET WATER ACCOUNTS CITY OF HEMET WATER ACCOUNTS 228-8292-2100	60.39
			229693-02		CITY OF HEMET WATER ACCOUNTS CITY OF HEMET WATER ACCOUNTS 228-8289-2100	71.30
			50171-03		CITY OF HEMET WATER ACCOUNTS CITY OF HEMET WATER ACCOUNTS 228-8289-2100	67.42
			73396-01		CITY OF HEMET WATER ACCOUNTS CITY OF HEMET WATER ACCOUNTS 225-8250-2100	48.97
			91095-02		CITY OF HEMET WATER ACCOUNTS CITY OF HEMET WATER ACCOUNTS 225-8250-2100	272.78
			91612-02		CITY OF HEMET WATER ACCOUNTS CITY OF HEMET WATER ACCOUNTS 225-8250-2100	414.68
			92777-02		CITY OF HEMET WATER ACCOUNTS CITY OF HEMET WATER ACCOUNTS 225-8250-2100	24.20
Total :						13,392.14
142627	5/17/2012	73074 EMPLOYMENT DEVELOPMENT DEPT	944-0469-6		UNEMPLOYMENT INSURANCE UNEMPLOYMENT INSURANCE 685-4560-1400	2,700.00
					UNEMPLOYMENT INSURANCE 120-3350-1400	5,850.00
					UNEMPLOYMENT INSURANCE 553-4500-1400	10,306.00
					UNEMPLOYMENT INSURANCE 396-8000-1400	7,312.50

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Voucher	Date	Vendor	Invoice	PO #	Description/Account	Amount
142627	5/17/2012	73074 EMPLOYMENT DEVELOPMENT DEPT	(Continued)		UNEMPLOYMENT INSURANCE 684-4550-1400	4,087.00
					UNEMPLOYMENT INSURANCE 686-4150-1400	1,859.50
					UNEMPLOYMENT INSURANCE 100-1200-1400	2,025.00
					UNEMPLOYMENT INSURANCE 680-1930-1400	2,250.00
					UNEMPLOYMENT INSURANCE 228-8265-1400	2,262.00
					Total :	38,652.00
142628	5/17/2012	86653 ENNIS PAINT INC	225633		TRAFFIC MARKING PRODUCTS TRAFFIC MARKING PRODUCTS 221-4200-2450	2,027.42
					Total :	2,027.42
142629	5/17/2012	52875 ENTERPRISE MEDIA	100141984	2012-000320	POSITION ADVERTISING FOR HUMAN POSITION ADVERTISING FOR HUMAN 100-1800-2220	2,173.67
			100149204		LEGAL ADS LEGAL ADS 571-9000-2220	396.90
					LEGAL ADS 100-1200-2220	108.50
					LEGAL ADS 100-1300-2220	474.00
					Total :	3,153.07
142630	5/17/2012	81230 ENTERPRISE RENT-A-CAR	885919-3024		RENTAL CAR RENTAL CAR 236-3167-2560	122.45
			90035158109		RENTAL CAR RENTAL CAR 236-3167-2560	110.32

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142630	5/17/2012	81230 81230 ENTERPRISE RENT-A-CAR			(Continued)	Total : 232.77
142631	5/17/2012	91071 ESCAMILLA, PATRICIA	71339		RETURN EVENT DEPOSIT RETURN EVENT DEPOSIT 110-2049	Total : 300.00
142632	5/17/2012	65259 EXCEED, BULK MAILING	15264		BULK MAILING/WATER BILLS BULK MAILING/WATER BILLS 254-4600-2255	4.68
			15267		BULK MAILING/WATER BILLS 254-4650-2255	4.68
					BULK MAILING/WATER BILLS 571-9000-2255	11.94
			15268		BULK MAILING/WATER BILLS BULK MAILING/WATER BILLS 254-4600-2255	43.79
					BULK MAILING/WATER BILLS 254-4650-2255	43.79
					BULK MAILING/WATER BILLS 571-9000-2255	111.92
			15269		BULK MAILING/WATER BILLS BULK MAILING/WATER BILLS 254-4600-2255	41.71
					BULK MAILING/WATER BILLS 254-4650-2255	41.71
					BULK MAILING/WATER BILLS 571-9000-2255	106.58
					BULK MAILING/WATER BILLS BULK MAILING/WATER BILLS 254-4600-2255	42.08
					BULK MAILING/WATER BILLS 254-4650-2255	42.08
					BULK MAILING/WATER BILLS 571-9000-2255	107.54

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142632	5/17/2012	65259 65259 EXCEED, BULK MAILING	(Continued)			Total : 602.50
142633	5/17/2012	82121 F M LOCK & KEY INC	72237		LOCK AND KEYS LOCK AND KEYS 685-4560-2450	99.13
			73154		LOCK AND KEYS LOCK AND KEYS 228-8276-2450	9.70
					Total :	108.83
142634	5/17/2012	73590 FAIR HOUSING COUNCIL OF RIV CO	10	2012-000264	2011/2012 FAIR HOUSING SERVICES 2011/2012 FAIR HOUSING SERVICES 396-8000-2710	1,441.52
					Total :	1,441.52
142635	5/17/2012	72447 FEDEX	7-869-49724		EXPRESS MAIL SERVICE EXPRESS MAIL SERVICE 100-1800-2250	6.83
			7-877-06087		EXPRESS MAIL SERVICE EXPRESS MAIL SERVICE 247-1901-2250	6.13
			7-877-61726		EXPRESS MAIL SERVICE EXPRESS MAIL SERVICE 254-4600-2220	51.10
					Total :	64.06
142636	5/17/2012	69102 FIRE CONDIMENT FUND	Ben311808		FIRE CONDIMENT FUND: Payment FIRE CONDIMENT FUND: Payment 750-2173	1,100.00
					Total :	1,100.00
142637	5/17/2012	86412 FIRE SERVICE SPECIFICATION	6934		SERVICE EQUIPMENT SERVICE EQUIPMENT 110-3200-2850	2,060.23
					Total :	2,060.23
142638	5/17/2012	77156 FISHER SCIENTIFIC	0230850		SAFETY SUPPLIES	

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142638	5/17/2012	77156 FISHER SCIENTIFIC	(Continued)		SAFETY SUPPLIES 254-4600-2450	217.90
					Total :	217.90
142639	5/17/2012	24570 FRAZEE PAINT & WALLCOVERINGS	0260572880		PAINT SUPPLIES PAINT SUPPLIES 221-4200-2450	45.36
			0260575330		PAINT SUPPLIES PAINT SUPPLIES 254-4600-2450	74.91
			0260576310		PAINT SUPPLIES PAINT SUPPLIES 685-4560-2450	60.33
					Total :	180.60
142640	5/17/2012	91051 FREELY, DUSTIN	49090		REFUND CLOSED UTILITY ACCT REFUND CLOSED UTILITY ACCT 571-0835	142.35
					Total :	142.35
142641	5/17/2012	80767 GARDA CL WEST, INC	180-244112		ARMORED TRANSPORT ARMORED TRANSPORT 140-0410	354.00
					Total :	354.00
142642	5/17/2012	75740 GARRISON, TIFFANNY	REQ 05/15		REIMBURSE EXPENSES REIMBURSE EXPENSES 110-3200-2250	44.45
					Total :	44.45
142643	5/17/2012	26550 GAYLORD BROS, INC	2041764		LIBRARY SUPPLIES LIBRARY SUPPLIES 110-6100-2250	198.00
					Total :	198.00
142644	5/17/2012	90959 GEOTEK INC	3895		CONSULTANT TO PROVIDE ENVIRONM	

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Voucher	Date	Vendor	Invoice	PO #	Description/Account	Amount
142644	5/17/2012	90959 GEOTEK INC	(Continued)			
				2012-000529	CONSULTANT TO PROVIDE ENVIRONM 396-8000-2710	4,347.50
			3948	2012-000529	CONSULTANT TO PROVIDE ENVIRONM CONSULTANT TO PROVIDE ENVIRONM 396-8000-2710	16,793.75
					Total :	21,141.25
142645	5/17/2012	69442 GILLESPIE REPORTING & DOC, INC	21246			
				2012-000008	COURT REPORTING (MINUTES) SERVI COURT REPORTING (MINUTES) SERVI 120-1700-2710	500.00
			70971	2012-000008	COURT REPORTING (MINUTES) SERVI COURT REPORTING (MINUTES) SERVI 120-1700-2710	500.00
					Total :	1,000.00
142646	5/17/2012	83897 GIS PLANNING, INC	SLO2010-2			
					HOST GIS WEBSITE HOST GIS WEBSITE 396-8000-2710	20,000.00
					Total :	20,000.00
142647	5/17/2012	91052 GOGGIN MGMT LLC	99822			
					REFUND 1270 VISTA GRANDE REFUND 1270 VISTA GRANDE 571-0835	156.43
					Total :	156.43
142648	5/17/2012	91053 GORDON, JOSEPH/LOUANNE	96916			
					REFUND CLOSED UTILITY ACCT REFUND CLOSED UTILITY ACCT 571-0835	70.70
					Total :	70.70
142649	5/17/2012	74737 GOSCH FORD	116017			
					PARTS/SUPPLIES PARTS/SUPPLIES 684-4550-2350	489.97
			116018		PARTS/SUPPLIES PARTS/SUPPLIES 684-4550-2350	99.23

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Voucher	Date	Vendor	Invoice	PO #	Description/Account	Amount
142649	5/17/2012	74737 GOSCH FORD	(Continued)			
			117279		PARTS/SUPPLIES	
					PARTS/SUPPLIES	
					684-4550-2350	119.52
			117701		PARTS/SUPPLIES	
					PARTS/SUPPLIES	
					684-4550-2350	217.09
			117720		PARTS/SUPPLIES	
					PARTS/SUPPLIES	
					684-4550-2350	12.91
			117818		PARTS/SUPPLIES	
					PARTS/SUPPLIES	
					684-4550-2350	92.06
			117832		PARTS/SUPPLIES	
					PARTS/SUPPLIES	
					684-4550-2350	102.73
			117834		PARTS/SUPPLIES	
					PARTS/SUPPLIES	
					684-4550-2350	65.39
			117845		PARTS/SUPPLIES	
					PARTS/SUPPLIES	
					684-4550-2350	131.22
			117883		PARTS/SUPPLIES	
					PARTS/SUPPLIES	
					684-4550-2350	117.18
			117965		PARTS/SUPPLIES	
					PARTS/SUPPLIES	
					684-4550-2350	448.75
			117970		PARTS/SUPPLIES	
					PARTS/SUPPLIES	
					684-4550-2350	25.26
			118013		PARTS/SUPPLIES	
					PARTS/SUPPLIES	
					684-4550-2350	191.72
					Total :	2,113.03

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Voucher	Date	Vendor	Invoice	PO #	Description/Account	Amount
142650	5/17/2012	71673 GRAINGER	9807470514		PARTS & SUPPLIES PARTS & SUPPLIES 685-4560-2450	114.59
			9808018593		PARTS & SUPPLIES PARTS & SUPPLIES 110-3200-2850	145.95
			9810557539		PARTS & SUPPLIES PARTS & SUPPLIES 221-4200-2450	762.62
			9818151004		PARTS & SUPPLIES PARTS & SUPPLIES 221-4200-2450	840.99
Total :						1,864.15
142651	5/17/2012	91054 GRAVES, VINCENT R	95338		REFUND 430 N STATE REFUND 430 N STATE 571-0835	153.93
			95339		REFUND 450 N STATE REFUND 450 N STATE 571-0835	695.86
Total :						849.79
142652	5/17/2012	91055 GUNTER, THERON	96267		REFUND CLOSED UTILITY ACCT REFUND CLOSED UTILITY ACCT 571-0835	147.83
Total :						147.83
142653	5/17/2012	79452 H C I ENVIRONMENTAL & ENGIN	14944	2012-000314	VENDOR TO DISPOSE OF THE CITY'S VENDOR TO DISPOSE OF THE CITY'S 553-4500-2400	3,791.70
Total :						3,791.70
142654	5/17/2012	77258 H D SUPPLY WATERWORKS LTD	4619396		UNDERGROUND WATER WORKS UNDERGROUND WATER WORKS 571-9000-2450	1,603.93
			4685296		UNDERGROUND WATER WORKS	

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Voucher	Date	Vendor	Invoice	PO #	Description/Account	Amount
142654	5/17/2012	77258 H D SUPPLY WATERWORKS LTD	(Continued)		UNDERGROUND WATER WORKS 571-9000-2450	2,294.93
			4685340		UNDERGROUND WATER WORKS UNDERGROUND WATER WORKS 571-9000-2450	2,294.93
			4685449		UNDERGROUND WATER WORKS UNDERGROUND WATER WORKS 571-9000-2450	1,060.66
			4708321		UNDERGROUND WATER WORKS UNDERGROUND WATER WORKS 571-9000-2450	1,929.81
			4708329		UNDERGROUND WATER WORKS UNDERGROUND WATER WORKS 571-9000-2450	1,929.81
			4708332		UNDERGROUND WATER WORKS UNDERGROUND WATER WORKS 571-9000-2450	1,929.81
			4708337		UNDERGROUND WATER WORKS UNDERGROUND WATER WORKS 571-9000-2450	643.27
			4749869		UNDERGROUND WATER WORKS UNDERGROUND WATER WORKS 571-9000-2450	1,409.31
					Total :	15,096.46
142655	5/17/2012	77258 H D SUPPLY WATERWORKS LTD	REQ 05/15		REFUND DUPLICATE PLANS/SPECS REFUND DUPLICATE PLANS/SPECS 571-0638	55.00
					REFUND DUPLICATE PLANS/SPECS 254-0638	55.00
					Total :	110.00
142656	5/17/2012	28091 HACH COMPANY	2070536		WATER QAILITY ANALYSIS EQUIP WATER QAILITY ANALYSIS EQUIP 571-9000-2720	-446.09

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Voucher	Date	Vendor	Invoice	PO #	Description/Account	Amount
142656	5/17/2012	28091 HACH COMPANY	(Continued) 7729976	2012-000530	FOR WATER QUALITY ANALYSIS EQUI FOR WATER QUALITY ANALYSIS EQUI 571-9000-2720	13,359.04 Total : 12,912.95
142657	5/17/2012	90964 HALL, ANDREW E	3	2012-000539	PROVIDE SERVICES IN ACCORDANCE PROVIDE SERVICES IN ACCORDANCE 110-3100-2710	5,775.00 Total : 5,775.00
142658	5/17/2012	89842 HALL, CHRISTINE	Ben311836		wage assignment: Payment wage assignment: Payment 750-2174	540.50 Total : 540.50
142659	5/17/2012	88517 HAMILTON AUTO REPAIR, INC	35702		EMISSION TESTING EMISSION TESTING 684-4550-2350	39.75
			35736		EMISSION TESTING EMISSION TESTING 684-4550-2350	39.75
			35754		EMISSION TESTING EMISSION TESTING 684-4550-2350	39.75
			35763		EMISSION TESTING EMISSION TESTING 684-4550-2350	39.75
						Total : 159.00
142660	5/17/2012	69103 HEMET FIREFIGHTER ASSOC	Ben311810		HEMET FIRE FIGHTER ASSOC: Paymer HEMET FIRE FIGHTER ASSOC: Paymer 750-2160	7,529.97 Total : 7,529.97
142661	5/17/2012	77351 HEMET HIGH SCHOOL	04/01/12	2012-000558	ERGOTRON WORKFIT-S LCD LD AND ERGOTRON WORKFIT-S LCD LD AND	

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Voucher	Date	Vendor	Invoice	PO #	Description/Account	Amount
142661	5/17/2012	77351 HEMET HIGH SCHOOL	(Continued)		100-1200-2800	1,483.32
					Total :	1,483.32
142662	5/17/2012	30100 HEMET MASONIC BLDG ASSN	04/23/12		RENTAL OF BUILDING RENTAL OF BUILDING 686-4150-2400	3,270.00
					Total :	3,270.00
142663	5/17/2012	89709 HEMET MID MANAGER'S ASSOC	Ben311812		HEMET MID-MANAGERS ASSOC: Paym HEMET MID-MANAGERS ASSOC: Paym 750-2169	705.00
					Total :	705.00
142664	5/17/2012	70906 HEMET PUBLIC SAFETY MGMT ASSOC	Ben311798		POLICE MANAGEMENT UNION: Paymer POLICE MANAGEMENT UNION: Paymer 750-2167	697.00
					Total :	697.00
142665	5/17/2012	69934 HEMET TRUE VALUE HARDWARE	71281		PARTS & SUPPLIES PARTS & SUPPLIES 110-3200-2450	20.63
			71371		PARTS & SUPPLIES PARTS & SUPPLIES 684-4550-2350	48.18
			71489		PARTS & SUPPLIES PARTS & SUPPLIES 110-4250-2450	12.92
					Total :	81.73
142666	5/17/2012	73352 HEMET VALLEY ART ASSOC, INC	71366		RETURN EVENT DEPOSIT RETURN EVENT DEPOSIT 110-2049	300.00
					Total :	300.00
142667	5/17/2012	30607 HEMET VALLEY PIPE & SUPPLY	143898		IRRIGATION SUPPLIES IRRIGATION SUPPLIES	

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Voucher	Date	Vendor	Invoice	PO #	Description/Account	Amount
142667	5/17/2012	30607 HEMET VALLEY PIPE & SUPPLY	(Continued)		685-4560-2450	245.12
					Total :	245.12
142668	5/17/2012	30608 HEMET VALLEY TOOL	82273		SMALL TOOL SERVICE SMALL TOOL SERVICE 684-4550-2350	252.81
					Total :	252.81
142669	5/17/2012	69107 HEMET, CITY OF	Ben311832		COMPUTER DEDUCTION: Payment COMPUTER DEDUCTION: Payment 750-2171	1,675.87
					Total :	1,675.87
142670	5/17/2012	69354 HEMET, CITY OF (PB)	Ben311846		PERSONAL PAYBACK - TAX DEFERRE: PERSONAL PAYBACK - TAX DEFERRE: 750-2177	600.00
					Total :	600.00
142671	5/17/2012	69345 HEMET, CITY OF (MEDICAL INS)	Ben311796		OGDEN- VISION: Payment OGDEN- VISION: Payment 750-2150 OGDEN-DENTAL: Payment 750-2150	6,812.00 20,174.00
					Total :	26,986.00
142672	5/17/2012	69110 HEMET, CITY OF POLICE ASSOC	Ben311800		POLICE CANCER INSURANCE: Paymen POLICE CANCER INSURANCE: Paymen 750-2165 POLICE LIFE INSURANCE: Payment 750-2165 HEMET POLICE ASSOCIATION: Paymer 750-2165 POLICE CANCER INSURANCE: Paymen 750-2165	497.39 125.00 3,120.00 -0.25
					Total :	3,742.14

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Voucher	Date	Vendor	Invoice	PO #	Description/Account	Amount
142675	5/17/2012	18626 HEMET, CITY OF WATER	1394		DEPARTMENT WATER BILLS DEPARTMENT WATER BILLS 571-0820	283.53
			1523		DEPARTMENT WATER BILLS DEPARTMENT WATER BILLS 571-0820	181.46
			1524		DEPARTMENT WATER BILLS DEPARTMENT WATER BILLS 571-0820	194.25
			2158		DEPARTMENT WATER BILLS DEPARTMENT WATER BILLS 571-0820	195.40
			2159		DEPARTMENT WATER BILLS DEPARTMENT WATER BILLS 571-0820	131.01
			2160		DEPARTMENT WATER BILLS DEPARTMENT WATER BILLS 571-0820	170.21
			2161		DEPARTMENT WATER BILLS DEPARTMENT WATER BILLS 571-0820	100.79
			2162		DEPARTMENT WATER BILLS DEPARTMENT WATER BILLS 571-0820	200.59
			2163		DEPARTMENT WATER BILLS DEPARTMENT WATER BILLS 571-0820	195.69
			2494		DEPARTMENT WATER BILLS DEPARTMENT WATER BILLS 571-0820	345.57
			2710		DEPARTMENT WATER BILLS DEPARTMENT WATER BILLS 571-0820	280.08
			2711		DEPARTMENT WATER BILLS DEPARTMENT WATER BILLS 571-0820	229.96

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Voucher	Date	Vendor	Invoice	PO #	Description/Account	Amount
142675	5/17/2012	18626 HEMET, CITY OF WATER	(Continued) 2748		DEPARTMENT WATER BILLS DEPARTMENT WATER BILLS 571-0820	1,289.52
			2749		DEPARTMENT WATER BILLS DEPARTMENT WATER BILLS 571-0820	42.28
			2750		DEPARTMENT WATER BILLS DEPARTMENT WATER BILLS 571-0820	5,301.36
			2751		DEPARTMENT WATER BILLS DEPARTMENT WATER BILLS 571-0820	1,570.03
			2752		DEPARTMENT WATER BILLS DEPARTMENT WATER BILLS 254-0720	165.72
			2769		DEPARTMENT WATER BILLS DEPARTMENT WATER BILLS 571-0820	197.08
			2784		DEPARTMENT WATER BILLS DEPARTMENT WATER BILLS 571-0820	3,198.62
			2893		DEPARTMENT WATER BILLS DEPARTMENT WATER BILLS 571-0820	1,318.32
			2894		DEPARTMENT WATER BILLS DEPARTMENT WATER BILLS 571-0820	209.52
			3044		DEPARTMENT WATER BILLS DEPARTMENT WATER BILLS 571-0820	2,384.16
			3045		DEPARTMENT WATER BILLS DEPARTMENT WATER BILLS 571-0820	73.13
					DEPARTMENT WATER BILLS DEPARTMENT WATER BILLS 571-0820	126.02

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Voucher	Date	Vendor	Invoice	PO #	Description/Account	Amount
142675	5/17/2012	18626 HEMET, CITY OF WATER	(Continued)			
			3091		DEPARTMENT WATER BILLS DEPARTMENT WATER BILLS 571-0820	134.75
			3261		DEPARTMENT WATER BILLS DEPARTMENT WATER BILLS 571-0820	205.43
			3287		DEPARTMENT WATER BILLS DEPARTMENT WATER BILLS 396-8000-2710	84.52
			3288		DEPARTMENT WATER BILLS DEPARTMENT WATER BILLS 571-0820	123.38
			3352		DEPARTMENT WATER BILLS DEPARTMENT WATER BILLS 685-4560-2100	564.24
			3353		DEPARTMENT WATER BILLS DEPARTMENT WATER BILLS 685-4560-2100	237.64
			3521		DEPARTMENT WATER BILLS DEPARTMENT WATER BILLS 571-0820	62.37
			3627		DEPARTMENT WATER BILLS DEPARTMENT WATER BILLS 571-0820	518.83
			45821		DEPARTMENT WATER BILLS DEPARTMENT WATER BILLS 571-9000-2100	141.72
			48106		DEPARTMENT WATER BILLS DEPARTMENT WATER BILLS 228-8274-2100	56.44
			48107		DEPARTMENT WATER BILLS DEPARTMENT WATER BILLS 228-8274-2100	74.02
			48108		DEPARTMENT WATER BILLS DEPARTMENT WATER BILLS	

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Voucher	Date	Vendor	Invoice	PO #	Description/Account	Amount
142675	5/17/2012	18626 HEMET, CITY OF WATER	(Continued)			
			48109		228-8274-2100 DEPARTMENT WATER BILLS	65.39
			48112		228-8274-2100 DEPARTMENT WATER BILLS	69.09
			48113		228-8274-2100 DEPARTMENT WATER BILLS	68.74
			48716		228-8274-2100 DEPARTMENT WATER BILLS	59.66
			49554		228-8274-2100 DEPARTMENT WATER BILLS	97.71
			50656		685-4560-2100 DEPARTMENT WATER BILLS	69.23
			52222		571-0820 DEPARTMENT WATER BILLS	150.29
			54121		571-0820 DEPARTMENT WATER BILLS	117.50
			54122		571-0820 DEPARTMENT WATER BILLS	56.44
			54803		571-0820 DEPARTMENT WATER BILLS	151.65
			89684		571-0820 DEPARTMENT WATER BILLS	90.24
			89685		225-8250-2100 DEPARTMENT WATER BILLS	77.19

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Voucher	Date	Vendor	Invoice	PO #	Description/Account	Amount
142675	5/17/2012	18626 HEMET, CITY OF WATER	(Continued)		DEPARTMENT WATER BILLS 225-8250-2100	69.96
					Total :	21,730.73
142676	5/17/2012	80436 HESS, MATTHEW	TRAVEL		ADVANCE,GANG,SD,5/29-31 ADVANCE,GANG,SD,5/29-31 110-3100-2563	150.00
					Total :	150.00
142677	5/17/2012	73802 HI-TECH SECURITY	012627		ALARM MONITORING ALARM MONITORING 685-4560-2400	50.00
					Total :	50.00
142678	5/17/2012	77910 HOLIDAY INN	REQ 05/10		LODGING,GOODWYN,DRUG,6/18-28 LODGING,GOODWYN,DRUG,6/18-28 232-3169-2560	1,312.74
					Total :	1,312.74
142679	5/17/2012	77910 HOLIDAY INN	REQ 05-10		LODGING,WISEHART,SWAT,6/4-8 LODGING,WISEHART,SWAT,6/4-8 236-3167-2560	619.25
					Total :	619.25
142680	5/17/2012	80907 HOLTE, RON/JUDY	100317		REFUND CLOSED UTILITY ACCOUNT REFUND CLOSED UTILITY ACCOUNT 571-0835	213.65
					Total :	213.65
142681	5/17/2012	74732 HOME DEPOT CREDIT SERVICES	322503959441		BUILDING MATERIAL BUILDING MATERIAL 254-4650-2450	71.84
			322503959540		BUILDING MATERIAL BUILDING MATERIAL	179.22

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Voucher	Date	Vendor	Invoice	PO #	Description/Account	Amount
142681	5/17/2012	74732 HOME DEPOT CREDIT SERVICES	(Continued)		228-8265-2450 BUILDING MATERIAL	82.23
					110-4250-2450 BUILDING MATERIAL	188.82
					225-8250-2450 BUILDING MATERIAL	23.80
					254-4650-2850 BUILDING MATERIAL	8.56
					120-3350-2250 BUILDING MATERIAL	161.12
					120-1700-2250 BUILDING MATERIAL	147.62
			322503959599		BUILDING MATERIAL	
					571-9000-2450 BUILDING MATERIAL	57.41
					254-4600-2450	16.57
					Total :	937.19
142682	5/17/2012	31397 HUB CONSTRUCTION	X02013524		PARTS/SUPPLIES	
					PARTS/SUPPLIES	
					221-4200-2450	762.79
			X02013525		PARTS/SUPPLIES	
					PARTS/SUPPLIES	
					221-4200-2850	977.18
					Total :	1,739.97
142683	5/17/2012	73294 HUNTER MD, JOHN W	17917		MEDICAL SERVICES	
					MEDICAL SERVICES	
					110-3200-1400	150.00
			17917*		MEDICAL SERVICES	
					MEDICAL SERVICES	
					254-4600-1400	50.00
					Total :	200.00
142684	5/17/2012	90906 I E H D PRODUCTIONS	02		PRODUCE VIDEO FOOTAGE OF HEME	

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Voucher	Date	Vendor	Invoice	PO #	Description/Account	Amount
142684	5/17/2012	90906 I E H D PRODUCTIONS	(Continued)	2012-000502	PRODUCE VIDEO FOOTAGE OF HEME 100-1100-2710	150.00
Total :						150.00
142685	5/17/2012	86242 I P C USA, INC	141661	2012-000537	UNLEADED FUEL~ UNLEADED FUEL~ 684-1291	27,002.54
			141662	2012-000537	FUEL 684-1291 UNLEADED FUEL~ UNLEADED FUEL~ 684-1291	267.53 25,908.97
Total :						53,435.73
142686	5/17/2012	32981 ICMA RETIREMENT TRUST M & T BK	Ben311826		DEFERRED COMP MGMT: Payment DEFERRED COMP MGMT: Payment 750-2135	2,676.74
					DEFERRED COMP: Payment 750-2135	8,055.61
					DEFERRED COMP PART TIME: Paymen 750-2135	533.21
					DEFERRED COMP RETIREE MED: Payr 750-2135	5,575.00
Total :						16,840.56
142687	5/17/2012	82545 INDUSTRIAL HEARING & PULMONARY	8732		AUDIOMETRIC TEST FOR EMPLOYEES AUDIOMETRIC TEST FOR EMPLOYEES 681-2350-2710	5.00
Total :						5.00
142688	5/17/2012	33600 INLAND WATERWORKS SUPPLY	241544		PIPELINE MATERIALS PIPELINE MATERIALS 571-9000-2450	276.38

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Voucher	Date	Vendor	Invoice	PO #	Description/Account	Amount
142688	5/17/2012	33600 INLAND WATERWORKS SUPPLY	(Continued) 241675		PIPELINE MATERIALS PIPELINE MATERIALS 571-9000-2450	14.55 Total : 290.93
142689	5/17/2012	83665 INTER VALLEY HEALTH PLAN	71345		RETURN EVENT DEPOSIT RETURN EVENT DEPOSIT 110-2049	300.00 Total : 300.00
142690	5/17/2012	69829 INTERNAL CONTROL	10406		POLYGRAPH TESTING POLYGRAPH TESTING 110-3100-2712	500.00 Total : 500.00
142691	5/17/2012	33860 INTERNATIONAL CODE COUNCIL	0128078 0129029		PUBLICATIONS PUBLICATIONS 120-3300-2220 PUBLICATIONS PUBLICATIONS 120-3300-2220	77.89 42.41 Total : 120.30
142692	5/17/2012	33881 INTERSTATE BATTERY SYSTEM, INC	33123542		VEHICLE BATTERIES VEHICLE BATTERIES 684-4550-2350	176.01 Total : 176.01
142693	5/17/2012	89265 JANSONS, JOHN	REQ 05/15 TRAVE1		REIMB EXPENSES,HUD,LA,5/1 REIMB EXPENSES,HUD,LA,5/1 100-1200-2560 ADVANCE,ICSC,VEGAS,5/20-23 ADVANCE,ICSC,VEGAS,5/20-23 100-1100-2550	229.75 280.00 Total : 509.75

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Voucher	Date	Vendor	Invoice	PO #	Description/Account	Amount
142694	5/17/2012	91056 JAUHARI, KASSIDY	98078		REFUND CLOSED UTILITY ACCT REFUND CLOSED UTILITY ACCT 571-0835	112.52
Total :						112.52
142695	5/17/2012	35475 JOBS AVAILABLE, INC	1209013		ADS FOR EMPLOYMENT ADS FOR EMPLOYMENT 100-1800-2220	752.50
Total :						752.50
142696	5/17/2012	87652 JOHNSON, JOLEEN	85902		REFUND CLOSED UTILITY ACCOUNT REFUND CLOSED UTILITY ACCOUNT 571-0835	174.63
Total :						174.63
142697	5/17/2012	37290 K M E FIRE APPARATUS	517167		FIRE TRUCK PARTS FIRE TRUCK PARTS 684-4550-2350	161.80
Total :						161.80
142698	5/17/2012	90048 K S DUNBAR & ASSOCIATES INC	1186-05		CONSULTANT TO PROVIDE ENVIRONM	
				2012-000331	CONSULTANT TO PROVIDE ENVIRONM 254-4650-2710	2,058.21
				2012-000331	CONSULTANT TO PROVIDE ENVIRONM 221-4200-2560	2,058.21
				2012-000331	CONSULTANT TO PROVIDE ENVIRONM 228-8265-2710	88.72
				2012-000331	CONSULTANT TO PROVIDE ENVIRONM 225-8250-2710	354.86
Total :						4,560.00
142699	5/17/2012	30215 KENNY STRICKLAND INC	4059858		VEHICLE OIL VEHICLE OIL 110-3200-2450	91.52
Total :						91.52
142700	5/17/2012	91057 KHADEMI, GHOLAMOSSEIN	100212		REFUND CLOSED UTILITY ACCT	

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Voucher	Date	Vendor	Invoice	PO #	Description/Account	Amount
142700	5/17/2012	91057 KHADEMI, GHOLAMOSSEIN	(Continued)		REFUND CLOSED UTILITY ACCT 571-0835	98.72
					Total :	98.72
142701	5/17/2012	77970 KNOTEK, LAURIE	TRAVEL		ADVANCE, ICSC, VEGAS, 5/20-23 ADVANCE, ICSC, VEGAS, 5/20-23 100-1100-2550	280.00
					Total :	280.00
142702	5/17/2012	70448 L & M FERTILIZER, INC	254069		LANDSCAPING MATERIALS LANDSCAPING MATERIALS 684-4550-2350	18.44
					Total :	18.44
142703	5/17/2012	38761 LAKE HEMET MUNICIPAL WATER DIS, CITY W/	01-01-0084-0		WATER CONSUMPTION WATER CONSUMPTION 685-4560-2100	126.09
			01-01-0085-0		WATER CONSUMPTION WATER CONSUMPTION 685-4560-2100	40.70
			01-04-0250-2		WATER CONSUMPTION WATER CONSUMPTION 225-8250-2100	87.89
			01-05-0240-1		WATER CONSUMPTION WATER CONSUMPTION 228-8273-2100	150.80
			01-05-0344-1		WATER CONSUMPTION WATER CONSUMPTION 228-8273-2100	35.28
			05-06-0041-0		WATER CONSUMPTION WATER CONSUMPTION 110-4250-2100	510.69
			201-00781		WATER CONSUMPTION WATER CONSUMPTION 396-8000-2710	173.85

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Voucher	Date	Vendor	Invoice	PO #	Description/Account	Amount
142703	5/17/2012	38761 LAKE HEMET MUNICIPAL WATER DIS, CITY W/	(Continued) 201-00908		WATER CONSUMPTION WATER CONSUMPTION 396-8000-2710	169.91 Total : 1,295.21
142704	5/17/2012	86418 LANGUAGE LINE SERVICES, INC	2932741		INTERPRETATION SERVICES INTERPRETATION SERVICES 110-3100-2713	5.64 Total : 5.64
142705	5/17/2012	78043 LAW ENFORCEMENT APPRECIATION	04/30/12		SPONSORSHIP, RIVERSIDE,4/19 SPONSORSHIP, RIVERSIDE,4/19 100-1200-2710	500.00
			043012		SPONSORSHIP, RIVERSIDE, 4/19 SPONSORSHIP, RIVERSIDE, 4/19 110-3100-2553	500.00 Total : 1,000.00
142706	5/17/2012	90271 LEGEND PUMP & WELL SERVICE INC	50387		WATER WELL SERVICE/REPAIR WATER WELL SERVICE/REPAIR 571-9000-2450	190.00 Total : 190.00
142707	5/17/2012	91058 LEONHARDT, APRIL	95688		REFUND CLOSED UTILITY ACCT REFUND CLOSED UTILITY ACCT 571-0835	85.98 Total : 85.98
142708	5/17/2012	88943 LONG, GLORIA	Ben311844		WAGE ASSIGNMENT: Payment WAGE ASSIGNMENT: Payment 750-2174	507.69 Total : 507.69
142709	5/17/2012	91069 LOPEZ, RICK	261		BREACHING EQUIPMENT BREACHING EQUIPMENT 110-3100-2801	222.58

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Voucher	Date	Vendor	Invoice	PO #	Description/Account	Amount
142709	5/17/2012	91069 91069 LOPEZ, RICK			(Continued)	Total : 222.58
142710	5/17/2012	82468 LOWE'S OF HEMET STORE #1556	98006176451		BUILDING SUPPLIES BUILDING SUPPLIES 110-3100-2701	77.18
			98006176469		BUILDING SUPPLIES BUILDING SUPPLIES 221-4200-2450	47.95 47.63
					BUILDING SUPPLIES 221-4200-2850	147.41
					Total :	320.17
142711	5/17/2012	70731 LYNN PEAVEY COMPANY	256222		EVIDENCE SUPPLIES/KITS EVIDENCE SUPPLIES/KITS 110-3100-2802	29.00
					Total :	29.00
142712	5/17/2012	79674 MATHESON TRI-GAS, INC	04577939		OXYGEN SUPPLIES OXYGEN SUPPLIES 110-3200-2453	46.09
			04616203		OXYGEN SUPPLIES OXYGEN SUPPLIES 110-3200-2453	62.50
			04616204		OXYGEN SUPPLIES OXYGEN SUPPLIES 110-3200-2453	51.70
			04616205		OXYGEN SUPPLIES OXYGEN SUPPLIES 110-3200-2453	40.90
			04616206		OXYGEN SUPPLIES OXYGEN SUPPLIES 110-3200-2453	46.30
					Total :	247.49

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Voucher	Date	Vendor	Invoice	PO #	Description/Account	Amount
142713	5/17/2012	91059 MEDLIN, JAMIE	95654		REFUND CLOSED UTILITY ACCT REFUND CLOSED UTILITY ACCT 571-0835	375.30 Total : 375.30
142714	5/17/2012	85849 MERIT OIL CO	167301	2012-000538	ULTRA LOW SULFUR DIESEL FUEL. DI ULTRA LOW SULFUR DIESEL FUEL. DI 684-1296	2,653.22
			167303	2012-000538	FUEL/OIL ULTRA LOW SULFUR DIESEL FUEL. DI 684-1296	8,145.78 Total : 10,799.00
142715	5/17/2012	81240 MICROMARKETING LLC	438669		DVD'S DVD'S 363-6100-2226	39.95 Total : 39.95
142716	5/17/2012	89750 MONTES, YADIRA	Ben311838		WAGE ASSIGNMENT: Payment WAGE ASSIGNMENT: Payment 750-2174	222.46 Total : 222.46
142717	5/17/2012	70768 MUNICIPAL CODE CORP	00216621		CODIFICATION OF MUNICIPAL CODES CODIFICATION OF MUNICIPAL CODES 100-1300-2710	2,025.70 Total : 2,025.70
142718	5/17/2012	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
142720	5/17/2012	60450 NAPA AUTO PARTS	314688		AUTO PARTS & SUPPLIES	

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Voucher	Date	Vendor	Invoice	PO #	Description/Account	Amount
142720	5/17/2012	60450 NAPA AUTO PARTS	(Continued)		AUTO PARTS & SUPPLIES	
					684-4550-2350	32.09
			315156		AUTO PARTS & SUPPLIES	
					AUTO PARTS & SUPPLIES	
					685-4560-2450	119.35
			315817		AUTO PARTS & SUPPLIES	
					AUTO PARTS & SUPPLIES	
					685-4560-2450	46.74
			319048		AUTO PARTS & SUPPLIES	
					AUTO PARTS & SUPPLIES	
					254-4600-2450	94.23
			319360		AUTO PARTS & SUPPLIES	
					AUTO PARTS & SUPPLIES	
					571-9000-2450	30.90
			319696		AUTO PARTS & SUPPLIES	
					AUTO PARTS & SUPPLIES	
					571-9000-2450	20.46
			320492		AUTO PARTS & SUPPLIES	
					AUTO PARTS & SUPPLIES	
					685-4560-2450	74.74
			320616		AUTO PARTS & SUPPLIES	
					AUTO PARTS & SUPPLIES	
					684-4550-2350	8.49
			320654		AUTO PARTS & SUPPLIES	
					AUTO PARTS & SUPPLIES	
					684-4550-2350	28.76
			320769		AUTO PARTS & SUPPLIES	
					AUTO PARTS & SUPPLIES	
					684-4550-2350	21.96
			320770		AUTO PARTS & SUPPLIES	
					AUTO PARTS & SUPPLIES	
					684-4550-2350	10.98
			320884		AUTO PARTS & SUPPLIES	
					AUTO PARTS & SUPPLIES	
					684-4550-2350	432.73

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Voucher	Date	Vendor	Invoice	PO #	Description/Account	Amount
142720	5/17/2012	60450 NAPA AUTO PARTS	(Continued)			
			320885		AUTO PARTS & SUPPLIES AUTO PARTS & SUPPLIES 684-4550-2350	33.59
			321086		AUTO PARTS & SUPPLIES AUTO PARTS & SUPPLIES 684-4550-2350	40.69
			321132		AUTO PARTS & SUPPLIES AUTO PARTS & SUPPLIES 684-4550-2350	14.42
			321236		AUTO PARTS & SUPPLIES AUTO PARTS & SUPPLIES 684-4550-2350	49.31
			321241		AUTO PARTS & SUPPLIES AUTO PARTS & SUPPLIES 684-4550-2350	41.33
			321434		AUTO PARTS & SUPPLIES AUTO PARTS & SUPPLIES 684-4550-2350	21.27
			321589		AUTO PARTS & SUPPLIES AUTO PARTS & SUPPLIES 684-4550-2350	247.33
			321722		AUTO PARTS & SUPPLIES AUTO PARTS & SUPPLIES 684-4550-2350	-86.62
			322337		AUTO PARTS & SUPPLIES AUTO PARTS & SUPPLIES 684-4550-2350	28.07
			322339		AUTO PARTS & SUPPLIES AUTO PARTS & SUPPLIES 684-4550-2350	28.07
			322450		AUTO PARTS & SUPPLIES AUTO PARTS & SUPPLIES 684-4550-2350	58.16
			322458		AUTO PARTS & SUPPLIES AUTO PARTS & SUPPLIES	

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Voucher	Date	Vendor	Invoice	PO #	Description/Account	Amount
142720	5/17/2012	60450 NAPA AUTO PARTS	(Continued)			
			322744		684-4550-2350 AUTO PARTS & SUPPLIES	31.65
			322746		684-4550-2350 AUTO PARTS & SUPPLIES	14.13
			322832		684-4550-2350 AUTO PARTS & SUPPLIES	152.73
					221-4200-2450 AUTO PARTS & SUPPLIES	43.18
Total :						1,638.74
142721	5/17/2012	71641 NATIONWIDE RETIREMENT SOLUTION	Ben311822		DEFERRED COMPENSATION: Payment	
					DEFERRED COMPENSATION: Payment	
					750-2130	5,590.57
Total :						5,590.57
142722	5/17/2012	90859 NETWORK INNOVATIONS GOVT SVCS	2040596995		SATELLITE	
					SATELLITE	
					680-3500-2450	111.52
Total :						111.52
142723	5/17/2012	77410 NIXON, LINDA	REQ 05/08		REIMB NOTARY EXPENSES	
					REIMB NOTARY EXPENSES	
					686-4150-2560	434.86
Total :						434.86
142724	5/17/2012	90866 NOVACOAST INC	90014026	2012-000495	PROVIDE ASSISTANCE WITH ACTIVE	
				2012-000495	PROVIDE ASSISTANCE WITH ACTIVE	
					331-3100-5400	2,625.00
					PROVIDE ASSISTANCE WITH NETWOR	
					331-3100-5400	1,487.50
Total :						4,112.50
142725	5/17/2012	72291 OFFICE DEPOT	607036730001		OFFICE SUPPLIES	
					OFFICE SUPPLIES	

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Voucher	Date	Vendor	Invoice	PO #	Description/Account	Amount
142725	5/17/2012	72291 OFFICE DEPOT	(Continued)			
			607047333001		110-3100-2253 OFFICE SUPPLIES OFFICE SUPPLIES	194.28
			607924612001		110-3100-2253 OFFICE SUPPLIES OFFICE SUPPLIES	133.15
					110-3100-2253	137.78
					Total :	465.21
142726	5/17/2012	69187 OGDEN BENEFITS ADMINISTRATION	JUN 2012		ADMIN FEES ADMIN FEES	
					689-2150-2710 ADMIN FEES	855.00
					682-2150-2710	1,179.00
					Total :	2,034.00
142727	5/17/2012	30380 OVERNIGHT INDUSTRIAL SUPPLY	58897		JANITORIAL SUPPLIES JANITORIAL SUPPLIES	
			58927		685-4560-2450 JANITORIAL SUPPLIES JANITORIAL SUPPLIES	145.89
			58928		685-4560-2450 JANITORIAL SUPPLIES JANITORIAL SUPPLIES	88.09
			58970		685-4560-2450 JANITORIAL SUPPLIES JANITORIAL SUPPLIES	88.09
			58989		685-4560-2450 JANITORIAL SUPPLIES JANITORIAL SUPPLIES	681.79
			59012		685-4560-2450 JANITORIAL SUPPLIES JANITORIAL SUPPLIES	191.26
					685-4560-2450	323.03

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Voucher	Date	Vendor	Invoice	PO #	Description/Account	Amount
142727	5/17/2012	30380	30380 OVERNIGHT INDUSTRIAL SUPPLY		(Continued)	Total : 1,518.15
142728	5/17/2012	73412	PACIFIC ALARM SERVICE	109548	ALARM SERVICE ALARM SERVICE 685-4560-2400	293.50 Total : 293.50
142729	5/17/2012	83991	PACIFIC TEK	8228	PARTS/SUPPLIES PARTS/SUPPLIES 571-9000-2450	227.85 Total : 227.85
142730	5/17/2012	91060	PAGE, REBECCA	100065	REFUND CLOSED UTILITY ACCT REFUND CLOSED UTILITY ACCT 571-0835	95.57 Total : 95.57
142731	5/17/2012	91061	PERLMUTTER, DONNA	98922	REFUND CLOSED UTILITY ACCT REFUND CLOSED UTILITY ACCT 571-0835	37.10 Total : 37.10
142732	5/17/2012	51368	PETTY CASH-CORPORATION YARD	REQ 05/03	REIMBURSE PETTY CASH FUND REIMBURSE PETTY CASH FUND 110-4250-2250 REIMBURSE PETTY CASH FUND 228-8265-2560 REIMBURSE PETTY CASH FUND 254-4600-2250 REIMBURSE PETTY CASH FUND 553-4500-2450 REIMBURSE PETTY CASH FUND 571-9000-2250 REIMBURSE PETTY CASH FUND 571-9000-2450 REIMBURSE PETTY CASH FUND	34.95 45.00 5.38 1.00 8.66 36.23

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Voucher	Date	Vendor	Invoice	PO #	Description/Account	Amount
142732	5/17/2012	51368 PETTY CASH-CORPORATION YARD	(Continued)		571-9000-2560 REIMBURSE PETTY CASH FUND	15.50
					684-4550-2350 REIMBURSE PETTY CASH FUND	8.69
					686-4150-2250 REIMBURSE PETTY CASH FUND	115.55
					686-4150-2560	104.59
					Total :	375.55
142733	5/17/2012	90963 PINEDA, CANDIDO	455603		VEHICLE UPHOLSTRY REPAIRS VEHICLE UPHOLSTRY REPAIRS	
					684-4550-2350	280.00
			455604		VEHICLE UPHOLSTRY REPAIRS VEHICLE UPHOLSTRY REPAIRS	
					684-4550-2350	240.00
					Total :	520.00
142734	5/17/2012	51796 PIP PRINTING #875	122174		COPYING & PRINTING SERVICE COPYING & PRINTING SERVICE	
					254-4600-2250	24.99
					COPYING & PRINTING SERVICE 254-4650-2250	28.11
					COPYING & PRINTING SERVICE 571-9000-2250	117.14
			122305		COPYING & PRINTING SERVICE COPYING & PRINTING SERVICE	
					110-3100-2717	37.91
			122307		COPYING & PRINTING SERVICE COPYING & PRINTING SERVICE	
					130-3100-2250	641.11
			122352		COPYING & PRINTING SERVICE COPYING & PRINTING SERVICE	
					110-3100-2717	85.79
			122393		COPYING & PRINTING SERVICE COPYING & PRINTING SERVICE	

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Voucher	Date	Vendor	Invoice	PO #	Description/Account	Amount
142734	5/17/2012	51796 PIP PRINTING #875	(Continued)			
			122410		120-3300-2714 COPYING & PRINTING SERVICE	53.93
			122435		110-3200-2250 COPYING & PRINTING SERVICE	73.59
			122476		110-3100-2717 COPYING & PRINTING SERVICE	132.47
			122482		120-4100-2250 COPYING & PRINTING SERVICE	11.31
			122484		120-1700-2714 COPYING & PRINTING SERVICE	45.16
			122489		686-4100-2250 COPYING & PRINTING SERVICE	2.82
			122523		571-5566-2220 COPYING & PRINTING SERVICE	710.34
			122524		686-4100-2250 COPYING & PRINTING SERVICE	207.00
			122557		686-4100-2250 COPYING & PRINTING SERVICE	238.30
			122580		685-4560-2250 COPYING & PRINTING SERVICE	24.50
			122591		110-3100-2717 COPYING & PRINTING SERVICE	7.59
			122622		100-1800-2220 COPYING & PRINTING SERVICE	65.24

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Voucher	Date	Vendor	Invoice	PO #	Description/Account	Amount
142734	5/17/2012	51796 PIP PRINTING #875	(Continued)		COPYING & PRINTING SERVICE 686-4100-2250	5.66
			122685		COPYING & PRINTING SERVICE COPYING & PRINTING SERVICE 110-3200-2710	254.49
					Total :	2,767.45
142735	5/17/2012	84339 PLUMBERS DEPOT INC	PD-18412		PARTS/SUPPLIES PARTS/SUPPLIES 254-4600-2850	328.64
					Total :	328.64
142736	5/17/2012	76348 POLLARDWATER.COM	325061		PARTS/SUPPLIES PARTS/SUPPLIES 571-9000-2850	882.20
					Total :	882.20
142737	5/17/2012	72786 POSITIVE PROMOTIONS	04408087		SAFETY PROGRAM SUPPLIES SAFETY PROGRAM SUPPLIES 110-3200-2250	465.95
					Total :	465.95
142738	5/17/2012	70826 POST AND PARCEL PLUS	81704		PACKAGING/MAILING SERVICE PACKAGING/MAILING SERVICE 110-3225-2250	11.41
			81705		COPYING & PRINTING SERVICE COPYING & PRINTING SERVICE 110-3225-2250	16.76
					Total :	28.17
142739	5/17/2012	67650 POWER PLAN OIB	p39607		PARTS & SUPPLIES PARTS & SUPPLIES 684-4550-2350	31.00
					Total :	31.00
142740	5/17/2012	79081 PRO INET	4192		CELLULAR PHONE ACCESSORIES	

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Voucher	Date	Vendor	Invoice	PO #	Description/Account	Amount
142740	5/17/2012	79081 PRO INET	(Continued)		CELLULAR PHONE ACCESSORIES 225-8250-2200	19.37
Total :						19.37
142741	5/17/2012	85286 PROFESSIONAL CONSTRUCTION SVCS	4040		BOARD UP/WEED ABATE/CLEANUP BOARD UP/WEED ABATE/CLEANUP 245-8823-2400	550.00
			4041	2012-000184	VENDOR TO CONTINUE BOARD UP/W/ VENDOR TO CONTINUE BOARD UP/W/ 120-3350-2400	400.00
			4043	2012-000184	~ ~ 120-3350-2400	90.00
			4045	2012-000184	VENDOR TO CONTINUE BOARD UP/W/ VENDOR TO CONTINUE BOARD UP/W/ 120-3350-2400	280.00
			4046	2012-000184	VENDOR TO CONTINUE BOARD UP/W/ VENDOR TO CONTINUE BOARD UP/W/ 120-3350-2400	250.00
			4047	2012-000184	~ ~ 120-3350-2400	180.00
			4048	2012-000184	03/22/12 VENDOR TO CONTINUE BOAF 03/22/12 VENDOR TO CONTINUE BOAF 120-3350-2400	375.00
			4049	2012-000184	03/22/12 VENDOR TO CONTINUE BOAF 03/22/12 VENDOR TO CONTINUE BOAF 120-3350-2400	360.00
			4050	2012-000184	VENDOR TO CONTINUE BOARD UP/W/ VENDOR TO CONTINUE BOARD UP/W/ 120-3350-2400	45.00
			4051	2012-000184	VENDOR TO CONTINUE BOARD UP/W/ VENDOR TO CONTINUE BOARD UP/W/ 120-3350-2400	685.00
			4052		VENDOR TO CONTINUE BOARD UP/W/	

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Voucher	Date	Vendor	Invoice	PO #	Description/Account	Amount
142741	5/17/2012	85286	PROFESSIONAL CONSTRUCTION SVCS			
			(Continued)			
				2012-000184	VENDOR TO CONTINUE BOARD UP/W/ 120-3350-2400	580.00
		4053		2012-000184	VENDOR TO CONTINUE BOARD UP/W/ 120-3350-2400	75.00
		4054		2012-000184	VENDOR TO CONTINUE BOARD UP/W/ 120-3350-2400	250.00
		4055		2012-000184	03/22/12 VENDOR TO CONTINUE BOAF 120-3350-2400	250.00
		4057		2012-000184	03/22/12 VENDOR TO CONTINUE BOAF 120-3350-2400	585.00
		4058		2012-000184	03/22/12 VENDOR TO CONTINUE BOAF 120-3350-2400	280.00
		4061		2012-000184	VENDOR TO CONTINUE BOARD UP/W/ 120-3350-2400	650.00
		4062		2012-000184	VENDOR TO CONTINUE BOARD UP/W/ 120-3350-2400	680.00
		4063		2012-000184	03/22/12 VENDOR TO CONTINUE BOAF 120-3350-2400	575.00
		4064		2012-000184	VENDOR TO CONTINUE BOARD UP/W/ 120-3350-2400	20.00
				2012-000184	03/22/12 VENDOR TO CONTINUE BOAF 120-3350-2400	405.00
		4065		2012-000184	VENDOR TO CONTINUE BOARD UP/W/ 120-3350-2400	75.00

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Voucher	Date	Vendor	Invoice	PO #	Description/Account	Amount
142741	5/17/2012	85286	85286 PROFESSIONAL CONSTRUCTION SVCS	(Continued)		Total : 7,640.00
142742	5/17/2012	53359 PUBLIC EMPLOYEES RETIREMENT SY	Ben311820		PERS SERV CRDT-TAX DEF: Payment PERS SERV CRDT-TAX DEF: Payment 750-2120 EPMC: Payment 750-2120 PENSION: Payment 750-2120 SURVIVOR BENEFITS-PERS MISC: Pay 750-2120 SURVIVOR BENEFITS-PERS SAFETY: F 750-2120 P.E.R.S. PENSION 100-1400-1400	7,117.52 886.90 235,749.96 147.87 95.79 -1.13 Total : 243,996.91
142743	5/17/2012	91009 PULKRABEK, LORI	Ben311842		WAGE ASSIGNMENT: Payment WAGE ASSIGNMENT: Payment 750-2174	362.50 Total : 362.50
142744	5/17/2012	91062 PUNJABI, HARISH	52516		REFUND CLOSED UTILITY ACCT REFUND CLOSED UTILITY ACCT 571-0835	196.59 Total : 196.59
142745	5/17/2012	91063 QUEZADA, CARLOS/ANGELICA	3678		REFUND CLOSED UTILITY ACCT REFUND CLOSED UTILITY ACCT 571-0835	248.61 Total : 248.61
142746	5/17/2012	53916 QUINN, DAVID	TRAVEL		ADVANCE,SLI,LA,6/7-9 ADVANCE,SLI,LA,6/7-9 236-3167-2560	150.00 Total : 150.00

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Voucher	Date	Vendor	Invoice	PO #	Description/Account	Amount
142747	5/17/2012	89191 R3 CONSULTING GROUP	6910	2012-000384	CONSULTANT TO PROVIDE TRANSITIC CONSULTANT TO PROVIDE TRANSITIC 553-4500-2710	1,400.00 Total : 1,400.00
142748	5/17/2012	54290 RAMONA HUMANE SOCIETY	COH043012	2012-000358	PROVIDE ANIMAL CONTROL SERVICE PROVIDE ANIMAL CONTROL SERVICE 110-3400-2400	18,505.97 Total : 18,505.97
142749	5/17/2012	76779 RANDOM HOUSE, INC	1083944836		AUDIO BOOKS AUDIO BOOKS 363-6100-2226	32.33
			1083988821		AUDIO BOOKS AUDIO BOOKS 363-6100-2226	25.86 Total : 58.19
142750	5/17/2012	87048 RELIANCE STANDARD	Ben311806		VOLUNTARY LIFE INSURANCE: Paymer VOLUNTARY LIFE INSURANCE: Paymer 750-2187	776.30 Total : 776.30
142751	5/17/2012	76684 RETMIER, SARA	REQ 04/25		REIMB PUBLICATIONS REIMB PUBLICATIONS 120-3300-2220	159.38 Total : 159.38
142752	5/17/2012	86716 REVENUE EXPERTS, INC	40742		CITATION PROCESSING CITATION PROCESSING 120-3350-2710	3,322.23 Total : 3,322.23
142753	5/17/2012	72998 RIVERSIDE, COUNTY OF	Ben311840		WAGE ASSIGNMENT: Payment WAGE ASSIGNMENT: Payment 750-2174	615.29

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Voucher	Date	Vendor	Invoice	PO #	Description/Account	Amount
142753	5/17/2012	72998 72998 RIVERSIDE, COUNTY OF	(Continued)			Total : 615.29
142754	5/17/2012	69456 RIVERSIDE, COUNTY OF (C&R)	ARCE/MADDOX		RECONVEYANCE & SUB TRUSTEE RECONVEYANCE & SUB TRUSTEE 242-8820-2400	36.00
			RADAR,D		RECONVEYANCE & SUB TRUSTEE RECONVEYANCE & SUB TRUSTEE 242-8820-2400	36.00
					Total :	72.00
142755	5/17/2012	72071 RIVERSIDE, COUNTY OF (DEH)	OCT-DEC 2011		VECTOR CONTROL VECTOR CONTROL 254-4650-2400	2,822.31
					Total :	2,822.31
142756	5/17/2012	88127 ROMAINE ELECTRIC CORP	12-014763		PARTS/SUPPLIES PARTS/SUPPLIES 684-4550-2350	269.32
					Total :	269.32
142757	5/17/2012	69252 ROSENOW SPEVACEK GROUP, INC	0028005	2012-000485	REDEV DISSOLUTION SERVICES REDEV DISSOLUTION SERVICES 396-8000-2710	1,680.00
			0028006	2012-000485	REDEV DISSOLUTION SERVICES REDEV DISSOLUTION SERVICES 396-8000-2710	1,360.00
					Total :	3,040.00
142758	5/17/2012	91064 RUPPERT, JEFFREY P	97660		REFUND CLOSED UTILITY ACCT REFUND CLOSED UTILITY ACCT 571-0835	82.10
					Total :	82.10
142759	5/17/2012	69109 S E I U LOCAL 721,CTW AND CLC	Ben311786		SEIU CONTRIBUTIONS: Payment SEIU CONTRIBUTIONS: Payment 750-2163	1,200.13

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Voucher	Date	Vendor	Invoice	PO #	Description/Account	Amount
142759	5/17/2012	69109 69109 S E I U LOCAL 721,CTW AND CLC	(Continued)			Total : 1,200.13
142760	5/17/2012	86224 SEHI COMPUTER PRODUCTS INC	00082583		PARTS/SUPPLIES	
			83039		PARTS/SUPPLIES 100-1400-2250	345.06
					PARTS/SUPPLIES 100-1400-2250	133.21
						Total : 478.27
142761	5/17/2012	87680 SENIOR HOME REPAIR INC	1597		CDBG REIMBURSEMENT	
			1598		CDBG REIMBURSEMENT 240-3977-2400	311.10
			1599		CDBG REIMBURSEMENT 240-3977-2400	188.96
					CDBG REIMBURSEMENT 240-3977-2400	440.27
					CDBG REIMBURSEMENT CORRECTION 240-3947-2400	-10.00
					CDBG REIMBURSEMENT CORRECTION 240-3977-2400	10.00
						Total : 940.33
142762	5/17/2012	74740 SHADOW CANYON APARTMENTS	11092		REFUND CLOSED UTILITY ACCT	
			11095		REFUND CLOSED UTILITY ACCT 571-0835	2,230.50
					REFUND CLOSED UTILITY ACCT 571-0835	3,796.14
						Total : 6,026.64
142763	5/17/2012	73687 SHERATON HOTEL	REQ 05/10		LODGING,QUINN,SLI,6/7-9	
					LODGING,QUINN,SLI,6/7-9 236-3167-2560	321.24

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Voucher	Date	Vendor	Invoice	PO #	Description/Account	Amount
142763	5/17/2012	73687 73687 SHERATON HOTEL			(Continued)	Total : 321.24
142764	5/17/2012	85416 SLADDEN ENGINEERING	29715	2012-000503	GEOTECHNICAL TESTING AND CONCF GEOTECHNICAL TESTING AND CONCF 224-5533-2710	1,390.00
			29716	2012-000527	GEOTECHNICAL TESTING FOR STREE GEOTECHNICAL TESTING FOR STREE 329-5552-2710	178.00
					Total :	1,568.00
142765	5/17/2012	58450 SMART & FINAL	108326		FOOD & JANITORIAL SUPPLIES FOOD & JANITORIAL SUPPLIES 100-1400-2250	107.84
			109881		FOOD & JANITORIAL SUPPLIES FOOD & JANITORIAL SUPPLIES 110-3100-2803	33.06
					Total :	140.90
142766	5/17/2012	59300 SOCO GROUP, INC, THE	650663		FUEL & OIL FUEL & OIL 110-3200-2623	1,360.89
					Total :	1,360.89
142770	5/17/2012	59145 SOUTHERN CALIFORNIA EDISON	2004613295		ELECTRIC BILLS ELECTRIC BILLS 221-4200-2100	387.42
			2004613352		ELECTRIC BILLS ELECTRIC BILLS 225-8250-2100	14.27
			2012028205		571-9000-2100	23,774.32
			2012028759		ELECTRIC BILLS ELECTRIC BILLS 225-8250-2100	146.42
					ELECTRIC BILLS	

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Voucher	Date	Vendor	Invoice	PO #	Description/Account	Amount
142770	5/17/2012	59145 SOUTHERN CALIFORNIA EDISON	(Continued)			
			2012028767		227-8260-2100 ELECTRIC BILLS	129.99
			2012029070		227-8261-2100 ELECTRIC BILLS	578.74
			2107059958		225-8250-2100 ELECTRIC BILLS	13.17
			2232322826		227-8260-2100 ELECTRIC BILLS	1,544.63
			2232322891		225-8250-2100 ELECTRIC BILLS	315.49
			2232322925		225-8250-2100 ELECTRIC BILLS	217.72
					228-8269-2100 ELECTRIC BILLS	21.52
					571-9000-2100 ELECTRIC BILLS	3,705.13
			2232323063		225-8250-2100 ELECTRIC BILLS	3,043.44
			2232323196		110-4250-2100 ELECTRIC BILLS	703.75
			2232323212		221-4200-2100 ELECTRIC BILLS	1,653.24
			2232323303		225-8250-2100 ELECTRIC BILLS	5,241.35
					225-8250-2100 ELECTRIC BILLS	23,662.39

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Voucher	Date	Vendor	Invoice	PO #	Description/Account	Amount
142770	5/17/2012	59145 SOUTHERN CALIFORNIA EDISON	(Continued) 2242040640		ELECTRIC BILLS ELECTRIC BILLS 225-8250-2100	17.12
			2242079879		ELECTRIC BILLS ELECTRIC BILLS 221-4200-2100	43.37
			2244518882		ELECTRIC BILLS ELECTRIC BILLS 225-8250-2100	12.07
			2245459771		ELECTRIC BILLS ELECTRIC BILLS 225-8250-2100	18.85
			2245871876		ELECTRIC BILLS ELECTRIC BILLS 685-4560-2100	6,113.89
			2247384472		ELECTRIC BILLS ELECTRIC BILLS 225-8250-2100	17.96
			2248156309		ELECTRIC BILLS ELECTRIC BILLS 225-8250-2100	36.55
			2248596652		ELECTRIC BILLS ELECTRIC BILLS 225-8250-2100	83.34
			2252086566		ELECTRIC BILLS ELECTRIC BILLS 225-8250-2100	66.07
			2253913719		ELECTRIC BILLS ELECTRIC BILLS 225-8250-2100	32.16
			2257276675		ELECTRIC BILLS ELECTRIC BILLS 227-8264-2100	118.77
			2257302521		ELECTRIC BILLS ELECTRIC BILLS	

Bank code : 001

Voucher	Date	Vendor	Invoice	PO #	Description/Account	Amount
142770	5/17/2012	59145 SOUTHERN CALIFORNIA EDISON	(Continued)			
			2257685602		228-8270-2100 ELECTRIC BILLS	21.78
			2257685701		225-8250-2100 ELECTRIC BILLS	33.58
			2263349581		225-8250-2100 ELECTRIC BILLS	22.47
			2263709958		685-4560-2100 ELECTRIC BILLS	120.48
			2265812006		225-8250-2100 ELECTRIC BILLS	43.59
			2277162525		225-8250-2100 ELECTRIC BILLS	75.72
			2277569539		221-4200-2100 ELECTRIC BILLS	57.42
			2277863965		221-4200-2100 ELECTRIC BILLS	38.12
			2278300660		225-8250-2100 ELECTRIC BILLS	34.85
			2278300777		227-8279-2100 ELECTRIC BILLS	45.53
					225-8250-2100 ELECTRIC BILLS	17.49
					225-8250-2100 ELECTRIC BILLS	26.10
					221-4200-2100 ELECTRIC BILLS	65.61

Bank code : 001

Voucher	Date	Vendor	Invoice	PO #	Description/Account	Amount
142770	5/17/2012	59145 SOUTHERN CALIFORNIA EDISON	(Continued) 2278648761		ELECTRIC BILLS ELECTRIC BILLS 221-4200-2100	36.11
			2278648936		ELECTRIC BILLS ELECTRIC BILLS 228-8265-2100	21.26
			2279079552		ELECTRIC BILLS ELECTRIC BILLS 221-4200-2100	42.81
			2283624914		ELECTRIC BILLS 225-8250-2100	47.07
			2287778179		ELECTRIC BILLS ELECTRIC BILLS 225-8250-2100	163.64
			2290036771		ELECTRIC BILLS ELECTRIC BILLS 227-8268-2100	58.67
			2290834654		ELECTRIC BILLS ELECTRIC BILLS 228-8268-2100	58.74
			2290834720		ELECTRIC BILLS ELECTRIC BILLS 225-8250-2100	15.88
			2290866136		ELECTRIC BILLS ELECTRIC BILLS 225-8250-2100	189.44
			2291251585		ELECTRIC BILLS ELECTRIC BILLS 228-8283-2100	107.65
					ELECTRIC BILLS ELECTRIC BILLS 227-8283-2100	55.98
					ELECTRIC BILLS ELECTRIC BILLS	44.54

Bank code : 001

Voucher	Date	Vendor	Invoice	PO #	Description/Account	Amount
142770	5/17/2012	59145 SOUTHERN CALIFORNIA EDISON	(Continued)			
			2291251817		225-8250-2100 ELECTRIC BILLS	32.57
			2293452942		225-8250-2100 ELECTRIC BILLS	21.65
					227-8266-2100 ELECTRIC BILLS	334.47
			2299137406		228-8266-2100 ELECTRIC BILLS	343.51
					227-8270-2100 ELECTRIC BILLS	287.12
					227-8276-2100 ELECTRIC BILLS	36.15
					228-8276-2100 ELECTRIC BILLS	111.56
					221-4200-2100 ELECTRIC BILLS	35.44
			2301449542		228-8270-2100 ELECTRIC BILLS	22.03
					227-8267-2100 ELECTRIC BILLS	55.73
			2302592803		228-8267-2100 ELECTRIC BILLS	104.18
					221-4200-2100 ELECTRIC BILLS	45.97
			2304560741		225-8250-2100 ELECTRIC BILLS	30.85
					227-8278-2100 ELECTRIC BILLS	54.86

Bank code : 001

Voucher	Date	Vendor	Invoice	PO #	Description/Account	Amount
142770	5/17/2012	59145 SOUTHERN CALIFORNIA EDISON	(Continued)		227-8277-2100 ELECTRIC BILLS	40.96
			2304749179		228-8277-2100 ELECTRIC BILLS	64.69
			2304888894		685-4560-2100 ELECTRIC BILLS	410.76
			2304917719		225-8250-2100 ELECTRIC BILLS	31.26
			2308761147		228-8279-2100 ELECTRIC BILLS	59.22
					228-8285-2100 ELECTRIC BILLS	21.78
			2315913368		227-8285-2100 ELECTRIC BILLS	15.93
			2318815362		228-8270-2100 ELECTRIC BILLS	22.28
			2326413903		225-8250-2100 ELECTRIC BILLS	377.97
			2333326700		227-8284-2100 ELECTRIC BILLS	21.88
					228-8283-2100 ELECTRIC BILLS	23.59
					227-8283-2100 ELECTRIC BILLS	49.88
					221-4200-2100 ELECTRIC BILLS	43.54
					225-8250-2100	241.56

Bank code : 001

Voucher	Date	Vendor	Invoice	PO #	Description/Account	Amount
142770	5/17/2012	59145 SOUTHERN CALIFORNIA EDISON	(Continued) 2333964872		ELECTRIC BILLS ELECTRIC BILLS 221-4200-2100	40.43
			2334519717		ELECTRIC BILLS ELECTRIC BILLS 227-8276-2100	33.34
			2336168786		ELECTRIC BILLS ELECTRIC BILLS 227-8271-2100	115.48
			2337297485		ELECTRIC BILLS ELECTRIC BILLS 228-8271-2100	72.55
			2340622554		ELECTRIC BILLS ELECTRIC BILLS 228-8265-2100	23.73
			2340622703		ELECTRIC BILLS ELECTRIC BILLS 221-4200-2100	38.27
			2344590997		ELECTRIC BILLS ELECTRIC BILLS 225-8250-2100	56.10
			2344591011		ELECTRIC BILLS ELECTRIC BILLS 225-8250-2100	24.79
			2344591052		ELECTRIC BILLS ELECTRIC BILLS 227-8282-2100	15.69
			2344591102		ELECTRIC BILLS ELECTRIC BILLS 228-8289-2100	21.78
					ELECTRIC BILLS ELECTRIC BILLS 228-8289-2100	31.59
					ELECTRIC BILLS ELECTRIC BILLS 228-8289-2100	21.65

Bank code : 001

Voucher	Date	Vendor	Invoice	PO #	Description/Account	Amount
142770	5/17/2012	59145 SOUTHERN CALIFORNIA EDISON	(Continued)		227-8289-2100	132.66
Total :						76,727.12
142771	5/17/2012	59150 SOUTHERN CALIFORNIA GAS CO	01588594562		MONTHLY GAS BILLS MONTHLY GAS BILLS 685-4560-2100	258.74
			03682435007		MONTHLY GAS BILLS MONTHLY GAS BILLS 685-4560-2100	25.20
			05552445005		MONTHLY GAS BILLS MONTHLY GAS BILLS 685-4560-2100	21.14
			06202437544		MONTHLY GAS BILLS MONTHLY GAS BILLS 685-4560-2100	17.07
			08722433003		MONTHLY GAS BILLS MONTHLY GAS BILLS 685-4560-2100	33.34
			11642551425		MONTHLY GAS BILLS MONTHLY GAS BILLS 110-3100-2805	0.81
			12308894166		MONTHLY GAS BILLS MONTHLY GAS BILLS 110-3100-2805	7.32
			13552433008		MONTHLY GAS BILLS MONTHLY GAS BILLS 685-4560-2100	195.23
			14602433568		MONTHLY GAS BILLS MONTHLY GAS BILLS 685-4560-2100	26.83
			16839831845		MONTHLY GAS BILLS MONTHLY GAS BILLS 680-1930-2100	120.99
			16915239764		MONTHLY GAS BILLS MONTHLY GAS BILLS	

Bank code : 001

Voucher	Date	Vendor	Invoice	PO #	Description/Account	Amount
142771	5/17/2012	59150 SOUTHERN CALIFORNIA GAS CO	(Continued)		685-4560-2100	8.30
			17332433840		MONTHLY GAS BILLS	
					MONTHLY GAS BILLS	
			17542433523		685-4560-2100	0.81
					MONTHLY GAS BILLS	
					MONTHLY GAS BILLS	
			17752433346		685-4560-2100	5.69
					MONTHLY GAS BILLS	
					MONTHLY GAS BILLS	
			17962433391		685-4560-2100	25.20
					MONTHLY GAS BILLS	
					MONTHLY GAS BILLS	
			19222435406		685-4560-2100	23.58
					MONTHLY GAS BILLS	
					MONTHLY GAS BILLS	
			19422505008		685-4560-2100	24.39
					MONTHLY GAS BILLS	
					MONTHLY GAS BILLS	
			20052532007		685-4560-2100	650.69
					MONTHLY GAS BILLS	
					MONTHLY GAS BILLS	
					685-4560-2100	34.02
					Total :	1,479.35
142772	5/17/2012	91041 SPITSNAUGLE, MICHAEL	REQ 05/02		REIMB COMMERCIAL DRIVER LIC	
					REIMB COMMERCIAL DRIVER LIC	
					110-3200-2560	66.00
					Total :	66.00
142773	5/17/2012	70870 STANDARD INSURANCE CO (LTD)	Ben311792		LONG TERM DISABILITY: Payment	
					LONG TERM DISABILITY: Payment	
					750-2141	8,558.91
					Total :	8,558.91
142774	5/17/2012	60005 STANDARD INSURANCE OF OREGON	Ben311788		LIFE INSURANCE POLICE: Payment	

Bank code : 001

Voucher	Date	Vendor	Invoice	PO #	Description/Account	Amount
142774	5/17/2012	60005 STANDARD INSURANCE OF OREGON	(Continued)		LIFE INSURANCE POLICE: Payment 750-2145	126.75
Total :						126.75
142777	5/17/2012	76654 STAPLES ADVANTAGE	3172422403		OFFICE SUPPLIES OFFICE SUPPLIES 120-3300-2250	15.65
			3172422407		OFFICE SUPPLIES OFFICE SUPPLIES 120-4100-2250	39.63
					OFFICE SUPPLIES 686-4100-2250	39.63
			3172422408		OFFICE SUPPLIES OFFICE SUPPLIES 686-4150-2250	39.62
					OFFICE SUPPLIES 120-4100-2250	20.88
					OFFICE SUPPLIES 686-4100-2250	20.88
			3172422409		OFFICE SUPPLIES OFFICE SUPPLIES 686-4150-2250	20.89
					OFFICE SUPPLIES 120-4100-2250	42.68
					OFFICE SUPPLIES 686-4150-2250	42.68
			3172422410		OFFICE SUPPLIES OFFICE SUPPLIES 686-4100-2250	42.67
					OFFICE SUPPLIES 120-4100-2250	32.21
					OFFICE SUPPLIES 686-4100-2250	32.21
					OFFICE SUPPLIES 686-4150-2250	32.21

Bank code : 001

Voucher	Date	Vendor	Invoice	PO #	Description/Account	Amount
142777	5/17/2012	76654 STAPLES ADVANTAGE	(Continued) 3172422411		OFFICE SUPPLIES OFFICE SUPPLIES 120-4100-2250	84.69
					OFFICE SUPPLIES 686-4100-2250	84.69
			3172422460		OFFICE SUPPLIES OFFICE SUPPLIES 686-4150-2250	84.68
			3174033149		OFFICE SUPPLIES OFFICE SUPPLIES 571-9000-2250	317.81
			3174033150		OFFICE SUPPLIES OFFICE SUPPLIES 100-1100-2250	229.26
			3174033151		OFFICE SUPPLIES OFFICE SUPPLIES 100-1100-2250	513.49
			3174033152		OFFICE SUPPLIES OFFICE SUPPLIES 120-3300-2250	8.57
			3174033153		OFFICE SUPPLIES OFFICE SUPPLIES 120-3300-2250	8.57
			3174033154		OFFICE SUPPLIES OFFICE SUPPLIES 120-3300-2250	154.70
			3174033155		OFFICE SUPPLIES OFFICE SUPPLIES 120-3300-2250	9.06
			3174033156		OFFICE SUPPLIES OFFICE SUPPLIES 120-3300-2250	61.17
			3174033157		OFFICE SUPPLIES OFFICE SUPPLIES 100-1400-2250	209.04

Bank code : 001

Voucher	Date	Vendor	Invoice	PO #	Description/Account	Amount
142777	5/17/2012	76654 STAPLES ADVANTAGE	(Continued)		OFFICE SUPPLIES	
					100-1100-2250	20.07
			3174033158		OFFICE SUPPLIES	
					OFFICE SUPPLIES	
					120-4100-2250	48.50
					OFFICE SUPPLIES	
					686-4100-2250	48.50
					OFFICE SUPPLIES	
					686-4150-2250	48.49
			3174033159		OFFICE SUPPLIES	
					OFFICE SUPPLIES	
					120-4100-2250	27.00
					OFFICE SUPPLIES	
					686-4100-2250	27.00
					OFFICE SUPPLIES	
					686-4150-2250	27.00
			3174033160		OFFICE SUPPLIES	
					OFFICE SUPPLIES	
					120-4100-2250	27.77
					OFFICE SUPPLIES	
					686-4100-2250	27.77
					OFFICE SUPPLIES	
					686-4150-2250	27.76
			3174033161		OFFICE SUPPLIES	
					OFFICE SUPPLIES	
					686-4150-2250	-7.33
			3174033162		OFFICE SUPPLIES	
					OFFICE SUPPLIES	
					686-4150-2250	-0.03
			3174033163		OFFICE SUPPLIES	
					OFFICE SUPPLIES	
					120-4100-2250	20.03
					OFFICE SUPPLIES	
					686-4100-2250	20.03

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Voucher	Date	Vendor	Invoice	PO #	Description/Account	Amount
142777	5/17/2012	76654 STAPLES ADVANTAGE	(Continued)		OFFICE SUPPLIES	
			3174033164		686-4150-2250	20.04
					OFFICE SUPPLIES	
					254-4600-2250	32.81
					OFFICE SUPPLIES	
					254-4650-2250	36.91
					OFFICE SUPPLIES	
			3174033165		571-9000-2250	153.80
					OFFICE SUPPLIES	
					110-3200-2250	100.75
			3174033166		OFFICE SUPPLIES	
					OFFICE SUPPLIES	
			3174033168		110-3200-2250	275.97
					OFFICE SUPPLIES	
					OFFICE SUPPLIES	
			3174033169		110-3225-2250	61.30
					OFFICE SUPPLIES	
					OFFICE SUPPLIES	
			317403317		110-3200-2250	277.45
					OFFICE SUPPLIES	
					OFFICE SUPPLIES	
			3174033170		120-1700-2250	61.57
					OFFICE SUPPLIES	
					OFFICE SUPPLIES	
			3174033171		100-1800-2250	103.28
					OFFICE SUPPLIES	
					OFFICE SUPPLIES	
			3174033172		100-1800-2250	61.86
					OFFICE SUPPLIES	
					OFFICE SUPPLIES	
			3174033173		110-6100-2250	287.82
					OFFICE SUPPLIES	
					OFFICE SUPPLIES	

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Voucher	Date	Vendor	Invoice	PO #	Description/Account	Amount
142777	5/17/2012	76654 STAPLES ADVANTAGE	(Continued)			
			3174033174		110-6100-2250 OFFICE SUPPLIES OFFICE SUPPLIES	236.82
			3174033175		110-6100-2250 OFFICE SUPPLIES OFFICE SUPPLIES	-147.73
			3174033176		120-1700-2250 OFFICE SUPPLIES OFFICE SUPPLIES	60.81
			3174033178		120-1700-2250 OFFICE SUPPLIES OFFICE SUPPLIES	363.46
			3174033179		120-1700-2250 OFFICE SUPPLIES OFFICE SUPPLIES	124.57
			3174033179		120-3350-2250 OFFICE SUPPLIES OFFICE SUPPLIES	124.56
			3174033180		110-3100-2253 OFFICE SUPPLIES OFFICE SUPPLIES	484.91
			3174033181		110-3100-2253 OFFICE SUPPLIES OFFICE SUPPLIES	4.20
			3174033182		110-3100-2805 OFFICE SUPPLIES OFFICE SUPPLIES	99.17
			3174033183		110-3100-2253 OFFICE SUPPLIES OFFICE SUPPLIES	446.23
			3174033184		110-3100-2253 OFFICE SUPPLIES OFFICE SUPPLIES	21.08
			3174033185		686-4150-2250 OFFICE SUPPLIES OFFICE SUPPLIES	-75.43

Bank code : 001

Voucher	Date	Vendor	Invoice	PO #	Description/Account	Amount
142777	5/17/2012	76654 STAPLES ADVANTAGE	(Continued)			
			3174033186		686-4150-2250 OFFICE SUPPLIES OFFICE SUPPLIES	-23.20
			3174033187		686-4150-2250 OFFICE SUPPLIES OFFICE SUPPLIES	-16.35
					686-4150-2250 OFFICE SUPPLIES	215.77
			3174033188		221-4200-2250 OFFICE SUPPLIES OFFICE SUPPLIES	16.11
			3174033189		686-4150-2250 OFFICE SUPPLIES OFFICE SUPPLIES	212.68
			3174033190		686-4150-2250 OFFICE SUPPLIES OFFICE SUPPLIES	5.27
					571-9000-2250 OFFICE SUPPLIES	17.50
					684-4550-2250 OFFICE SUPPLIES	50.06
			3174033191		686-4150-2250 OFFICE SUPPLIES OFFICE SUPPLIES	174.04
					686-4150-2250	10.54
					Total :	6,428.76
142778	5/17/2012	60095 STATE BOARD OF EQUALIZATION	44-018114		UNDERGROUND STORAGE TANK FEE UNDERGROUND STORAGE TANK FEE	
					684-4550-2350	716.82
					Total :	716.82
142779	5/17/2012	30355 SUPERIOR REDI MIX	498330		CONCRETE,ROCK,SAND CONCRETE,ROCK,SAND	
					221-4200-2450	1,018.51

Bank code : 001

Voucher	Date	Vendor	Invoice	PO #	Description/Account	Amount
142779	5/17/2012	30355 SUPERIOR REDI MIX	(Continued) 499211		CONCRETE,ROCK,SAND CONCRETE,ROCK,SAND 221-4200-2450	726.68
Total :						1,745.19
142780	5/17/2012	61002 SWAIN'S ELECTRIC MOTOR SERVICE	6324		ELECTRIC MOTOR SERVICE ELECTRIC MOTOR SERVICE 685-4560-2450	455.10
			6335		ELECTRIC MOTOR SERVICE ELECTRIC MOTOR SERVICE 685-4560-2450	117.96
Total :						573.06
142781	5/17/2012	87764 T W TELECOM	310761		PHONE/INTERNET SERVICES PHONE/INTERNET SERVICES 110-2080	2,631.35
Total :						2,631.35
142782	5/17/2012	71611 TAVARES, JOSEPH	MAY 2012		PAYMENT IN LIEU OF MEDICAL INS PAYMENT IN LIEU OF MEDICAL INS 689-2150-2400	176.00
Total :						176.00
142783	5/17/2012	61750 TEMECULA VALLEY PIPE & SUPPLY	427062		IRRIGATION PARTS & SUPPLIES IRRIGATION PARTS & SUPPLIES 225-8250-2450	102.36
			427193		IRRIGATION PARTS & SUPPLIES IRRIGATION PARTS & SUPPLIES 225-8250-2450	335.26
Total :						437.62
142784	5/17/2012	69590 TIRES WAREHOUSE OF HEMET	10929	2012-000464	FOR TIRES, TUBES & SERVICE ~ FOR TIRES, TUBES & SERVICE ~ 684-4550-2350	1,876.39
			10931	2012-000464	FOR TIRES, TUBES & SERVICE ~ FOR TIRES, TUBES & SERVICE ~	

Bank code : 001

Voucher	Date	Vendor	Invoice	PO #	Description/Account	Amount
142784	5/17/2012	69590 TIRES WAREHOUSE OF HEMET	(Continued)			
			10932	2012-000464	684-4550-2350 FOR TIRES, TUBES & SERVICE ~ FOR TIRES, TUBES & SERVICE ~	502.99
			10933	2012-000464	684-4550-2350 FOR TIRES, TUBES & SERVICE ~ FOR TIRES, TUBES & SERVICE ~	1,095.31
					684-4550-2350	1,777.09
					Total :	5,251.78
142785	5/17/2012	69589 TOP-LINE INDUSTRIAL PRODUCTS	325099		AUTOMOTIVE PARTS & SUPPLIES AUTOMOTIVE PARTS & SUPPLIES	
			325355		684-4550-2450 AUTOMOTIVE PARTS & SUPPLIES AUTOMOTIVE PARTS & SUPPLIES	296.70
					684-4550-2350	557.79
					Total :	854.49
142786	5/17/2012	85284 TRANSUNION	04253801		CREDIT REPORT CREDIT REPORT	
					396-8000-2800	55.00
					Total :	55.00
142787	5/17/2012	90915 TRUELINE INSULATION INC	960		REPAIR AND RESURFACING 2.5 BASKET REPAIR AND RESURFACING 2.5 BASKET	
				2012-000520	110-4250-2450	2,800.00
				2012-000521	REPAIR AND RESURFACE TENNIS COURT 110-4250-2450	6,868.00
					Total :	9,668.00
142788	5/17/2012	90918 T-SHIRT GUYS, THE	2158		T-SHIRTS T-SHIRTS	
					221-4200-2700	67.89
					T-SHIRTS 228-8265-2700	52.79
					Total :	120.68

Bank code : 001

Voucher	Date	Vendor	Invoice	PO #	Description/Account	Amount
142789	5/17/2012	76386 U S A BLUE BOOK	660711		PARTS & SUPPLIES PARTS & SUPPLIES 571-9000-2450	568.76 Total : 568.76
142790	5/17/2012	74609 U S BANK	3110349		ADMIN FEES ADMIN FEES 496-8000-4300	3,347.50 Total : 3,347.50
142791	5/17/2012	74099 U S POSTMASTER (PERMIT)	REQ 05/14		POSTAL PERMIT #253 POSTAL PERMIT #253 553-4500-2255 POSTAL PERMIT #253 571-9000-2255 POSTAL PERMIT #253 254-4600-2255 POSTAL PERMIT #253 254-4650-2255	1,756.00 1,756.00 1,756.00 1,756.00 2,732.00 Total : 8,000.00
142792	5/17/2012	63783 UNDERGROUND SERVICE ALERT	420120299		NOTIFICATION SERVICES NOTIFICATION SERVICES 571-9000-2710	582.00 Total : 582.00
142793	5/17/2012	85686 UNIQUE MANAGEMENT SERVICES INC	221928		LIBRARY COLLECTIONS LIBRARY COLLECTIONS 110-2080	796.55 Total : 796.55
142794	5/17/2012	69548 UNITED STATES CONF OF MAYORS, THE	40452		MEMBERSHIP DUES MEMBERSHIP DUES 100-1100-2710	5,269.00 Total : 5,269.00
142795	5/17/2012	69111 UNITED WAY	Ben311790		UNITED WAY: Payment	

Bank code : 001

Voucher	Date	Vendor	Invoice	PO #	Description/Account	Amount
142795	5/17/2012	69111 UNITED WAY	(Continued)		UNITED WAY: Payment 750-2176	125.00 Total : 125.00
142796	5/17/2012	70074 V & V MANUFACTURING INC	36143		NEW BADGES & REPAIRS NEW BADGES & REPAIRS 110-3100-2702	230.48 Total : 230.48
142797	5/17/2012	69777 VALLEY RESTART SHELTER	JAN-MAR 2012		CDBG REIMBURSEMENT CDBG REIMBURSEMENT 240-3971-2400	1,618.29 Total : 1,618.29
142798	5/17/2012	70903 VALLEY WIDE RECREATION & PARK	MAR 2012		GRAFFITI REMOVAL PROGRAM GRAFFITI REMOVAL PROGRAM 228-4240-2400	1,847.60 Total : 1,847.60
142799	5/17/2012	87778 VASQUEZ & ASSOC	98237		REFUND 2944 LANCASTER REFUND 2944 LANCASTER 571-0835	318.31 Total : 318.31
142800	5/17/2012	90957 VELASQUEZ, RICHARD	48842		REFUND CLOSED UTILITY ACCT REFUND CLOSED UTILITY ACCT 571-0835	434.02 Total : 434.02
142801	5/17/2012	70240 VERIZON BUSINESS	02757019 90863695		LONG DISTANCE PHONE SERVICE LONG DISTANCE PHONE SERVICE 680-1930-2200 LONG DISTANCE PHONE SERVICE LONG DISTANCE PHONE SERVICE 680-1930-2200	21.14 27.35

Bank code : 001

Voucher	Date	Vendor	Invoice	PO #	Description/Account	Amount
142801	5/17/2012	70240 70240 VERIZON BUSINESS			(Continued)	Total : 48.49
142802	5/17/2012	26850 VERIZON CALIFORNIA	6521190		PHONE BILLS PHONE BILLS 680-1930-2200	89.73
			6583052		PHONE BILLS PHONE BILLS 110-3100-2201	41.02
			9270573		PHONE BILLS PHONE BILLS 680-1930-2200	103.17
			9291671		PHONE BILLS PHONE BILLS 680-1930-2200	43.66
			9295692		PHONE BILLS PHONE BILLS 680-1930-2200	220.90
			DW00093		PHONE BILLS PHONE BILLS 680-1930-2200	219.13
			OSN2300		PHONE BILLS PHONE BILLS 680-1930-2200	21.80
					Total :	739.41
142803	5/17/2012	80404 VERIZON WIRELESS	371888385		CELL PHONES/AIR CARDS CELL PHONES/AIR CARDS 110-3200-2200	39.58
					Total :	39.58
142804	5/17/2012	82854 VISTA PAINT CORP	2012-059456		PAINT SUPPLIES PAINT SUPPLIES 685-4560-2450	290.25
					Total :	290.25
142805	5/17/2012	32992 VULCAN MATERIALS CO	716380		BLACKTOP & BASE MATERIAL	

Bank code : 001

Voucher	Date	Vendor	Invoice	PO #	Description/Account	Amount
142805	5/17/2012	32992 VULCAN MATERIALS CO	(Continued)		BLACKTOP & BASE MATERIAL 221-4200-2450	276.12
			716381		BLACKTOP & BASE MATERIAL BLACKTOP & BASE MATERIAL 221-4200-2450	477.05
			718300		BLACKTOP & BASE MATERIAL BLACKTOP & BASE MATERIAL 221-4200-2450	206.88
			719689		BLACKTOP & BASE MATERIAL BLACKTOP & BASE MATERIAL 571-9000-2450	139.67
			722792		BLACKTOP & BASE MATERIAL BLACKTOP & BASE MATERIAL 571-9000-2450	206.20
			726590		BLACKTOP & BASE MATERIAL BLACKTOP & BASE MATERIAL 221-4200-2450	274.09
					Total :	1,580.01
142806	5/17/2012	91065 WADE, LINDA	92721		REFUND CLOSED UTILITY ACCT REFUND CLOSED UTILITY ACCT 571-0835	98.54
					Total :	98.54
142807	5/17/2012	89778 WATERLINE TECHNOLOGIES INC	5197835		CHEMICALS CHEMICALS 571-9000-2450	828.00
					Total :	828.00
142808	5/17/2012	91066 WATKINS, SHEILA	92950		REFUND CLOSED UTILITY ACCT REFUND CLOSED UTILITY ACCT 571-0835	75.80
					Total :	75.80
142809	5/17/2012	88456 WEST COAST DEVELOPMENT	98085		REFUND 2437 CIMARRON	

Bank code : 001

Voucher	Date	Vendor	Invoice	PO #	Description/Account	Amount
142809	5/17/2012	88456 WEST COAST DEVELOPMENT	(Continued)		REFUND 2437 CIMARRON	
			99762		571-0835	312.16
					REFUND 621 PALMER	
					REFUND 621 PALMER	
					571-0835	163.67
					Total :	475.83
142810	5/17/2012	86381 WEST COAST LIGHTS & SIRENS INC	5820		CUSTOM FABRICATED PARTS	
			5896		CUSTOM FABRICATED PARTS	
			5925		684-4550-2350	102.23
			5979		CUSTOM FABRICATED PARTS	
			6137		CUSTOM FABRICATED PARTS	
			6144		684-4550-2350	281.20
			6208		CUSTOM FABRICATED PARTS	
			6295		CUSTOM FABRICATED PARTS	
			6296		684-4550-2350	117.99
					CUSTOM FABRICATED PARTS	
					684-4550-2350	58.83
					CUSTOM FABRICATED PARTS	
					684-4550-2350	602.49
					CUSTOM FABRICATED PARTS	
					684-4550-2350	201.11
					CUSTOM FABRICATED PARTS	
					684-4550-2350	197.77
					CUSTOM FABRICATED PARTS	
					684-4550-2350	839.95
					CUSTOM FABRICATED PARTS	
					684-4550-2350	152.94

Bank code : 001

Voucher	Date	Vendor	Invoice	PO #	Description/Account	Amount
142810	5/17/2012	86381 86381 WEST COAST LIGHTS & SIRENS INC	(Continued)			Total : 2,554.51
142811	5/17/2012	79158 WEST PAYMENT CENTER	824916918		PUBLICATIONS PUBLICATIONS 110-3100-2402	606.38 Total : 606.38
142812	5/17/2012	82343 WESTERN RIVERSIDE CO REGIONAL	REQ 05/15		MSHCP FEES COLLECTION APR 2012 MSHCP FEES COLLECTION APR 2012 741-2053	9,690.00 Total : 9,690.00
142813	5/17/2012	72569 WESTERN RIVERSIDE COUNCIL	REQ 05-15		TUMF FEES COLLECTED APR 2012 TUMF FEES COLLECTED APR 2012 741-2056	44,365.00 Total : 44,365.00
142814	5/17/2012	80566 WESTSIDE BUILDING MATERIAL	10290213-01 10296419		PARTS & SUPPLIES PARTS & SUPPLIES 254-4600-2450 PARTS & SUPPLIES PARTS & SUPPLIES 254-4600-2450	7.00 386.47 Total : 393.47
142815	5/17/2012	78103 WHITE HOUSE SANITATION	130082 144158		PORTABLE SANITATION SERVICE PORTABLE SANITATION SERVICE 110-4250-2400 PORTABLE SANITATION SERVICE PORTABLE SANITATION SERVICE 228-8265-2400	225.00 61.16 Total : 286.16
142816	5/17/2012	75597 WILLDAN FINANCIAL SERVICES	010-17416		CFD 2005-1 11/12 CFD 2005-1 11/12 234-3100-2710 CFD 2005-1 11/12	249.19

Bank code : 001

Voucher	Date	Vendor	Invoice	PO #	Description/Account	Amount
142816	5/17/2012	75597 WILLDAN FINANCIAL SERVICES	(Continued)		234-3200-2710	249.18
					Total :	498.37
142817	5/17/2012	91067 WILLIAMS, WILLIE	83767		REFUND CLOSED UTILITY ACCT REFUND CLOSED UTILITY ACCT 571-0835	170.93
					Total :	170.93
142818	5/17/2012	84944 WILSON, GREGORY	EDUCAT 04/30		EDUCATIONAL REIMBURSEMENT EDUCATIONAL REIMBURSEMENT 110-3200-2560	85.00
			EDUCAT 05/14		EDUCATIONAL REIMBURSEMENT EDUCATIONAL REIMBURSEMENT 110-3200-2560	185.00
					Total :	270.00
142819	5/17/2012	90998 WINTER ADVERTISING AGENCY	05032012CID	2012-000546	PROVIDE GRAPHIC DESIGN SERVICES PROVIDE GRAPHIC DESIGN SERVICES 100-1200-2220	1,338.75
					Total :	1,338.75
142820	5/17/2012	67735 WISEHART, DUANE	TRAVEL		ADVANCE,SWAT,SD,6/4-8 ADVANCE,SWAT,SD,6/4-8 236-3167-2560	250.00
					Total :	250.00
142821	5/17/2012	68755 XEROX CORPORATION	061443844	2012-000018	ANNUAL SERVICE AGREEMENT FOR X ANNUAL SERVICE AGREEMENT FOR X 110-6100-2400	29.43
					Total :	29.43
142822	5/17/2012	91068 YOUNG, MELISSA	99900		REFUND CLOSED UTILITY ACCT REFUND CLOSED UTILITY ACCT 571-0835	116.34
					Total :	116.34

Bank code : 001

Voucher	Date	Vendor	Invoice	PO #	Description/Account	Amount
271		Vouchers for bank code : 001				Bank total : 1,198,147.73
271		Vouchers in this report				Total vouchers : 1,198,147.73

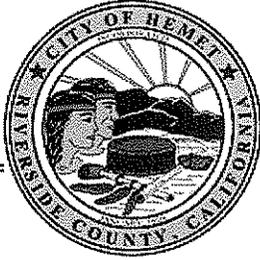
I, Rita Conrad, do hereby certify under penalty of perjury, that the materials have been furnished, the services rendered, or the labor performed as described herein, and that the claim is a just, due and unpaid obligation against the City of Hemet, and that I am authorized to authenticate and certify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

CITY OF HEMET
VOUCHER/WARRANT REGISTER
FOR ALL PERIODS

CLAIMS VOUCHER APPROVAL

I, RITA CONRAD, 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 THROUGH THE DATE LISTED ABOVE, AND THAT THERE WILL BE SUFFICIENT MONIES IN THE RESPECTIVE FUNDS FOR THEIR PAYMENT.

RITA CONRAD
DEPUTY CITY MANAGER/ADMINISTRATIVE SERVICES



Staff Report

TO: Honorable Mayor and Members of the Hemet City Council
FROM: Brian Nakamura, City Manager; Mark Orme, Assistant City Manager ^{NO}
DATE: June 12, 2012
RE: Acceptance of Side Letter Agreements with HMMA and HPOA

RECOMMENDED ACTION:

That the City Council approve two Side Letters of Agreement:

- A. Authorize a Side-Letter Agreement with the Hemet Mid-Managers Association (HMMA) for the Building Official position to be represented by their general unit. The position is exempt, and is therefore not entitled to overtime.
- B. Authorize a Side-Letter Agreement with the Hemet Police Officers Association (HPOA) for a cap on employee health insurance costs, in the amount of \$1,028.81, for all HPOA members.

BACKGROUND:

The City Council recognizes the need to meet and confer in good faith with its represented labor associations and has done so with both the Hemet Mid-Managers Association and the Hemet Police Officers Association. On April 16, 2012, City management met and conferred with the HMMA with regard to the Building Official position, and the HMMA agreed to accept the position into their association, completing meet and confer on this issue. On May 2, 2012, the City met and conferred with the HPOA with regard to the City's maximum contribution to health coverage, completing meet and confer over this issue. Both of these side-letters contain amendments to the operative Memorandum of Understandings for the associations.

ANALYSIS & COORDINATION:

HMMA Side-Letter. In order to achieve the anticipated, continued savings in implementing the City-wide reorganization, this action is being requested. Through the city's right sizing, the Building Official position was downgraded from an executive level, department head position to a mid-manager position. This position will now be represented by the Mid-Managers association due to its new classification. This is a routine action in order to ensure our City's classification manual properly reflects positions, and the appropriate units they are classified within.

HPOA Side-Letter. In order to maintain parity among represented labor associations, the City is placing a cap of \$1,028.81 on all members of the Hemet Police Officers Association. This approach will help the City ensure long term liability is capped, should health insurance costs exceed the amount designated. This cap will be a total increase of seventy-five dollars, per employee, per month, over the current cap, and will not go into effect until September 1, 2012. One of the City's primary goals over the past few years was to ensure all employees had a capped health insurance premium – and the HPOA will continue to be capped throughout the remainder of their MOU, which runs through June 30, 2013.

FISCAL IMPACT:

The City will achieve a long term savings of over \$20,000, from year to year, by downgrading the Building Official position from an executive level position to a mid-manager. The HPOA cap increase will not affect this year's budget, due to it not going into effect until September 1, 2012. Should the negotiated health insurance rates for next year exceed \$1,028.81, the maximum liability for the Fiscal Year 2012-13 budget will be \$32,250. Each following fiscal year, the maximum liability will be \$38,700.

Respectfully submitted,



Brian Nakamura
City Manager

Approved as to form:



Eric S. Vail
City Attorney

Fiscal Review:



Rita Conrad
Deputy City Manager /
Administrative Services

Attachments:

- a. Side Letter Agreement with the HMMA
- b. Side Letter Agreement with HPOA

**Side Letter of Agreement
Between the City of Hemet
and the Hemet Police Officers Association, Inc.**

This Agreement is entered into between the City of Hemet (City) and the Hemet Police Officers Association, Inc. (HPOA) pursuant to the provisions of the Meyers-Milias-Brown Act (MMBA).

The City and HPOA are parties to a Memorandum of Understanding (MOU) regarding the terms and conditions of employment for the Hemet Police Officers Association, Inc. that is effective for the period from July 1, 2011 up to and including June 30, 2013.

Pursuant to the MMBA, the City and HPOA have met and conferred and agreed to add the following to Article IV – Benefits, Section 4.1 (a) i.:

i. Effective September 1, 2012, City's maximum contribution will be one thousand, twenty-eight dollars and eighty-one cents (\$1,028.81).

APPROVALS

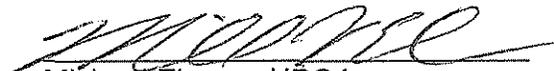
City of Hemet:



Brian Nakamura, City Manager

5/14/12
Date

Hemet Police Officers Association, Inc.:



Michael Elmore, HPOA

05/15/12
Date

**Side Letter of Agreement
Between the City of Hemet
and the Hemet Mid-Managers Association (HMMA)**

This Agreement is entered into between the City of Hemet (City) and the Hemet Mid-Managers Association (HMMA) pursuant to the provisions of the Meyers-Milias-Brown Act (MMBA).

Pursuant to the MMBA, the City and HMMA have met and conferred and agreed to add the title of Building Official to the classifications represented by the HMMA, under the Hemet Mid-Managers Association general unit. This position is exempt, and is therefore not entitled to overtime.

APPROVALS

City of Hemet:



Brian Nakamura, City Manager

5/2/12
Date

Hemet Mid-Managers Association:



Shirley Johnson, President HMMA

5/2/12
Date



AGENDA #

#12

Staff Report

To: Honorable Mayor and Members of the City Council

From: Brian Nakamura, City Manager *BN*
Sarah McComas, City Clerk

Date: June 12, 2012

SUBJECT: Resolution Calling Municipal Election

RECOMMENDATION:

Adopt Resolution Bill No. 12-044 calling a consolidated Municipal Election for November 6, 2012 and requesting that the County of Riverside conduct the election.

BACKGROUND:

Three City Council seats and one City Treasurer are to be filled at the November 6, 2012 Municipal Election. The dates for calling the election are set by State Law and the suggested last date to adopt this Resolution is June 29, 2012.

ANALYSIS:

If the City Council does not call the election as required by law then it will be called by the Secretary of State's office.

FISCAL IMPACT:

The Municipal Election is estimated to cost the city approximately \$59,000 to \$69,000.

Respectfully submitted,

Sarah McComas
City Clerk

Fiscal Review

Rita Conrad
Deputy City Manager/Director of
Administrative Services

Legal Review

Eric S. Vail
City Attorney



CITY OF HEMET
Hemet, California
RESOLUTION BILL NO. 12-044

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF HEMET, CALIFORNIA, CALLING AND GIVING NOTICE OF THE HOLDING OF A CONSOLIDATED MUNICIPAL ELECTION TO BE HELD IN SAID CITY ON TUESDAY, NOVEMBER 6, 2012, FOR THREE (3) MEMBERS OF THE CITY COUNCIL AND ONE (1) CITY TREASURER FOR FOUR (4) YEAR TERMS AND REQUESTING THE REGISTRAR OF VOTERS, COUNTY OF RIVERSIDE, TO CONDUCT THE ELECTION

WHEREAS, pursuant to the requirements of the laws of the State of California relating to general law cities, the City Council of the City of Hemet, calls and orders to be held in the City of Hemet, California, on Tuesday, November 6, 2012, a consolidated municipal election for three (3) members of the city council and one (1) city treasurer for four (4) year terms, which shall end December 13, 2016; and

WHEREAS, the City Council requests the Registrar of Voters, County of Riverside, to conduct the consolidated election,

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

SECTION 1. That pursuant to the requirements of the laws of the State of California relating to general law cities within said state, there shall be, and there is hereby called and ordered held in the City of Hemet, California on Tuesday, November 6, 2012, a regular municipal election of the qualified electors of said city for the purpose of electing three (3) members of the city council and one (1) city treasurer for four (4) year terms, which shall end in December 13, 2016.

SECTION 2. That the ballots to be used at the election shall be in form and content as required by law.

SECTION 3. That the polls for said election shall be open at seven o'clock a.m. on the day of the election, and shall remain open continuously from said time until eight o'clock p.m. of the same day when said polls shall be closed, except as provided in Section 14401 of the Elections Code of the State of California.

1 **SECTION 4.** That in all particulars not recited in this resolution, said election shall be
2 held and conducted as provided by law for holding municipal elections in said city.
3

4 **SECTION 5.** That the City shall reimburse the County Registrar of voters for services
5 performed when the work is completed and upon presentation to the City of a properly
6 approved bill.
7

8 **SECTION 6.** That notice of the time and place of holding the election is given and the
9 City Clerk is authorized, instructed and directed to give further or additional notice of the
10 election, in time, form and manner as required by law.
11

12 **SECTION 7.** That the City Clerk is directed to forward without delay to the County
13 Registrar of voters, a certified copy of this resolution.
14

15 **SECTION 8.** That the City Clerk shall certify to the passage and adoption of this
16 Resolution and enter it into the book of original Resolutions.
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22 PASSED, APPROVED, AND ADOPTED this 12th day of June, 2012.
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27 _____
Robert Youssef, Mayor

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31 ATTEST:

APPROVED AS TO FORM:

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34 _____
35 Sarah McComas, City Clerk

36 _____
Eric S. Vail, City Attorney
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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 12th day of June, 2012 by the following vote:

AYES:
NOES:
ABSTAIN:
ABSENT:

Sarah McComas, City Clerk



AGENDA #

#13

Staff Report

To: Honorable Mayor and Members of the City Council
From: Brian Nakamura, City Manager 
Sarah McComas, City Clerk
Date: June 12, 2012
Subject: Resolution Adopting Regulations for Candidate's Statements

RECOMMENDATION:

Adopt Resolution Bill No. 12-045, adopting regulations for candidates for elective office pertaining to candidate's statements and the costs incurred

BACKGROUND:

A Municipal Election will be held on November 6, 2012. This Resolution sets the regulations for those candidates who wish to have a Candidate's Statement printed, specifying the number of words allowed and regulating the method of filing.

ANALYSIS:

It is suggested that this Resolution be adopted no later than June 29, 2012.

FISCAL IMPACT:

Candidates who chose to have a Statement printed and included in the sample ballot will be required to pay for the printing costs.

Respectfully submitted,



Sarah McComas
City Clerk

Legal Review



Eric S. Vail
City Attorney



CITY OF HEMET
Hemet, California
RESOLUTION BILL NO. 12-045

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF HEMET, CALIFORNIA, ADOPTING REGULATIONS FOR CANDIDATES FOR ELECTIVE OFFICE, PERTAINING TO MATERIALS SUBMITTED TO THE ELECTORATE AND THE COSTS OF THE CANDIDATE'S STATEMENT FOR THE CONSOLIDATED MUNICIPAL ELECTION TO BE HELD IN THE CITY ON TUESDAY, NOVEMBER 6, 2012

WHEREAS, Section 13307 of the Elections Code of the State of California provides that the governing body of any local agency may adopt regulations pertaining to materials prepared by any candidate for a municipal election, including costs of the candidate's statement.

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

SECTION 1. That, pursuant to Section 13307 of the Elections Code of the State of California, each candidate for elective office to be voted for at the General Municipal election to be held in the City of Hemet on November 6, 2012, may prepare a candidate's statement on an appropriate form provided by the City Clerk. Such statement may include the name, age and occupation of the candidate and a brief description of no more than 200 words of the candidate's education and qualifications expressed by the candidate himself or herself. Such statement shall not include party affiliation of the candidate, nor membership nor activity in partisan political organizations. Such statement shall be filed in the office of the City Clerk at the time the candidate's nomination papers are filed. Such statement may be withdrawn, but not changed during the period for filing nomination papers and until 5:00 p.m. of the next working day after the close of nomination period.

SECTION 2. No candidate will be permitted to include additional materials in the sample ballot package.

1 **SECTION 3.** The City Clerk shall estimate the total cost of printing, handling and
2 mailing the candidate's statements filed pursuant to the Elections Code, and require
3 each candidate filing a statement to pay in advance his or her pro rata share as a
4 condition of having his or her statement included in the voter's pamphlet. The City Clerk
5 shall bill each candidate for any cost in excess of the deposit and shall refund within 30
6 days of the election any unused portion of the deposit.

7
8 **SECTION 4.** That the City Clerk shall provide each candidate or the candidate's
9 representative a copy of this resolution at the time nominating petitions are issued.

10
11 **SECTION 5.** That all previous resolutions establishing Council policy on payment for
12 candidates' statements are repealed.

13
14 **SECTION 6.** That, pursuant to Section 13309 of the Elections Code of the State of
15 California, if a candidate alleges to be indigent and unable to pay in advance the
16 requisite fee for submitting a candidate statement, the candidate shall submit to the
17 office of the City Clerk a statement of financial worth to be used in determining whether
18 or not he or she is eligible to submit a candidate statement without payment of the fee in
19 advance.

20
21 **SECTION 7.** That the City Clerk shall certify to the passage and adoption of this
22 resolution and enter it into the official records.

23
24 PASSED, APPROVED, AND ADOPTED this 12th day of June, 2012.

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29 _____
Robert Youssef, Mayor

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33 ATTEST:

APPROVED AS TO FORM:

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Sarah McComas, City Clerk

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Eric S. Vail, City Attorney

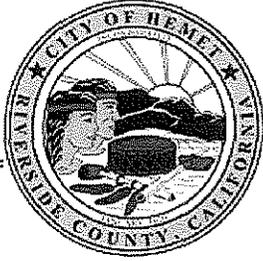
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State of California)
County of Riverside)
City of Hemet)

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 12th day of June, 2012 by the following vote:

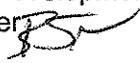
AYES:
NOES:
ABSTAIN:
ABSENT:

Sarah McComas, City Clerk



Staff Report

TO: Honorable Mayor and Members of the Hemet City Council

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

DATE: June 12, 2012

RE: **ZONE CHANGE 12-001 - Esplanade Commerce Center**

A recommendation from the Planning Commission for City Council review and approval of a Zone Change from M-1 (Light Manufacturing) to C-M (Commercial-Manufacturing) on the northwest portion of an approximately 1.62 acre site with an existing commercial building located on the south side of Esplanade Avenue approximately 1.5 blocks (900 feet) west of State Street, and consideration of a Notice of Determination that the project is consistent with a previously adopted EIR pursuant to CEQA Guidelines Section 15162. (Applicant: Jose and Maria Cuevas)

RECOMMENDED ACTION:

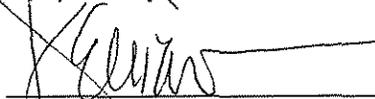
That the City Council:

1. Adopt **Ordinance Bill No. 12-040**, approving Zone Change No. 12-001, changing the zoning designation from M-1 (Light Manufacturing) to C-M (Commercial Manufacturing) on the northwest portion of a parcel located on the south side of Esplanade Avenue, west of State Street (APN: 439-030-021)

BACKGROUND:

On May 22, 2012, the City Council introduced and waived further readings of the attached Ordinance Bill No. 12-040. The proposed ordinance will approve a zone change for 1.62 acres of a developed site located on the south side of Esplanade Avenue approximately 1.5 blocks (900 feet) west of State Street. The zoning for this parcel would be changed from M-1 (Light Manufacturing) to C-M (Commercial Manufacturing), which will accommodate commercial uses that are not presently permitted in the M-1 zone.

Respectfully submitted,



Deanna Elliano
Community Development Director

Attachments:

1. City Council Ordinance Bill No. 12-040

Attachment 1

City Council
Ordinance Bill No. 12-040



CITY OF HEMET
Hemet, California

CITY COUNCIL
ORDINANCE BILL NO. 12-040

AN ORDINANCE OF THE CITY COUNCIL OF THE CITY OF HEMET, CALIFORNIA APPROVING ZONE CHANGE NO. 12-001 TO CHANGE THE ZONING CLASSIFICATION FROM M-1 (LIGHT MANUFACTURING) TO C-M (COMMERCIAL MANUFACTURING) ON THE NORTHWEST PORTION, APPROXIMATELY 1.62 ACRES, OF A PARCEL WITH AN EXISTING 16,200 SQUARE FOOT COMMERCIAL BUILDING, LOCATED ON THE SOUTH SIDE OF ESPLANADE AVENUE APPROXIMATELY 1.5 BLOCKS (900 FEET) WEST OF STATE STREET (APN: 439-030-021).

WHEREAS, on February 27, 2012 an application for Zone Change No. 12-001 has been duly filed by:

Owner:	Jose A. Cuevas and Maria P. Cuevas
Agent/Applicant:	Blaine Womer Civil Engineering
Project Location:	463 W. Esplanade Avenue
Lot Area:	Approximately 1.62-acres; and

WHEREAS, on April 19, 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 Planning Commission; and

WHEREAS, on May 1, 2012, the Planning Commission held the noticed public hearing at which time interested persons had an opportunity to testify in support of, or opposition to, the proposed Zone Change and at which time the Planning Commission considered all written and oral reports of staff and public testimony on the matter, and adopted Resolution No. 12-006 recommending approval of Zone Change No. 12-001 to the City Council, and

WHEREAS, on May 10, 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

1 **WHEREAS**, the City Council has the authority per section 90-41 *et seq.* of the
2 Hemet Municipal Code to review and approve proposed Zone Change 12-001 to allow
3 the zone change from M-1 (Light Manufacturing) to C-M (Commercial Manufacturing);
4 and
5

6 **WHEREAS**, on May 22, 2012, the City Council held a duly noticed public hearing
7 at which interested persons had an opportunity to testify in support of, or in opposition to
8 the proposed Zone Change No. 12-001 and, at which the City Council considered all
9 written and oral reports of staff and public testimony on the matter, and such other
10 matters as are reflected in the record; and
11

12 **WHEREAS**, at this public hearing on May 22, 2012, the City Council determined
13 that the proposed project is consistent with the Environmental Impact Report for the
14 Comprehensive General Plan Update adopted by the City Council on January 24, 2012
15 and is, therefore, exempt from further review under California Environmental Quality Act
16 (CEQA) pursuant to CEQA Guidelines Section 15162 (Subsequent EIR's and Negative
17 Declarations) and that the exceptions to the categorical exemptions contained in the
18 CEQA Guidelines Section 15300.2 are not applicable to the project.
19

20 **NOW, THEREFORE**, the City Council of the City of Hemet does Resolve,
21 Determine, Find and Order as follows:
22
23

24 **SECTION 1: ENVIRONMENTAL FINDINGS**
25

26 The City Council, in light of the whole record before it, including but not limited to, the
27 City's Local CEQA Guidelines and Thresholds of Significance, the recommendation of
28 the Planning Commission as provided in the Staff Report dated May 1, 2012 and
29 documents incorporated therein by reference, and any other evidence (within the
30 meaning of Public Resources Code §21080(e) and §21082.2) within the record or
31 provided at the public hearing of this matter, hereby finds and determines as follows:
32

- 33 1. **CEQA.** The City Council approved a resolution certifying the Final Program EIR
34 for the Comprehensive General Plan 2030 update by Resolution No. 4474 on
35 January 24, 2012, and a Notice of Determination was filed in accordance with
36 CEQA requirements on January 26, 2012, that the proposed zone change is
37 consistent with the previously adopted Comprehensive General Plan Update and
38 Environmental Impact Report and, pursuant to Section 15162 of the CEQA
39 Guidelines, no further review is required.
40
- 41 2. **Multi-Species Habitat Conservation Plan (MSHCP).** The project is found to be
42 consistent with the MSHCP. The project is located outside of any MSHCP
43 criteria area and mitigation is provided through payment of the MSHCP Mitigation
44 Fee.
45
46

1 **SECTION 2: REQUIRED ZONE CHANGE FINDINGS**

2
3 Pursuant to Hemet Municipal Code Section 90-41.5 (b) and in light of the record before
4 it including the staff report dated May 1, 2012, and all evidence and testimony heard at
5 the public hearing of this item, the City Council hereby finds as follows:
6

- 7 **1. That the proposed change of zone is in conformance with the latest**
8 **adopted general plan for the city.**
9

10 Changing the zone from M-1 (Light Manufacturing) to C-M (Commercial-
11 Manufacturing) is consistent with the current General Plan Land Use. Table 2.2
12 City of Hemet General Plan 2030 identifies the relationship between Hemet's Zone
13 Districts and the General Plan Land Use Designations. The current land use
14 designation for the subject property is Industrial.
15

- 16 **2. That the streets in the area are adequate to handle potential traffic**
17 **generated by the change of zone; and**
18

19 Esplanade Avenue is classified in the Circulation Element of the General Plan as
20 a Secondary Street. The proposed project is not anticipated to cause an
21 increase in traffic which is substantial in relation to the existing traffic load and
22 capacity of the street system. The proposed project is not anticipated to result in
23 exceeding, either cumulatively or individually, a level of service standard
24 established by the City for designated roads or highways. Ingress and egress to
25 the proposed parking lot meets City standards. Circulation impacts associated
26 with the proposed project would be less than significant.
27

- 28 **3. That the proposed change of zone is compatible with adjacent zoning.**
29

30 The proposed Zone Change to C-M (Commercial-Manufacturing) is compatible
31 with the surrounding M-1 (Light Manufacturing) zoning.
32

33 **SECTION 3: CITY COUNCIL ACTIONS**

34 The City Council hereby takes the following action:
35

36 **1. Adopt the proposed City Council Ordinance** approving Zone Change No.
37 12-001, as shown in Exhibit A and described in Exhibit B which are attached
38 hereto and incorporated herein by reference, changing the zoning from M-1 to C-
39 M on approximately 1.62 acres of property located on the south side of
40 Esplanade Avenue approximately 1.5 blocks (900 feet) west of State Street
41 (APN: 439-030-021).
42

43 **2. Direct staff to file a Notice of Determination with the Riverside County Clerk**
44 **and Recorder.**
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SECTION 4: 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).

PASSED, APPROVED, AND ADOPTED this 22nd day of May, 2012.

Robert Youssef, Mayor

ATTEST:

Sarah McComas, City Clerk

APPROVED AS TO FORM:

Eric S. Vail, City Attorney

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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 22nd day of May, 2012 by the following vote:

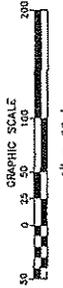
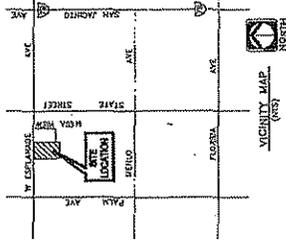
AYES:
NOES:
ABSTAIN:
ABSENT:

Sarah McComas, City Clerk

Exhibit A

Plat Map
For ZC 12-001

CITY OF REMET
ZONE CHANGE PLAT
 FOR
CASE NO. 12-001



OWNER/APPLICANT:
 UNITED MANUFACTURING
 1536 WEST 20TH STREET
 UPLAND, CA 91786

ASSESSOR'S PARCEL NUMBERS:
 435-030-001, 022

SITE ADDRESS:
 463 W. ESPLANADE AVENUE

AREA:
 TOTAL AREA 19.26 ACRES
 ZONE CHANGE AREA 8.162 ACRES/31,000 SF

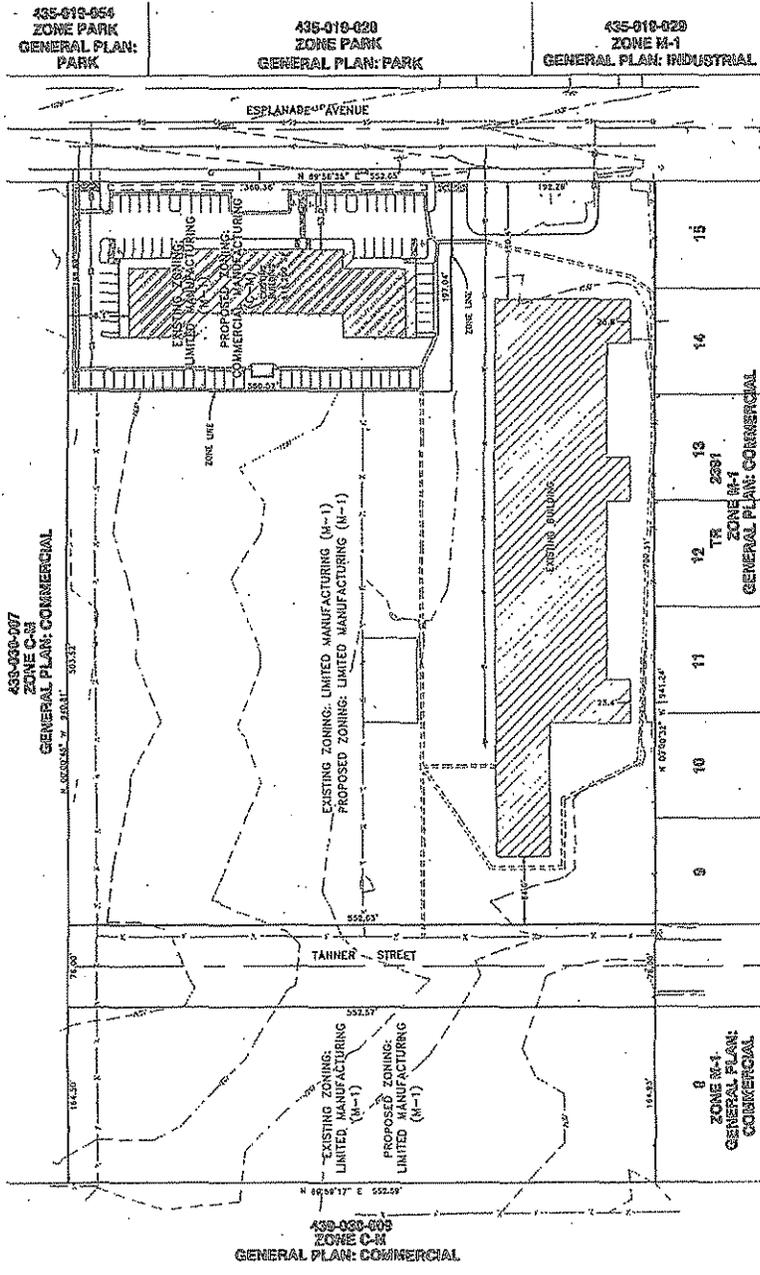
EXISTING ZONING:
 LIMITED MANUFACTURING (M-1)

PROPOSED ZONING:
 COMMERCIAL MANUFACTURING (C-M)

EXISTING/PROPOSED GENERAL PLAN:
 INDUSTRIAL

PARKING SPACES PROVIDED:
 75 SPACES

RECEIVED
 APR 12 2012
PLANNING
 ZC 12-001



Underground Service Aerial Call Toll FREE 1-800-827-6000 1000 Legend Map Source: 100 200	SEAL	SEAL	APPROVED BY: _____ DATE: _____ PREPARED BY: _____ DATE: _____ R.C.E. NO. 48364 EXP. DATE 12-31-12		BLAINE A. WOMER CIVIL ENGINEERING	* PLANNING * SURVEYING * ENGINEERING * PUBLIC WORKS	CITY OF REMET	SHEET NO. 1
							ZONE CHANGE PLAT FOR CASE NO. 12-001	of 1 SHEET

Exhibit B

**Legal Description
For ZC 12-001**

LEGAL DESCRIPTION

The land referred to herein is situated in the State of California, County of Riverside, City of Hemet, and described as follows:

That portion of Lot 104 and of the North half of Lot 105 of Estudillo Land & Water Company Addition to San Jacinto, in the City of Hemet, County of Riverside, State of California, as shown by map on file in Book 9 Page 410 of Maps, Riverside County Recorder, described as follows:

Beginning at the intersection of the Northerly prolongation of the West line of Tract No. 2391, as shown by Map on file in Book 45 Pages 68 and 69 of Maps, Riverside County Records, with the center line of Esplanade Avenue; thence South, along said prolongation and along said West line of Tract No. 2391, 990.44 feet, to an intersection with the South line of said North half of the Lot 105; thence South 89° 57' 21" West, along said South line 552.25 feet; thence North 0° 00' 37" West 990.31 feet, to an intersection with the center line of said Esplanade Avenue; thence North 89° 56' 35" East, along said center line of Esplanade Avenue, 552.43 feet, to the point of beginning.

Excepting therefrom the North 50 feet.

Also Excepting therefrom that portion of said land as conveyed to the City of Hemet by deed recorded August 20, 2008 as Instrument No. 2008-0458787 of Official Records, described as follows:

A portion of Lot 104 and of the North half of 105 of Estudillo Land & Water Company Addition to San Jacinto, as shown by map on file in Book 9, Page 410, Riverside County Records, described as follows:

A 76.00 foot wide strip of land being a portion of those lands granted to Esplanade Commercenter, LLC, a California limited liability company, by Grant Deed recorded as Instrument No. 2006-040016, recorded June 1, 2006, Official Records of Riverside County, the center line of said strip of land being as follows:

Beginning at intersection of the West boundary of Tract 2391, as shown by Map on file Map Book 45, Pages 68 & 69, Riverside County Official Records, and the centerline Tanner Street as shown on said Tract 2391;

thence South 89° 56' 35" West, a distance of 552.25 feet +/- to the Westerly boundary of said lands, and the terminus of said centerline.

The sidelines of said strip of land shall be lengthened or shortened to the Westerly boundary of Tract 2391 on the East and the Westerly boundary of said lands granted to Esplanade Commercenter, LLC, to the West.

APN: 439-030-021-8 and 439-030-022-9.

(End of Legal Description)



LEGAL DESCRIPTION OF PROPERTY

DATE: 2.27.12

PROJECT NUMBER: 2.C 12-001

Please include in the description, an Assessor Parcel Number, recorded map description, and description on grant deed.

That portion of Lot 104 and of the North half of Lot 105 of Estudillo Land & Water Company Addition to San Jacinto, in the City of Hemet, County of Riverside, State of California, as shown by map on file in Book 9, Page 410 of Maps, Riverside County Records, described as follows:

BEGINNING at the intersection of the Northerly prolongation of the West line of Tract No. 2391, as shown by Map on file in Book 45, Pages 68 and 69 of Maps, Riverside County Records, with the centerline of Esplanade Avenue;

THENCE South along said prolongation and along said West line of Tract No. 2391, 990.44 feet, to an intersection with the South line of said North half of the Lot 105;

THENCE South 89° 57' 21" West, along said South line 552.25 feet;

THENCE North 0° 00' 37" West 990.31 feet, to an intersection with the centerline of said Esplanade Avenue;

THENCE North 89° 56' 35" East, along said centerline of Esplanade Avenue, 552.43 feet to the POINT OF BEGINNING.

EXCEPTING therefrom the North 50 feet.

ALSO EXCEPTING therefrom that portion of said land as conveyed to the City of Hemet by deed recorded August 20, 2008 as Instrument No. 2008-0458787 of Official Records, described as follows:

A portion of Lot 104 and of the North half of Lot 105 of Estudillo Land & Water Company Addition to San Jacinto as shown by map on file in Book 9, Page 410, Riverside County Records, described as follows:

A 76.00 foot wide strip of land being a portion of those lands granted to Esplanade Commercenter, LLC, a California limited liability company, by Grant Deed recorded as Instrument No. 2006-040016, recorded June 1, 2006, Official Records of Riverside County, the centerline of said strip of land being as follows:

BY: Scott E. Brimhall

DATE: February 1, 2012

ADDRESS: 41555 E. Florida Avenue, Suite G, Hemet, CA 92544
(Number) (Street) (City) (State) (Zip)

PHONE: (951) 658-1727

Planning Department - 445 E. Florida Avenue - Hemet, CA 92543 - (909) 765-2375 - FAX (909) 765-235

City of Hemet - Planning Department

Legal Description of Property (Continued)

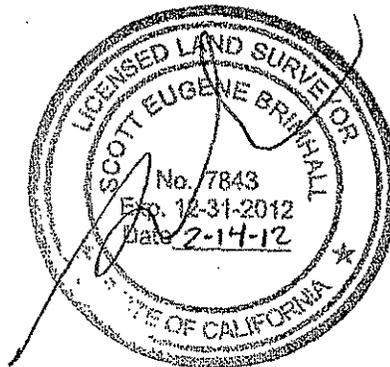
Page Two

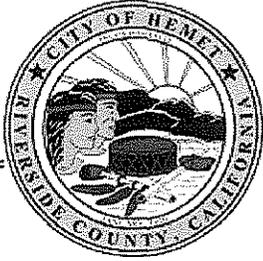
Beginning at intersection of the West boundary of Tract 2391, as shown by Map on file in Map Book 45, Pages 68 and 69, Riverside County Official Records, and the center line Tanner Street as shown on said Tract 2391;

THENCE South 89° 56' 35" West, a distance of 55.25 feet, more or less, to the Westerly boundary of said lands, and the terminus of said centerline.

The sidelines of said strip of land shall be lengthened or shortened to the Westerly boundary of Tract 2391 on the East and the Westerly boundary of said lands granted to Esplanade Commercenter, LLC, to the West.

APN: 439-030-021 and 439-030-022





Staff Report

TO: Honorable Mayor and Members of the Hemet City Council

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

DATE: June 12, 2012

RE: **ZONING ORDINANCE AMENDMENT (ZOA) NO. 12-002 – Boarding Houses, Group Homes and Reasonable Accommodation**

A city-initiated ordinance amending Chapter 90 (Zoning) of the Hemet Municipal Code by repealing and readopting zoning and development regulations for Boarding Houses and Group Homes and adopting new reasonable accommodation procedures. This ordinance is a component of the Hemet ROCS (Restoring Our Community Strategy) Program for the City of Hemet. (Ordinance Bill No 12-034)

RECOMMENDED ACTION:

That the City Council:

1. Adopt **Ordinance Bill No. 12-034**, approving Zoning Ordinance Amendment No. 12-002 regarding zoning and development regulations for Boarding House, Group Homes and Reasonable Accommodation procedures.

BACKGROUND:

On May 22, 2012, the City Council introduced and waived further readings of the attached Ordinance Bill No. 12-034. The proposed ordinance is a component of the Hemet ROCS (Restoring our Community Strategy) Program, and was initiated by the City to replace existing regulations for "Boarding Houses" and "Residential Care Facilities" with new, more precise regulations and a new "Reasonable Accommodation" provision in an effort to accommodate legitimate group homes for the disabled. If adopted, this ordinance will make the boarding house, group home and reasonable accommodation regulations more readily identifiable; will retool the classification of multiple-person housing to include Boarding Houses, Small Licensed Residential Care Facilities, and Group Homes (small and large); will notate the zones where boarding houses and group homes are permitted; will require that detailed findings be made before a permit is granted; will provide more detailed operational standards for all Boarding Houses and unlicensed Group Homes; and, will establish procedures regarding the application for and decision on a request for a reasonable accommodation.

Respectfully submitted,



Deanna Elliano
Community Development Director

Attachments:

1. City Council Ordinance Bill No. 12-034

Attachment 1

City Council
Ordinance Bill No. 12-034



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CITY OF HEMET
Hemet, California
ORDINANCE BILL NO. 12-034

AN ORDINANCE OF THE CITY COUNCIL OF
THE CITY OF HEMET, CALIFORNIA:

(1) REPEALING ORDINANCE NO. 1798, WHICH
ADDED SECTION 90-75 "BOARDING HOUSES
AND RESIDENTIAL CARE FACILITIES" TO THE
HEMET MUNICIPAL CODE;

(2) AMENDING ARTICLE X "SPECIAL
HOUSING CLASSIFICATIONS" OF CHAPTER
90 OF THE HEMET MUNICIPAL CODE; AND,

(3) AMENDING VARIOUS OTHER SECTIONS
OF CHAPTER 90 OF THE HEMET MUNICIPAL
CODE RELATING TO THE MATRIX OF
PERMITTED LAND USES FOR RESIDENTIAL
AND COMMERCIAL ZONES IN THE HEMET
MUNICIPAL CODE.

WHEREAS, on May 27, 2008, in the exercise of its police power, the
Hemet City Council adopted Ordinance 1798 prohibiting the operation of
Boarding Houses in Single-Family Residential Zones (RA, R-1-C, R-1, R-1-D,
and R-1-H) but allowing the operation of Boarding Houses in the R-2 and R-3
Multiple-Family Residential Zones and the R-P and O-P commercial zones
subject to approval of a conditional use permit in accordance with Chapter 90
of the Hemet Municipal Code; and,

WHEREAS, subsequent to the adoption of Ordinance 1798, the City
received comments criticizing the effect Ordinance 1798 may have on the
operation of a certain type of Small unlicensed Group Homes, commonly
known as "sober living facilities." The owners, tenants and advocates of
sober living facilities who have commented to the City contend that sober
living facilities do not provide treatment services, such as detoxification, but

1 instead provide a safe and supportive environment for persons recovering
2 from alcohol or drug addiction to reside while recovering, and that such
3 facilities should be permitted by right in single family residential zones. These
4 persons have requested that the City exempt such facilities from Ordinance
5 1798 and review and revise the reasonable accommodation provisions of the
6 Ordinance; and,

7 **WHEREAS**, although the City maintains the validity of Ordinance
8 1798, in an effort to be responsive and accommodating to members of the
9 community who are disabled, the City undertook a review of Ordinance 1798
10 in light of state and federal fair housing and anti-discrimination laws, relevant
11 interpretative case law, the ordinances and practices of other California cities
12 relative to regulation of Boarding Houses and Group Homes, and materials
13 submitted by disabled housing advocates, including the "Model Ordinance for
14 Providing Reasonable Accommodation Under the Fair Housing Amendments
15 Act" by Mental Health Advocacy Services, Inc., and,

16 **WHEREAS**, while the City maintains its legitimate land use interest in
17 regulating boarding homes and unlicensed Group Homes, the City recognizes
18 the need for expedited review of legitimate unlicensed Group Homes, such as
19 sober living facilities, and for reasonable accommodation provisions that are
20 broader in application and easier to administer.

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

23 **SECTION 1. FINDINGS**

24 The City Council hereby makes the following findings:

- 25 A. In approving this Ordinance _____, the City is mindful that the
26 federal Fair Housing Act, as amended, (42 U.S.C. § 3601 *et seq.*), the
27 California Community Care Facilities Act (Health & Safety Code § 1500 *et*.

28

1 seq.), and the California Fair Housing and Employment Act (Government
2 Code § 12900 *et seq.*), together with published judicial decisions interpreting
3 those laws (collectively the “Fair Housing Laws”), provide protections for
4 individuals with disabilities, including the right to an equal opportunity to use
5 and enjoy housing, and require the City to grant a reasonable accommodation
6 in its zoning ordinances and policies where necessary to afford disabled
7 persons such equal opportunity, but such laws do not preempt local zoning
8 laws nor prohibit the City from adopting zoning ordinances to protect the
9 public health, safety and welfare.

10 B. The fundamental objective of the City’s General Plan and
11 residential zoning program, as provided in Chapter 90 of the City’s Municipal
12 Code, is to provide opportunities for safe and decent housing for all
13 individuals of all income levels while preserving the quality and character of
14 single-family residential neighborhoods by protecting such neighborhoods
15 from the undue intrusion from transitory and institutional residential uses,
16 such as boarding houses, dormitories, hotels, and convalescent homes, and
17 by preserving individual dwelling units for occupancy and use by single house
18 keeping units, including the traditional family.

19 C. The City is aware that in general sober living facilities and
20 similar Small Group Homes provide necessary accommodations for disabled
21 persons, but such homes are not licensed or regulated by the State of
22 California, their residents are transitory in nature, and the specific nature of
23 the facilities and the manner in which they are operated is not known. The
24 California Department of Alcohol and Drug Programs (“ADP”) has reported to
25 the California Legislature that it receives on average 125 complaints a year
26 regarding sober living facilities, many indicating that the facilities are offering
27 treatment services without the appropriate State issued license.

1 D. The American Planning Association's Policy Guide on
2 Community Residences recommends that communities should avoid
3 concentrating or clustering Group Homes for the disabled in any single block
4 or any single neighborhood because doing so compromises the ability of such
5 Group Homes to achieve normalization and community integration.

6 E. In a good faith effort to better comply with the Fair Housing
7 Laws and as a means of recognizing the right of individuals with disabilities to
8 reasonable accommodation and equal access to housing, while maintaining
9 the City's legitimate interest in local land use regulation, the City Council has
10 determined that repealing Ordinance 1798 and adopting this Ordinance ____
11 best serves the public's interest and the general health, safety or welfare of
12 the residents of the City.

13 F. By means of this Ordinance _____, the City desires to maintain
14 zoning requirements preserving the quality and character of single-family
15 residential neighborhoods while providing zoning provisions in accordance
16 with the Fair Housing Laws that benefit disabled persons by permitting
17 disabled persons to live in residential care facilities and other Group Homes in
18 residential districts in such a manner as to avoid clustering and
19 overconcentration and to ensure that such uses are in compliance with City,
20 state and federal laws and regulations.

21 G. To achieve these purposes the City will repeal Ordinance 1798
22 and adopt this Ordinance ____ to add standards and procedures for granting
23 a reasonable accommodation to the City's zoning and land use regulations,
24 policies and practices when needed to provide an individual with a disability
25 an equal opportunity to use and enjoy a dwelling, where such accommodation
26 does not cause an undue financial or administrative burden on the City nor
27

28

1 result in a fundamental alteration in the nature of the City's zoning
2 regulations.

3 H. This Ordinance _____ is not subject to, and is exempt from, the
4 California Environmental Quality Act ("CEQA") because the proposed code
5 amendment: (i) will not result in the direct or reasonably foreseeable indirect
6 physical change in the environment (Section 15060(c)(2) of the CEQA
7 Guidelines); (ii) is covered by the general rule that CEQA applies only to
8 projects that have the potential for causing a significant effect on the
9 environment (Section 15061(b)(3) of the CEQA Guidelines); and (iii) is a
10 minor alteration in land use (Section 15305 of the CEQA Guidelines).

11 **SECTION 2. REPEAL OF ORDINANCE 1798 (SECTION 90-75).**

12 Ordinance 1798, which added Section 90-75 to the Hemet Municipal
13 Code, is hereby repealed.

14 **SECTION 3. AMENDMENT OF ARTICLE X "SPECIAL HOUSING**
15 **CLASSIFICATIONS."**

16 Article X "Special Housing Classifications" of Chapter 90 of the Hemet
17 Municipal Code is hereby amended to add Divisions 1 and 2, which shall read
18 as shown in Exhibit "A," which is attached hereto and incorporated herein by
19 this reference.

20 **SECTION 4. VARIOUS AMENDMENTS TO THE LAND USE**
21 **MATRIX.**

22 (a) Section 90-312 of Article XI of Chapter 90 is hereby amended as
23 set forth in Exhibit "B," which is attached hereto and incorporated herein by
24 this reference.

25 (b) Section 90-382 of Article XIII of Chapter 90 is hereby amended as
26 set forth in Exhibit "C," which is attached hereto and incorporated herein by
27 this reference.

28

1 (c) Section 90-892 of Article XXVI of Chapter 90 is hereby amended
2 as set forth in Exhibit "D," which is attached hereto and incorporated herein by
3 this reference.

4 **SECTION 5. SEVERABILITY**

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

14 **SECTION 6. PUBLICATION**

15 The City Clerk is authorized and directed to cause this Ordinance to be
16 published within fifteen (15) days after its passage in a newspaper of general
17 circulation and circulated within the City in accordance with Government
18 Code § 36933(a) or, to cause this Ordinance to be published in the manner
19 required by law using the alternative summary and posting procedure
20 authorized under Government Code § 39633(c).

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1 **INTRODUCED** at the regular meeting of Hemet City Council on _____
2 2012.

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APPROVED AND ADOPTED this ____ day of _____ 2012.

Robert Youssef, Mayor

ATTEST:

APPROVED AS TO FORM:

Sarah McComas, City Clerk

Eric S. Vail, City Attorney

1 State of California)
2 County of Riverside)
3 City of Hemet)

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

8
9 **AYES:**

10
11 **NOES:**

12
13 **ABSTAIN:**

14 **ABSENT:**

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Sarah McComas, City Clerk

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EXHIBIT A

ARTICLE X. SPECIAL HOUSING CLASSIFICATIONS

DIVISION 1. Boarding Houses and Group Homes

- 90-271 Purpose
- 90-272 Definitions
- 90-273 Applicability
- 90-274 Permitted Locations
- 90-275 Reasonable Accommodations
- 90-276 Application for a Small Group Home Permit
- 90-277 Application for an Administrative Use Permit
- 90-278 Application for a Conditional Use Permit
- 90-279 Findings for Use Permits
- 90-280 Standards
- 90-281 Nonconforming Uses
- 90-282 Compliance
- 90-283 Authority to Inspect
- 90-284-290 Reserved

DIVISION 2. Reasonable Accommodations

- 90-291 Purpose.
- 90-292 Definitions
- 90-293 Review Authority.
- 90-294 Application for Reasonable Accommodation.
- 90-295 Decision.
- 90-296 Expiration, Time Extension, Violation, Discontinuance & Revocation.
- 90-297 Amendments.
- 90-298-310 Reserved.

DIVISION 1. Boarding Houses and Group Homes

Sec. 90-271. Purpose.

This Article X, as part of the City's overall zoning regulations and in the exercise of its police powers to protect the public health safety and welfare, seeks to preserve the quality and character of the community's single-family and multi-family neighborhoods by limiting, and where appropriate prohibiting, the operation of housing that is commercial or institutional in nature, such as Boarding Houses and other Group Homes, to zones within the City that are best suited to accommodate impacts and needs of those housing types. In adopting this Article X, the City is mindful that the Fair Housing Laws provide Individuals With A Disability the right to an equal opportunity to use and enjoy housing, and that the City may need to provide reasonable accommodation in the City's zoning ordinances and policies where necessary to afford Disabled persons such equal opportunity. The City recognizes that Group Homes providing care and services to six or fewer Disabled persons that are required to be and

are licensed by the State of California must be allowed to operate in single-family zones as a matter of right and therefore, such uses are excepted from this Article X as provided herein. The City recognizes that the Fair Housing Laws do not prohibit the City from regulating the location of Large Group Homes (those providing residency to seven or more disabled individuals whether required to be licensed or not) and Small Group Homes (those providing residency to six or fewer disabled individuals that are not required to be licensed by the state) but that the City must make a reasonable accommodation upon request to the residents of such Group Homes where such request does not cause an undue financial or administrative burden on the City or result in a fundamental alteration in the nature of the City's zoning regulations. This Article X establishes regulations to avoid clustering and over concentration of such uses subject to the City's reasonable accommodation provisions.

Sec. 90-272. Definitions.

For the purposes of this Article X, the following definitions shall apply:

- (a) "Boarding House" is defined as provided in Section 90-4 of this Code.
- (b) "Disabled" or "Individual With A Disability" means an individual with a qualifying disability under the Fair Housing Laws. Generally, any person with any mental or physical impairment, disorder or condition, which substantially limits one or more major life activities, including physical, mental and social activities and working. "Disabled" or "Individual With A Disability" does not include impairments, disorders or conditions resulting from the current, illegal use of or addiction to a controlled substance, sexual behavior disorders, compulsive gambling, kleptomania, or pyromania.
- (c) "Fair Housing Laws" means the federal Fair Housing Act (42 U.S.C. § 3601 *et seq.*), the California Community Care Facilities Act (Health & Safety Code § 1500 *et seq.*), the California Fair Housing and Employment Act (Gov't Code § 12900 *et seq.*), and Civil Code § 54, together with published judicial decisions interpreting those laws.
- (d) "Group Home" means any Boarding House that provides temporary, interim, or permanent housing to individuals where every person residing in the dwelling is an Individual With A Disability, and the individuals are not living as a Single Housekeeping Unit.
 - (1) "Large Group Home" means a Group Home in which seven or more individuals reside, whether the Group Home is required to be and is licensed by the State of California, or is not required to be licensed by the State of California. Large Group Homes do not include Small Licensed Residential Care Facilities.
 - (2) "Small Group Home" means a Group Home in which six or fewer

individuals reside and which is not required to be licensed by the State of California. Small Group Homes do not include Small Licensed Residential Care Facilities.

- (e) "Multiple-Family Residential Zones" means those zones intended for multiple-family residential units as described in Section 90-381 and similar sections in Chapter 90.
- (f) "Operator" means any entity(ies) or person(s) who owns, manages, or operates a Group Home or Boarding House.
- (g) "Single-Family Residential Zones" means those zones intended for single-family residential units as described in Section 90-311 and similar sections in Chapter 90.
- (h) "Single Housekeeping Unit" means an interactive group of persons jointly residing in a single dwelling unit exercising joint responsibility for and use of the dwelling's common areas, jointly sharing household expenses, jointly sharing household activities and responsibilities such as meals, chores, and household maintenance. A Boarding House shall not be considered a Single Housekeeping Unit. If a dwelling is leased or rented under a single written or oral lease or rental agreement, the makeup of the group of persons occupying the unit must be determined by the residents of the dwelling, not the landlord or property manager, to be a Single Housekeeping Unit.
- (i) "Small Licensed Residential Care Facility" means a Group Home 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. Small Licensed Residential Care Facilities are exempt from the provisions of this Division and shall be treated for purposes of applying the requirements of Chapter 90 as a residential use of property occupied by a Single Housekeeping Unit. Small 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).

Sec. 90-273 Applicability.

The provisions of this Division shall apply to all Boarding Houses and Group Homes (except Small Licensed Residential Care Facilities), and to all persons who own, manage, or operate them.

Sec. 90-274^{12 11212121} Permitted Locations.

- (a) Boarding Houses are prohibited in all Single-Family Residential Zones. Subject to a Conditional Use Permit, Boarding Houses are permitted in R-2 and R-3 Multiple-Family Residential Zones and R-P and O-P commercial zones.
- (b) Large Group Homes are prohibited in all Single-Family Residential Zones. Subject to an Administrative Use Permit, Large Group Homes of ten or fewer residents are permitted in the Multiple-Family Residential Zones. Subject to a Conditional Use Permit, Large Group Homes of ten or fewer residents are permitted in the R-P and O-P commercial zones. Subject to a Conditional Use Permit, Large Group Homes of eleven or more residents are permitted in the Multiple-Family Residential Zones and in the R-P and O-P commercial zones.
- (c) Small Group Homes are permitted in Single-Family Residential Zones and R-2 and R-3 Multiple Family Residential Zones, subject to the issuance of a Small Group Home Permit as provided in this Division. Small Group Homes are permitted in the R-P commercial zones, subject to the issuance of an Administrative Use Permit. Small Group Homes are permitted in the O-P commercial zone, subject to the issuance of a Conditional Use Permit.
- (d) Small Licensed Residential Care Facilities are permitted in all Single-Family Residential Zones, R-2 and R-3 Multiple Family Residential Zones, and the R-P commercial zone. Small Licensed Residential Care Facilities are prohibited in the O-P commercial zone.

Sec. 90-275 Reasonable Accommodation.

Any Individual With A Disability, or their representative, or a developer or provider of housing for Individuals With A Disability may seek a reasonable accommodation from the provisions of Chapter 90 under Division II of this Article.

Sec. 90-276 Application for a Small Group Home Permit.

- (a) Any person or entity seeking to establish a Small Group Home in a Single-Family Residential or Multiple Family Residential (R-2 or R-3) Zone shall first apply to the Director for a Small Group Home Permit. The application for a Small Group Home Permit shall include the following information:
 - (1) client profile (the subgroup of the population the facility is intended to serve such as single men, families, elderly, minor children,

developmentally disabled, etc.);

- (2) the maximum number of occupants and the facility's hours of operation;
 - (3) the term of client stay;
 - (4) ^{12 11212121} the support services to be provided on-site and projected staffing levels;
 - (5) the ownership, permit and license history of the applicant, owner, and Operator, if applicable, in previously owning or operating such a dwelling, including the name and addresses of similar homes in the State of California owned or operated within the past five (5) years;
 - (6) a certification under penalty of perjury that none of the identified homes have been found by state or local authorities to be operating in violation of state or local law; and
 - (7) an Operations and Management plan, as provided in the Uniform Building Code, and house rules (as defined in Section 90-280) of this Code.
 - (8) information demonstrating that the premises are in compliance with, or will prior to occupancy be brought into compliance with, the standards set forth in Section 90-280 of this Division.
 - (9) the applicant must secure the inspection and report of the Fire Marshall and Building Official showing that the premises to be used are suitable under applicable uniform building and related codes to safely house the number of persons identified for residency in the dwelling. The Building Official shall determine the applicable use and occupancy classification for the premises for the purposes of the application of the uniform building and related codes.
 - (10) the names of all persons and entities with an ownership or leasehold interest in the use or home, or who will be an Operator of the use or home, shall be disclosed in writing to the City, and such persons and entities shall not have a demonstrated pattern or practice of operating similar uses or homes in or out of the City in violation of state or local law.
 - (11) the use or home shall provide certification, if available, from a governmental agency or qualified nonprofit organization and such certification is a generally accepted practice or standard among the owners, operators, profession, or industry related to the use or home.
- (b) The Director shall grant the permit within thirty days after determining that the application for a Small Group Home Permit is complete. The Director shall not deny an application for a Small Group Home Permit unless the Director determines that the application is incomplete or, after reasonable investigation,

the Director determines that the applicant has provided information that is materially false, misleading or inaccurate or has made material misstatements on the application.

Sec. 90-277 Application for an Administrative Use Permit.

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An application for an Administrative Use Permit shall be filed and processed with the City as provided in Section 90-43 *et seq.*, of this Chapter. The following additional requirements shall apply to an Administrative Use Permit under this Division:

- (a) In addition to the application requirements in Section 90-43 *et seq.*, the application shall also include the application requirements noted in Section 90-276(a)(1) through (11).
- (b) The Director shall grant or deny the permit within ninety days after determining the application for an Administrative Use Permit is complete.

Sec. 90-278 Application for a Conditional Use Permit.

An application for a Conditional Use Permit shall be filed and processed with the City as provided in Section 90-42 *et seq.*, of this Chapter. The following additional requirements shall apply to a Conditional Use Permit under this Division:

- (a) In addition to the application requirements in Section 90-42 *et seq.*, the application shall also include the application requirements noted in Section 90-276(a)(1) through (11).
- (b) In the case of Boarding Houses, the Director shall ascertain whether or not all persons who will have an ownership or leasehold interest in, or will be an Operator of, a Boarding House have been convicted of a felony or any crime involving moral turpitude. The City shall cause fingerprints to be taken of the applicant, owner, and Operator of such dwelling or facility.

Sec. 90-279 Findings for Conditional Use Permits and Administrative Use Permits.

In addition to the findings applicable to Conditional Use Permits under Section 90-42 *et seq.*, and to Administrative Use Permits under Section 90-43 *et seq.*, the decision making body shall make the following supplemental findings before approving or conditionally approving a Conditional Use Permit or Administrative Use Permit granted under this Division:

- (a) The Boarding House or Group Home includes sufficient on-site parking and traffic and transportation impacts have been mitigated to a level of insignificance.
- (b) The Boarding House or Group Home conforms to all applicable development standards.

- (c) The property upon and structure(s) within which a Boarding House or Group Home will be located is physically suited to accommodate the use.
- (d) The Boarding House or Group Home will be compatible with the character of the surrounding neighborhood, and the addition or continued maintenance of the use will not contribute to changing the residential character of the neighborhood, such as creating an overconcentration of Boarding Houses or Group Homes in the vicinity of the proposed use. In making this finding or sustaining this finding, the decision making body shall consider as appropriate the following factors:
 - (1) The proximity of the Boarding House or Group Home to schools, parks, other similar and related uses, including Small Licensed Residential Care Facilities, places where alcoholic beverages are sold or distributed to the public and any other uses which could be affected by, or affect the operation of, the use or the health, safety and welfare of the residents.
 - (2) The existence of substandard physical characteristics of the area in which the Boarding House or Group Home is to be located such as lot widths, setbacks, narrow streets, limited available parking, nonconforming housing types, physical or economic conditions of blight, and other substandard characteristics which are pervasive in certain areas of the City.
 - (3) Whether, in light of the factors applied in subsections (d)(1) and (d)(2) of this section, it would be appropriate to apply the American Planning Association standard of permitting one Boarding House or Group Home per block. For purposes of this paragraph, "block" means an area of land that is bounded on all sides by streets or by streets and a cul-de-sac or by any other form of termination of the street (i.e. dead-end not a cul-de-sac). In applying this factor, the decision making body shall take into consideration circumstances where, because of unusually long block or short block, application of the separation standard in Section 90-280(i) would result in less than one use per block or more than two uses per block.
- (e) For Boarding Houses and Group Homes in or adjacent to residential zones:
 - (1) The operation of buses, vans, and other similar passenger carrying vehicles, to transport residents to and from off-site activities does not generate vehicular traffic substantially greater than that normally generated by residential activities in the surrounding areas.
 - (2) Arrangement for the delivery of goods are made within the hours that are compatible with and will not adversely affect the peace and quiet of neighboring properties.

- (3) Arrangement for commercial trash collection in excess of usual residential collection are made within hours that are compatible with and will not adversely affect the peace and quite of neighboring properties.
- (f) That none of the homes identified by the applicant in its application have been found by state or local authorities to be operating in substantial or persistent violation of state or local law.
- (g) That none of the persons who will have an ownership or leasehold interest in, or will be Operators of, a Boarding House have been convicted of a felony or any crime involving moral turpitude.

90-280 Standards.

The following standards shall apply to Boarding Houses and Group Homes requiring an Administrative or Conditional Use Permit or a Small Group Home Permit. Violation of any of these standards shall constitute grounds for revoking the permit.

- (a) The property shall be used, maintained, occupied, and/or operated in conformity with a Operation and Management Plan approved by the Director and filed with the City. The plan shall ensure compliance with applicable state and local laws, ordinances, and regulations.
- (b) The property shall be used, maintained, occupied and/or operated in such a manner as to not permit public nuisances under Article II of Chapter 30 of this Code, public offenses under Articles I, III and IV of Chapter 46 of this Code, illegal parking under Article IV of Chapter 78 of this Code, and violations of state and federal laws regarding disturbance of the peace, illegal drug activity, public drunkenness, public consumption of alcohol, harassment of passers-by, gambling, solicitation, public urination, theft, assault, battery, vandalism, littering, loitering, solicitation, and lewd conduct.
- (c) The use shall not have any substantial adverse impacts on adjoining properties or land uses and shall be compatible with the character of the surrounding neighborhood.
- (d) The property shall comply with all setback, landscaping and other development standards of the underlying zone.
- (e) Both indoor and outdoor common areas shall be provided on site.
- (f) No care, treatment or other services shall be provided on the property that would require licensure by the State of California. Large Group Homes holding a current and valid license from the State of California are exempt from this standard.
- (g) There shall be no more than two residents per bedroom (except that three minor

children may share a single bedroom), unless the decision making body approved a higher occupancy limit in issuing the permit. The decision making body shall not approve a higher occupancy limit unless it finds, based on substantial evidence in the record, that such limit is appropriate given the characteristics of the dwelling, the availability of parking, and the measures taken to adequately protect the public health, safety, peace, comfort, and welfare (including but not limited to the reasonable sanitary needs of residents).

- (h) The use or home shall maintain certification, if available, from a governmental agency or qualified nonprofit organization and such certification is a generally accepted practice or standard among the owners, operators, profession, or industry related to the use or home.
- (i) Group Homes shall not be located within 300 feet, measured from the property lines, of any other Group Home or Small Licensed Residential Care Facility. All other types of Boarding Houses shall not be located within 1000 feet, measured from the property lines, of any other Boarding House, Group Home, or Small Licensed Residential Care Facility.
- (j) All Group Homes shall (1) maintain and enforce house rules that, at a minimum, shall provide for the protection of occupant safety and require occupants to register weekly schedules with the onsite house manager; and (2) provide for an onsite house manager who shall be responsible for, at a minimum, enforcement of the house rules and supervision of occupant schedules.

90-281 Nonconforming Uses

- (a) *Group Homes.*
 - (1) Any Small Group Home operating in a Single-Family Residential Zone as of the date of the adoption of Hemet Ordinance 1798 (May 27, 2008) may remain in operation provided that a valid use permit, or such other valid permit as was required at the time, was obtained and such facility was in compliance with the applicable standards set forth in Chapter 14 "Buildings and Building Regulations" and Chapter 90 "Zoning" of this code, at the time the permit was obtained.
 - (2) Any Small Group Home or Large Group Home operating in the R-2 or R-3 Multiple-Family Residential Zones or in the R-P or O-P commercial zones as of the date of the adoption of Ordinance 1798 (May 27, 2008) may remain in operation provided that a valid use permit, or such other valid permit as was required at the time, was obtained and such facility was in compliance with the applicable standards set forth in Chapter 14 "Buildings and Building Regulations" and Chapter 90 "Zoning" of this code, at the time the permit was obtained.

- (b) *Boarding Houses.* Any Boarding House operating in the R-2 or R-3 Multiple-Family Residential Zones or the R-P or O-P commercial zones as of the date of adoption of Ordinance 1798 (May 27, 2008) may remain in operation provided that a valid use permit, or such other valid permit as was required at the time, was obtained and such facility was in compliance with the applicable standards set forth in Chapter 14 "Buildings and Building Regulations" and Chapter 90 "Zoning" of this code, at the time the permit was obtained.

Sec. 90-282 Compliance.

The granting authority may suspend or revoke a permit upon a determination that the Boarding House or Group Home that is the subject of the permit violated any provisions of this Division or any condition of the permit. Prior to such suspension or revocation, the granting authority shall set and conduct a hearing wherein the permit holder shall have the opportunity to be heard and present evidence in his/her defense. After such hearing the granting authority shall notify the permit holder in writing as to the outcome of the hearing. In the event that the permit is suspended or revoked, the permit holder may appeal to the City Council but must do so within 10 days of the date of the notification. The City Council shall hear the appeal within 10 days after the date of receipt of the notice of appeal.

Sec. 90-283 Authority to Inspect.

Any City official or authorized representative charged with enforcement responsibilities under this municipal code, state law or other government authority may enter and inspect the premises or perform any duty imposed by the municipal code or by state law, provided the owner, managers, Operators, or lawful occupant(s) has consented to the inspection. The refusal by an owner, manager, Operator, or occupant to permit such entry and inspection may be considered in any proceeding to suspend or revoke the permit.

90-284-290 Reserved.

DIVISION 2. Reasonable Accommodation

Sec. 90-291 Purpose.

In accordance with the Fair Housing Laws, it is the purpose of this Division to provide reasonable accommodations in the City's zoning and land use regulations (Chapter 90 of this Code), of the City's policies, and practices implementing those regulations when needed to provide an Individual With A Disability an equal opportunity to use and enjoy a dwelling.

Sec. 90-292 Definitions

The definitions provided in Division I of this Article (Section 90-272) shall also apply within this Division. For the purposes of this Division, the following definitions

shall also apply:

(a) "Major Reasonable Accommodation" means a request to allow a use in a zone where it is otherwise not permitted or a request for a modification or exception to the substantive land use, zoning and development standards and regulations.

(b) ^{12 11212121} "Minor Reasonable Accommodation" means a modification or exception to the procedural requirements contained in this Chapter, including, but not limited to, fee adjustments or deferrals, modification of application filing requirements, and modification of appeal filing requirements.

Sec. 90-293 Review Authority.

The Planning Commission is designated to approve, conditionally approve, or deny all applications for a Major Reasonable Accommodation, except that the Director is hereby vested with authority to review and approve Major Reasonable Accommodation applications that solely request a modification of development standards for uses requiring a Small Group Home Permit or an Administrative Use Permit. The Director, or his or her designee, is designated to approve, conditionally approve, or deny all applications for a Minor Reasonable Accommodation, provided that the Director may decide to allow the Planning Commission to determine whether to approve, conditionally approve, or deny an application for a Minor Reasonable Accommodation if the Director finds that the Minor Reasonable Accommodation involves significant controversy or extraordinary circumstances.

Sec. 90-294 Application for Reasonable Accommodation.

- (a) *Applicant.* A request for reasonable accommodation may be made by any Individual With A Disability, their representative, or a developer or provider of housing for Individuals With A Disability. A reasonable accommodation may be approved only for the benefit of one or more Individuals With A Disability.
- (b) *Application.* An application for a reasonable accommodation shall be made on a form provided by the Community Development Department. No fee shall be required for an application for reasonable accommodation, but if the project requires another discretionary permit, then the prescribed fee shall be paid for all other discretionary permits.
- (c) *Other Discretionary Permits.* If the project for which the request for reasonable accommodation is made requires another discretionary permit or approval, then the applicant may file the request for reasonable accommodation together with the application for the other discretionary permit or approval, and may elect to have the reasonable accommodation request processed and decided simultaneously with the application for the other discretionary permit. In such cases, the procedures applicable to the other discretionary permit shall govern the processing of the reasonable accommodation request. A Minor Reasonable

Accommodation request seeking a modification or exception to procedural requirements shall not be processed simultaneously with any other discretionary permit.

- (d) *Required Submittals.* In addition to materials required under other applicable provisions of this Code, an application for reasonable accommodation shall include the following:
- (1) Documentation that the applicant is: (i) an Individual With A Disability; (ii) applying on behalf of one or more Individuals With A Disability; or (iii) a developer or provider of housing for one or more Individuals With A Disability;
 - (2) The specific exception or modification to the Zoning Code provision, policy, or practices requested by the applicant;
 - (3) Documentation that the specific exception or modification requested by the applicant is necessary to provide one or more Individuals With A Disability an equal opportunity to use and enjoy the residence;
 - (4) Any other information that the Director reasonably concludes is necessary to determine whether the findings required by Section 90-295(c) can be made, so long as any request for information regarding the Disabled person benefited complies with Fair Housing Law protections and the privacy rights of the individuals affected.
- (e) *Additional Information.* If necessary to reach a decision on a request for a reasonable accommodation, the decision-making body may request further information from the applicant. The deadline for the decision-making body to render a decision on the application for a reasonable accommodation shall be extended by the number of days it takes the applicant to fully respond to the request for additional information.

Sec. 90-295 Decision.

- (a) *Minor Reasonable Accommodations.* The Director shall mail his or her written determination to approve, conditionally approve, or deny a request for a Minor Reasonable Accommodation to the applicant within thirty days of the receipt of a complete application for a Minor Reasonable Accommodation. The mailed notice of decision shall inform the applicant that the decision of the Director may be appealed to the Planning Commission within fourteen days of the mailing of the notice.
- (b) *Major Reasonable Accommodations.*
- (1) A Major Reasonable Accommodation request that is filed concurrently with another application for a discretionary permit shall be heard with, and

subject to, the notice, review, approval, and appeal procedures prescribed for the other discretionary permit filed concurrently with the reasonable accommodation request.

- (2) If a Major Reasonable Accommodation request is not filed concurrently with an application for another discretionary permit, then the notice, review, approval, and appeal procedures for an Administrative Use Permit shall be followed if the proposed use is a Small Group Home or Large Group Home with up to ten residents. If the proposed use is a Large Group Home with eleven or more residents then the notice, review, approval and appeal procedures for a Conditional Use Permit shall be followed. The findings in Section 90-279 and Section 90-295(c) shall be made for a reasonable accommodation to be granted.
 - (3) Notwithstanding the foregoing, the standard of review on appeal of a decision on a Major Reasonable Accommodation shall not be de novo and the appellate body shall determine whether the findings made by the decision-making body are supported by substantial evidence presented during the hearing. The appellate body may sustain, reverse or modify the decision or remand the matter for further consideration, which remand shall include specific issues to be considered or a direction for a de novo hearing.
- (c) *Findings.* The written decision to approve, conditionally approve, or deny a request for a reasonable accommodation shall be based on the following findings, all of which are required for approval:
- (1) The requested accommodation is requested by or on the behalf of one or more Individuals With A Disability protected under the Fair Housing Laws.
 - (2) The requested accommodation is necessary to provide one or more Individuals With A Disability an equal opportunity to use and enjoy a dwelling.
 - (3) The requested accommodation will not impose an undue financial or administrative burden on the City as "undue financial or administrative burden" is defined in Fair Housing Laws.
 - (4) The requested accommodation will not result in a fundamental alteration in the nature of the City's zoning program, as "fundamental alteration" is defined in Fair Housing Laws.
 - (5) The requested accommodation will not, under the specific facts of the case, result in a direct threat to the health or safety of other individuals or substantial physical damage to the property of others.

- (d) In making findings the in subdivision (b), the decision maker may approve alternative reasonable accommodations which provide an equivalent level of benefit to the applicant.
- (e) The City may consider, but is not limited to, the following factors in determining whether the requested accommodation is necessary to provide one or more Individuals With A Disability an equal opportunity to use and enjoy a dwelling:
 - (1) Whether the requested accommodation will affirmatively enhance the quality of life of one or more Individuals With A Disability;
 - (2) Whether the Individual or Individuals With A Disability will be denied an equal opportunity to enjoy the housing type of their choice absent the accommodation;
 - (3) In the case of a Group Home, whether the requested accommodation is necessary to make facilities of a similar nature or operation economically viable in light of the particularities of the relevant market and market participants;
 - (4) In the case of a Group Home, whether the existing supply of facilities of a similar nature and operation in the community is sufficient to provide Individuals With A Disability an equal opportunity to live in a residential setting.
- (f) The City may consider, but is not limited to, the following factors in determining whether the requested accommodation would require a fundamental alteration in the nature of the City's zoning program:
 - (1) Whether the requested accommodation would fundamentally alter the character of the neighborhood;
 - (2) Whether the accommodation would result in a substantial increase in traffic or insufficient parking;
 - (3) Whether granting the requested accommodation would substantially undermine any express purpose of either the City's General Plan or an applicable specific plan;
 - (4) In the case of a Group Home, whether the requested accommodation would create an institutionalized environment due to the number of and distance between facilities that are similar in nature or operation.
- (g) *Rules While Decision is Pending.* While a request for reasonable accommodation is pending, all laws and regulations otherwise applicable to the property that is the subject of the request shall remain in full force and effect.

- (h) *Effective Date.* No reasonable accommodation shall become effective until the decision to grant such accommodation shall have become final by reason of the expiration of time to make an appeal. In the event an appeal is filed, the reasonable accommodation shall not become effective unless and until a decision is made on such appeal and becomes final.

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Sec. 90-296 Expiration, Time Extension, Violation, Discontinuance and Revocation.

- (a) *Expiration.* Any reasonable accommodation approved in accordance with the terms of this Division shall expire within twenty-four months from the effective date of approval or at an alternative time specified as a condition of approval unless:
 - (1) A building permit has been issued and construction has commenced;
 - (2) A certificate of occupancy has been issued;
 - (3) The use is established; or
 - (4) A time extension has been granted.
- (b) *Time Extension.* The Director may approve a time extension for a reasonable accommodation for good cause for a period or periods not to exceed one year. An application for a time extension shall be made in writing to the Director no less than thirty days or more than ninety days prior to the expiration date.
 - (i) *Notice.* Notice of the Director's decision on a time extension shall be provided as specified in this Chapter. All written decisions shall give notice of the right to appeal and to request reasonable accommodation in the appeals process.
 - (ii) *Appeal of Determination.* A time extension for a reasonable accommodation shall be final unless appealed within fourteen calendar days of the date of mailing of the determination. An appeal shall be made in writing and shall be noticed and heard pursuant to the procedures established in this Chapter.
- (e) *Violation of Terms.* Any reasonable accommodation approved in accordance with the terms of this Code may be revoked if any of the conditions or terms of such reasonable accommodation are violated, or if any law or ordinance is violated in connection therewith.
- (f) *Discontinuance.* A reasonable accommodation shall lapse if the exercise of rights granted by it is discontinued for one hundred eighty consecutive days. If the persons initially occupying a residence vacate, the reasonable accommodation shall remain in effect only if the Director determines that: (1) the modification is

physically integrated into the residential structure and cannot easily be removed or altered to comply with the Code, and (2) the accommodation is necessary to give another Individual With A Disability an equal opportunity to enjoy the dwelling. The Director may request the applicant or his or her successor in interest to the property to provide documentation that subsequent occupants are Individuals With A Disability. Failure to provide such documentation within ten days of the date of a request by the City shall constitute grounds for discontinuance by the City of a previously approved reasonable accommodation.

- (g) *Revocation.* Procedures for revocation shall be as prescribed by Section 90-43 *et seq.*, of this Chapter.

Sec. 90-297 Amendments.

A request for changes in conditions of approval of a reasonable accommodation, or a change to plans that would affect a condition of approval shall be treated as a new application. The Director may waive the requirement for a new application if the changes are minor, do not involve substantial alterations or addition to the plan or the conditions of approval, and are consistent with the intent of the original approval.

Sec. 90-298 – 90-310 Reserved.

EXHIBIT B

Sec. 90-312. Permitted uses.

In the R-A, R-1-D, R-1-H, R-1-6, R-1-7.2, R-1-10, R-1-20, R-1-40 zones, permitted and conditionally permitted uses shall be as listed within the "Land Use Matrix." Whenever a business is conducted, even if it is a home occupation, a city business license is required pursuant to chapter 18.

SINGLE-FAMILY RESIDENTIAL LAND USE MATRIX									
<i>X= Not Permitted Use P=Permitted Use C=Conditionally Permitted Use (CUP) A=Administrative Use (AUP)</i> <i>SGHP = Small Group Home Permit (SGHP)</i>									
ZONE		R-A	R-1-D	R-1-H	R-1-6	R-1-7.2	R-1-10	R-1-20	R-1-40
A.	Agricultural Uses								
1.	Above-ground or underground vehicle fuel storage tanks for use with an on-going agricultural operation. Sale of fuel to the public is prohibited. Tanks shall be considered structures, they shall comply with setback requirements of the zone and shall be setback a minimum 100-feet from a Hemet Circulation Element Map road, and shall be screened from view from public streets. Requirements of the Uniform Fire Code and applicable state and federal laws shall be met.	C	X	X	X	X	X	X	X
2.	All types of horticulture (excluding forestry operations) including, but not limited to apiaries and, aviaries (in accordance with chapter 10), farms, orchards and the like:								
	a. Operated as a business	P	X	X	X	X	X	X	X
	b. Operated as part of a residential use	P	X	X	X	X	X	X	X
3.	Bovine and equine animals in accordance with the requirements of section 90-77	P	X	X	X	X	X	X	X
4.	Chickens (see section 90-312 A.8.)		X	X	X	X	X	X	X
5.	FFA (Future Farmers of America), 4H (head, hand, heart, health) or similar projects conducted by the occupants of the premises (A no fee temporary use permit is required see section 90-73. For animal keeping requirements see section 90-77).	P	X	P	X	X	P	P	P

SINGLE-FAMILY RESIDENTIAL LAND USE MATRIX

*X= Not Permitted Use P=Permitted Use C=Conditionally Permitted Use (CUP) A=Administrative Use (AUP)
SGHP = Small Group Home Permit (SGHP)*

ZONE		R-A	R-1-D	R-1-H	R-1-6	R-1-7.2	R-1-10	R-1-20	R-1-40
6.	Nurseries, greenhouses and gardening								
	a. Wholesale	P	X	X	X	X	X	X	X
	b. Retail	C	X	X	X	X	X	X	X
7.	Pigs, pigmy goats, miniature horses and other Small animals	P	X	P*	X	X	X	X	X
8.	Poultry (except turkeys, geese and guinea fowl) chinchillas, hamsters, rabbits and other Small animals, (See section 90-188 for additional requirements).	P	X	P	X	X	X	X	X
9.	Produce stands - Permanent (for temporary produce stands see section 90-73).	C	X	X	X	X	X	X	X
B.	Residential Uses								
1.	Bed and breakfast	C	C	C	C	C	C	C	C
2.	Day care facility								
	a. >six but less than 12 clients	P	P	P	P	P	P	P	P
	b. >12 clients	C	C	C	C	C	C	C	C
3.	Group Homes and Small licensed residential care facilities (see Section 90-271 et seq.)								
	a. Small licensed residential care facilities	P	P	P	P	P	P	P	P
	b. Large Group Homes	X	X	X	X	X	X	X	X
	c. Small Group Homes	SGHP	SGHP	SGHP	SGHP	SGHP	SGHP	SGHP	SGHP
4.	Accessory dwelling unit (including "granny flat" and "second unit") in accordance with Sub-Section 90-315(g)	P	P	P	P	P	P	P	P
5.	Guest house on the same site as an existing single-family home	P	X	P	X	X	P	P	P
6.	Home occupations subject to the requirements of section 90-72	P	P	P	P	P	P	P	P
7.	Household pets including, but not limited to dogs, pot belly pigs, and cats (see section 90-77)	P	P	P	P	P	P	P	P
8.	Mobile homes as a caretaker residence	P	X	X	X	X	X	X	X
9.	Mobile home park	X	X	X	C	C	X	X	X

SINGLE-FAMILY RESIDENTIAL LAND USE MATRIX

X= Not Permitted Use P=Permitted Use C=Conditionally Permitted Use (CUP) A=Administrative Use (AUP)
 SGHP = Small Group Home Permit (SGHP)

ZONE		R-A	R-1-D	R-1-H	R-1-6	R-1-7.2	R-1-10	R-1-20	R-1-40
10.	Recreational vehicle park	C	X	X	X	X	X	X	X
11.	Rented room (a maximum of one room) within an existing single-family dwelling	P	P	P	P	P	P	P	P
12.	Single-family residential dwelling unit including manufactured housing, prefabricated housing, and mobile homes built after 1986 when installed on permanent foundations when in accordance with section 90-315 A.	P	P	P	P	P	P	P	P
13.	Travel trailer park	C	X	X	X	X	X	X	X
C. Commercial Uses									
1.	Boarding House	X	X	X	X	X	X	X	X
2.	Convalescent hospital	C	X	X	X	X	X	X	X
3.	Environmental cleanup and treatment systems (subject to a temporary use permit see section 90-73)	P	P	P	P	P	P	P	P
4.	Home for the aged	C	C	X	X	X	X	X	X
5.	Home or center for mentally, emotionally or physically handicapped persons	C	X	X	C	C	C	C	C
6.	Nursing home	C	X	X	X	X	X	X	X
7.	Recycling facility - nonpermanent (subject to a temporary use permit see section 90-73)	P	X	X	P	P	P	P	P
D. Recreation and Open Space Uses									
1.	Cemetery, crematorium, columbariums and related facilities	C	C	X	C	C	C	C	C
2.	Equestrian activities including, but not limited to riding academies, stables and thoroughbred farms	C	X	X	X	X	X	X	X
3.	Game court - lighted (with ten-foot high court fencing)	C	C	C	C	C	C	C	C
4.	Golf course, country club and/or driving range	C	C	C	C	C	C	C	C
5.	Lodge hall for civic, social or fraternal organizations	C	C	C	X	X	X	X	X
6.	Recreation center, park,	P	P	P	P	P	P	P	P

SINGLE-FAMILY RESIDENTIAL LAND USE MATRIX

X= Not Permitted Use P=Permitted Use C=Conditionally Permitted Use (CUP) A=Administrative Use (AUP)
 SGHP = Small Group Home Permit (SGHP)

ZONE		R-A	R-1-D	R-1-H	R-1-6	R-1-7.2	R-1-10	R-1-20	R-1-40
	playground, unlighted game court (with ten-foot high court fencing) racquetball center, swim club								
7.	Skating rink, outdoor	C	X	X	X	X	X	X	X
E. Miscellaneous Uses									
1.	Church, temple, synagogue or other religious facility including, but not limited to parish house, convent, parsonage, monastery, religious school	C	C	C	C	C	C	C	C
2.	Flood control facilities including, but not limited to detention and retention basins, flood control channels	P	P	P	P	P	P	P	P
3.	Museum	C	X	C	C	X	X	X	X
4.	School or college including, but not limited to art, business, cosmetology, craft, dance, music, professional, technical and trade	C	C	C	C	X	X	X	X
5.	Public facilities and utilities including but not limited to electrical substations, transmission substations, city facilities, libraries and public offices	C	C	C	C	C	X	X	X
F. Accessory Uses									
1.	Accessory structures and uses located on the same site as a permitted use	P	P	P	P	P	P	P	P
2.	Accessory structures and uses located on the same site as a conditional use	C	C	C	C	C	C	C	C
3.	Minor wireless telecommunication facilities in accordance with Article XLVI	C	C	C	C	C	C	C	C
4.	Satellite dish antennas identified as exempt from Article XLVI – Wireless Telecommunication Facilities per Section 90-1614	P	P	P	P	P	P	P	P

Notes:

* The keeping of pigs, pigmy goats, miniature horses, and other similar Small animals shall be limited to two per acre in areas that are determined to be of biological sensitivity.

EXHIBIT C

Section 90-382. Permitted uses.

In the R-2 and R-3 zones, permitted and conditionally permitted uses shall be as listed within the "Land Use Matrix." Whenever a business license is required pursuant to chapter 18.

MULTIPLE-FAMILY RESIDENTIAL LAND USE MATRIX			
<i>SGHP = Small Group Home Permit (SGHP)</i>			
<i>X=Not Permitted Use P=Permitted Use C=Conditionally Permitted Use (CUP) A=Administrative Use (AUP)</i>			
ZONE		R-2	R-3
A.	Agricultural Uses		
1.	Poultry (except turkeys, geese and guinea fowl) chinchillas, hamsters, rabbits and other Small animals (See section 90-188 for additional requirements).	P	P
B.	Residential Uses		
1.	Apartment, condominium or similar residential unit (see section 90-985(n) for additional requirements).	C	C
2.	Bed and breakfast	C	C
3.	Day care facility		
	a. >six but less than 12 clients	P	P
	b. >12 clients	C	C
4.	Duplexes and/or two single-family homes on the same lot	C	C
5.	Group Homes and Small licensed residential care facilities (see Section 90-271 et seq.)		
	a. Small licensed residential care facility	P	P
	b. Large Group Home (10 or fewer occupants)	A	A
	c. Large Group Home (11 or more occupants)	C	C
	d. Small Group Home	SGHP	SGHP
6.	Home occupations subject to the requirements of section 90-72	P	P
7.	Household pets including, but not limited to dogs, pot belly pigs, and cats (see section 90-77)	P	P
8.	Mobile home park	C	C
9.	Single-family residential dwelling unit including manufactured housing, prefabricated housing, and mobile homes built after 1986 when installed on permanent foundations when in accordance with section 90-315 A.	P	P
10.	Rented room (a maximum of one room) within an existing single-family dwelling	P	P

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MULTIPLE-FAMILY RESIDENTIAL LAND USE MATRIX

SGHP = Small Group Home Permit (SGHP)

X=Not Permitted Use P=Permitted Use C=Conditionally Permitted Use (CUP) A=Administrative Use (AUP)

ZONE		R-2	R-3
11.	Travel trailer park	C	C
12.	Accessory dwelling unit (including "granny flat" and "second unit") in accordance with Sub-Section 90-385(g)	P	P
C. Commercial Uses			
1.	Boarding House	C	C
2.	Convalescent hospital	C	C
3.	Environmental cleanup and treatment systems (subject to a temporary use permit see section 90-73)	P	P
4.	Home for the aged	C	C
5.	Home or center for mentally, emotionally or physically handicapped persons	C	C
6.	Hotel or motel	X	C
7.	Parking lot	X	C
8.	Nursing home	C	C
9.	Rest home	C	C
10.	Recycling facility – nonpermanent (subject to a temporary use permit see section 90-73)	P	P
11.	Sanitarium	C	C
12.	Plant nurseries, wholesale and/or retail (signing and parking shall comply with articles XXVI and XL. Growing shall be incidental to the retail/wholesale use. Container growing may be permitted but shall not exceed 49 percent of the area devoted to plant display. No field growing is allowed.)	C	C
D. Recreation and Open Space Uses			
1.	Cemetery, crematorium, columbariums and related facilities	C	C
2.	Game court – lighted (with ten-foot high court fencing)	C	C
3.	Golf course, country club and/or driving range	C	C
4.	Lodge hall for civic, social or fraternal organizations	C	C
5.	Recreation center, park, playground, unlighted game court (with ten-foot high court fencing) racquetball center, swim club	P	P
6.	Skating rink, outdoors	C	C

MULTIPLE-FAMILY RESIDENTIAL LAND USE MATRIX

SGHP = Small Group Home Permit (SGHP)

X=Not Permitted Use P=Permitted Use C=Conditionally Permitted Use (CUP) A=Administrative Use (AUP)

ZONE		R-2	R-3
E.	Miscellaneous Uses		
1.	Church, temple synagogue, or other religious facility including, but not limited to parish house, convent, parsonage, monastery, religious school	C	C
2.	Flood control facilities including, but not limited to detention and retention basins, flood control channels	P	P
3.	Museum	C	C
4.	School or college including, but not limited to art, business, cosmetology, craft, dance, music, professional, technical and trade	C	C
5.	Public facilities and utilities including but not limited to electrical substations, transmission substations, city facilities, libraries and public offices	C	C
F.	Accessory Uses		
1.	Accessory structures and uses located on the same site as a permitted use	P	P
2.	Accessory structures and uses located on the same site as a conditional use	C	C
3.	Antennas for microwave, cellular phones, and the like	C	C
4.	Satellite dish antennas		
	a. <39 inches in diameter when ground or roof mounted meeting the requirements of section 90-184 A.	P	P
	b. >39 inches but less than eight feet in diameter when ground or roof mounted meeting the requirements of section 90-184 A.	P	P

EXHIBIT D

Sec. 90-892. Permitted Uses.

In the R-P, O-P, C-1, C-2, C-M and D zones, permitted and conditionally permitted uses shall be as listed within the "Land Use Matrix." Whenever a business is conducted, a city business license is required pursuant to chapter 18.

COMMERCIAL LAND USE MATRIX						
<i>P=Permitted Use A=Administrative Use (AUP) C=Conditionally Permitted Use (CUP)</i>						
ZONE		R-P	O-P	C-1	C-2	C-M
A.	Agricultural Uses					
1.	Kennel for dogs and/or cats, (in accordance with special regulations listed in section 90-78)					
	a. As an accessory use (indoor)	X	X	P	P	P
	b. As an accessory use (outdoor)	X	X	A	A	A
	c. As a primary use (indoor or outdoor)	X	X	C	C	C
2.						
	a. Wholesale	C	C	C	C	C
	b. Retail	P	P	P	P	P
	c. Retail - Indoor only	X	X	X	X	X
B.	Residential Uses					
1.	Bed and breakfast	A	A	A	A	X
2.	Day care facility serving more than six clients	P	P	P	P	P
3.	Group Homes and Small licensed residential care facilities (see Section 90-271 et seq.)					
	a. Small licensed residential care facility	P	X	X	X	X
	b. Large Group Home (10 or fewer residents)	C	C	X	X	X
	d. Large Group Home (11 or more residents)	C	C	X	X	X
	c. Small Group Home	A	C	X	X	X
4.	Home occupation in an existing single-family home subject to the requirements of section 90-72	P	P	P	P	P
5.	Household pets in an existing single-family home including, but not limited to dogs, pot belly pigs, and cats when on the site of an existing residential unit subject to the requirements of section 90-77	P	P	P	P	P
6.	Mixed use, an integrated mix of residential and non-residential uses on a	X	X	C	C	X

COMMERCIAL LAND USE MATRIX

P=Permitted Use A=Administrative Use (AUP) C=Conditionally Permitted Use (CUP)

ZONE		R-P	O-P	C-1	C-2	C-M
	single site.					
7.	Mobile home park, recreational vehicle park, or travel trailer park	X	X	X	X	C
8.	Multiple-family residence subject to the requirements of the R-3 zone development standards	C	X	X	X	X
9.	Rented room, a maximum of one room, within an existing single-family dwelling	P	P	P	P	P
10.	Single-family residence (existing only) including manufactured housing, prefabricated housing, and mobile homes built after 1986 when installed on permanent foundations and subject to the requirements of section 90-315(a)	P	P	P	P	P
C.	Commercial Uses					
1.	Adult business as defined in section 90-18 and subject to the requirements of section 90-4-1	X	X	C	C	C
2.	Arcade, video or internet	X	X	A	A	A
3.	Automotive, motorcycle, and marine vehicle services including but not limited to parts and equipment sales (including tires) with or without installation, engine and transmission maintenance and repair, smog certification, and window tinting installation	X	X	X	C	C
4.	Automotive, motorcycle, and marine vehicle body and/or paint shop	X	X	X	C	C
5.	Automotive, motorcycle, and marine vehicle sales					
	a. Without outdoor display	X	X	X	A	A
	b. With outdoor display	X	X	X	C	C
6.	Automotive, motorcycle, and marine vehicle rental					
	a. Without outdoor display	X	X	X	A	A
	b. With outdoor display	X	X	X	C	C
7.	Automotive, motorcycle, and marine vehicle wash facility					
	a. Self service	X	X	X	A	A
	b. Full service	X	X	X	C	C
8.	Bakery, with or without on-site sales	X	X	P	P	P
9.	Bank, savings and loan, credit unions	P	P	P	P	P
10.	Bar, nightclub, and dance hall					
	a. With on-site sale of alcoholic beverage	X	X	X	A	A

COMMERCIAL LAND USE MATRIX						
P=Permitted Use A=Administrative Use (AUP) C=Conditionally Permitted Use (CUP)						
ZONE		R-P	O-P	C-1	C-2	C-M
	b. With on-site live entertainment or dancing	X	X	X	C	C
11.	Barber and/or beauty shop	P	P	P	P	P
12.	Big box retailer, >80,000sf of gross floor area including outdoor display area	X	X	X	C	C
13.	Boarding House	C	C	X	X	X
14.	Cemetery and/or mortuary					
	a. Cemetery without mortuary or crematorium	C	C	C	C	C
	b. Cemetery with mortuary	C	C	C	C	C
	c. Cemetery with crematorium	X	X	X	C	C
	d. Mortuary without cemetery	X	X	X	C	C
	e. Crematorium without cemetery	X	X	X	C	C
15.	Communication services without assembly or manufacturing	X	X	C	C	C
16.	Drive-through or drive-in facility including, but not limited to dry cleaners, fast food restaurants, and pharmacies	X	X	C	C	C
17.	Department store	X	X	P	P	P
18.	Equipment rental including but not limited to moving and construction vehicles and equipment	X	X	X	C	C
19.	Flower or produce stand					
	a. Permanent	X	X	A	A	A
	b. Non-permanent as a temporary use subject to section 90-73	X	X	P	P	P
20.	Fortune telling	X	X	C	C	C
21.	Gasoline station including self service or full service facilities					
	a. As a primary use (offered for sale) on the site subject to the regulations listed in section 90-897(b). All vehicle fuel storage tanks shall be underground. Aboveground propane, natural, and other similar fuel gas tanks may be permitted when setback at least 50-feet from the public right-of-way, installed in accordance with the Uniform Fire Code, applicable state and federal laws, and screened in accordance with subsection 90-895(10)	X	X	C	C	C
	b. Gasoline pumps as an accessory use and where fuel is not offered for sale	X	X	A	A	A
22.	Graphics production	P	P	P	P	P
23.	Grocery stores and bulk food outlets,	X	A	A	A	A
24.	Hotel or motel	C	C	C	C	C

COMMERCIAL LAND USE MATRIX						
<i>P=Permitted Use A=Administrative Use (AUP) C=Conditionally Permitted Use (CUP)</i>						
ZONE		R-P	O-P	C-1	C-2	C-M
25.	Manufactured home sales with and without on-site display of models and inventory	X	X	X	C	C
26.	Medical and/or dental laboratory	A	A	A	A	A
27.	Medical urgent care facilities					
	a. Open within the hours of 7:00am to 9:00pm	P	P	P	P	P
	b. Open outside the hours of 7:00am to 9:00pm	X	C	C	C	C
28.	Mobile use including, but not limited to car washing, book and/or video rental, blood bank, MRI					
	a. <15 days in a 90-day period (subject to a temporary use permit see section 90-73)	P	P	P	X	X
	b. >15 days in a 90-day period	C	C	C	C	C
29.	Newspaper printing	X	X	X	C	C
30.	Offices					
	a. General including, but not limited to accounting, appraising, architects, consulting, research, insurance, legal, stockbrokerage, real estate	P	P	P	P	P
	b. Medical, dental, and optometry	P	P	P	P	P
	c. Counseling	X	P	P	P	P
31.	Parking lot - commercial	A	A	A	A	A
32.	Photographic studio					
	a. Excluding film processing, supplies, and retail sales.	P	P	P	P	P
	b. With film processing, supplies, and retail sales.	X	X	P	P	P
33.	Radio station, AM and/or FM (without antennae)	X	X	X	C	C
34.	Recording studio	X	C	X	C	C
35.	Recycling facility					
	a. Non-permanent collection center as a temporary use subject to the requirements of section 90-73	P	P	P	P	P
	b. Permanent collection center	C	C	C	C	C
	c. Processing center	X	X	X	X	C
36.	Restaurant (not including bars and nightclubs)					
	a. Without b, c, d, or e	X	P	P	P	P
	b. With on-site sale of alcoholic beverages	X	C	P	P	P

COMMERCIAL LAND USE MATRIX

P=Permitted Use A=Administrative Use (AUP) C=Conditionally Permitted Use (CUP)

ZONE		R- P	O- P	C- 1	C- 2	C- M
	c. With dancing and/or live entertainment	X	C	C	C	C
	d. With drive-through or drive-in	X	X	C	C	C
	e. With micro-brewery or winery and limited distribution	X	X	C	C	C
37.	Retail service shop including but not limited to appliance repair and sales, stereo/TV/video repair and sales, catering, health spa, martial arts or dance studios, laundromat, dry cleaners, locksmith, mail receiving service, swimming pool/spa service and supplies, pet grooming, photographic processing, printing, lithography, engraving, copy, plumbing, electrical, heating/air conditioning, shoe repair, tailor, costume rental, dry cleaning without an on-site plant.					
	a. Open within the hours of 7:00am to 9:00pm	X	X	P	P	P
	b. Open outside the hours of 7:00am to 9:00pm	X	X	A	A	A
38.	Retail sales shop including but not limited to books, stationery, arts and crafts (with light assembly), hobby, coins and/or stamps, candy, window coverings, gifts, hardware, home furnishings, florist, meat, delicatessen, medical supply, pharmacy, music (with or without instruction), furniture, jewelry, dry good or notions, shoes, pets, liquor, paint, fire arms, sporting goods, glass, clothing, ice cream, and antiques.					
	a. Open within the hours of 7:00am to 9:00pm	X	X	P	P	P
	b. Open outside the hours of 7:00am to 9:00pm	X	X	A	A	A
39.	Shelter for the homeless and short-term transitional housing	X	X	X	X	C
40.	Shopping and business center					
	a. Retail uses	X	X	C	C	C
	b. Retail and non-retail uses	X	X	C	C	C
	c. Non-retail	A	A	A	A	A
41.	Smoke, cigarette, cigar, or tobacco store or hookah lounge	X	X	C	C	X
42.	Tattoo and/or piercing service	X	X	X	X	C
43.	Taxi or fleet dispatch and maintenance facility	X	X	X	X	C
44.	Theater, motion picture and/or live					
	a. Indoor	X	X	A	A	A
	b. Outdoor	X	X	C	C	C
45.	Towing and impound service subject to the requirements of section 90-895 (g).	X	X	X	X	C
46.	Transportation service including, but not limited to dial-a-ride, depot, train	X	X	C	C	C

COMMERCIAL LAND USE MATRIX

P=Permitted Use A=Administrative Use (AUP) C=Conditionally Permitted Use (CUP)

ZONE		R-P	O-P	C-1	C-2	C-M
	station, bus station (no truck terminals)					
47.	Thrift store	X	X	A	A	X
D.	Manufacturing and Assembly					
1.	Above-ground vehicle fuel storage tank used for an on-going manufacturing business. Sale of fuel to the public is prohibited. Tanks shall be considered structures, they shall comply with setback requirements of the zone and shall be setback a minimum 100-feet from a Hemet Circulation Element Map road, and shall be screened from view from public streets. Requirements of the Uniform Fire Code and applicable state and federal laws shall be met.	X	X	X	X	C
2.	Above-ground bulk vehicle fuel storage tank used for storage, distribution, and wholesale to businesses. Sale of fuel to the general public is prohibited. Tanks shall be considered structures, they shall comply with setback requirements of the zone and shall be setback a minimum 100-feet from a Hemet Circulation Element Map road, and shall be screened from view from public streets. Requirements of Section 90-895(10) of the Hemet Municipal Code, the Uniform Fire Code and applicable state and federal laws shall be met.	X	X	X	X	C
3.	Assembly of Small electrical appliances or equipment including, but not limited to radios, phonographs, TVs, cameras, lighting fixtures, picture frames, fans, toasters, toys, electric motor repair, fiberglass blankets.	X	X	X	X	P
4.	Cabinet manufacturing and assembly	X	X	X	X	P
5.	Ceramic products manufacturing using only previously pulverized clay and kilns fired only by electricity or low pressure gas.	X	X	X	X	P
6.	Cleaning, wholesale laundry and dyeing plant	X	X	X	X	A
7.	Distribution facilities including, but not limited to bottled water, food products, prepackaged goods, machine parts, machinery	X	X	X	C	C
8.	Food lockers, frozen	X	X	X	X	P
9.	Furniture manufacturing	X	X	X	C	P
10.	Furniture upholstery	X	X	X	P	P
11.	Machine shop	X	X	X	X	C
12.	Motion picture studios	X	X	X	C	C
13.	Ornamental iron works	X	X	X	C	P
14.	Transportation maintenance, storage and service yards, excluding truck terminals but including bus charter service subject to the requirements of section 90-895	X	X	X	C	C
15.	Warehousing and storage, indoor and outdoor in compliance with section 90-895 (storage of fuel or flammable liquids is prohibited)					

COMMERCIAL LAND USE MATRIX

P=Permitted Use A=Administrative Use (AUP) C=Conditionally Permitted Use (CUP)

ZONE		R-P	O-P	C-1	C-2	C-M
	a. General storage	X	X	X	X	C
	b. Lumber and building materials and equipment storage (not associated with a retail store)	X	X	X	C	C
	c. Mini-storage including recreational and marine vehicles	X	X	X	X	C
E.	Recreation and Open Space Uses					
	1. Billiard parlor and/or pool hall	X	X	X	C	C
	2. Bowling alley	X	X	C	C	C
	3. Game court - lighted (with ten-foot high court fencing)	C	C	C	C	C
	4. Golf course, country club and/or driving range	C	C	X	X	X
	5. Lodge hall for civic, social, or fraternal organizations	C	C	C	C	C
	6. Recreation center, slot car racing, miniature golf, batting cages, game court (with ten-foot high court fencing), health club, racquetball, swim facility, and water park - commercial	X	C	C	C	C
	7. Skating center	X	X	C	C	C
	8. Shooting range, indoor only	X	X	X	C	C
F.	Miscellaneous Uses					
1.	Church, temple, synagogue or other religious facility including, but not limited to parish house, convent, parsonage, monastery, religious school	C	C	C	C	X
2.	Conversion of a structure from a residential use to a non-residential use in compliance with Article IX					
	a. For use by a permitted use	A	A	A	A	A
	b. For use by a conditionally permitted use	C	C	C	C	C
3.	Library	A	P	P	P	P
4.	Meal and grocery charitable service					
	a. On-site distribution	X	X	X	C	C
	b. Off-site distribution	X	X	X	P	P
5.	Museum	A	P	P	P	P
6.	Public facilities and utilities including but not limited to electrical substations, transmission substation, city facilities and public offices	A	P	P	P	P
7.	School or college including, but not limited to art, business, cosmetology, craft, dance, music, professional, technical and trade	X	P	P	P	P
8.	Storm water facilities					

COMMERCIAL LAND USE MATRIX

P=Permitted Use A=Administrative Use (AUP) C=Conditionally Permitted Use (CUP)

ZONE		R-P	O-P	C-1	C-2	C-M
	a. Flood control channels	P	P	P	P	P
	b. Detention and retention basins	P	P	P	P	P
9.	Swap meet and farmer's market					
	a. Permanent	X	X	X	X	C
	b. Non-permanent as a temporary use subject to section 90-73	X	X	X	P	P
G.	Accessory Uses					
1.	Accessory structures and uses located on the same site as a permitted use	P	P	P	P	P
2.	Accessory structures and uses located on the same site as a conditional use	C	C	C	C	C
3.	Satellite dish antennas					
	a. <39 inches in diameter when ground or roof mounted subject to the requirements of Article XLVI and section 90-894 A.	P	P	P	P	P
	b. >39 inches when ground or roof mounted subject to the requirements of Article XLVI and section 90-894 A.	P	P	P	P	P
4.	Outdoor activities within a clearly defined area accessory to a primary use					
	a. Display of merchandise	A	A	A	A	A
	b. Outdoor seating	A	A	A	A	A



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: June 12, 2012

RE: Award of Bid for the Sanitary Sewer Replacement at St. John's Place
 City Project 5575

RECOMMENDED ACTION:

That the City Council award the contract to the lowest, responsive bidder, T.B.U., Inc. for the Sewer Replacement at St. John's Place , CIP 5575 in the amount of \$228,422.50 and reject all other bids;

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

Establish budget in the amount of \$228,422.50 in Fund No. 254-5575-5500 for the cost of construction and \$30,000 in Fund No. 254-5575-2710 for geotechnical testing and surveying. The total cost of the project is estimated to be \$258,422.50.

BACKGROUND:

The existing sanitary sewer in St. John's is deteriorating and has failed a number of times and is in need of replacement. In addition, the sewer line will be extending approximately 400 ft into a private easement supply service to the Masonic Lodge and the hospital annex buildings. A parallel water line is to be installed along the private easement to upgrade the existing 2 inch waterline to a new 6 inch waterline and add a fire hydrant at the end of the line.

PROJECT DESCRIPTION:

The project will install 1,200 LF of 8 inch pvc sanitary sewer in St. John's Place and into the private easement and re-attach the existing laterals, 6 new manholes will be constructed at the sewer main for the end connection and 300 LF of 6 inch waterline will be installed supplying the Masonic Lodge and the hospital annex buildings, as shown on the attached Exhibit "A".

ANALYSIS:

On May 17, 2012 the Purchasing offices received 10, responsive, sealed bids, with the three lowest shown below; (See attached Exhibit B Bid Results).

T.B.U., Inc. of Beaumont, CA	\$ 228,422.50
Taylor Underground of San Jacinto, CA	\$ 279,804.45
Transtar Pipeline of Pomona, CA	\$ 298,850.00

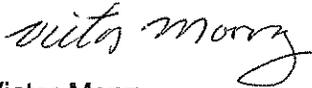
COORDINATION & REVIEW:

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.

FISCAL IMPACT:

No General Fund Impact. The construction of the project, inspection, geotechnical engineering and surveying will be paid for by the Sewer Fund, for a total estimated cost of \$258,422.50.

Respectfully submitted,



Victor Monz
Principal Engineer

Fiscal Review,



Rita Conrad
Finance Director

Attachment(s): Exhibit "A" Plan View
Exhibit "B" Bid Results

City of Hemet Public Works Department

EXHIBIT "B"

510 E. Florida Avenue, Hemet, CA 92543

Bid Opening Date: May 17, 2012

Project Name: St.John Sewer & Water Replacement Project - CIP #5575

Time: 2:00 P.M. Sheet 1 of 3

<u>Item No. & Description</u>	<u>Unit</u>	<u>Quantity</u>	<u>TBU, Inc.</u>		<u>Taylor Underground, Inc.</u>		<u>Romo Pipeline, Inc.</u>		<u>Transtar Pipeline, Inc.</u>	
			<u>Unit Bid</u>	<u>Total Bid</u>	<u>Unit Bid</u>	<u>Total Bid</u>	<u>Unit Bid</u>	<u>Total Bid</u>	<u>Unit Bid</u>	<u>Total Bid</u>
1. Mobilization	L.S.	1	\$ 8,500.00	\$ 8,500.00	\$ 13,489.45	\$ 13,489.45	\$ 13,500.00	\$ 13,500.00	\$ 10,000.00	\$ 10,000.00
2. R/D sewer manhole	EA.	4	\$ 750.00	\$ 3,000.00	\$ 3,500.00	\$ 14,000.00	\$ 875.00	\$ 3,500.00	\$ 1,000.00	\$ 4,000.00
3. Construct sewer manhole	EA.	5	\$ 2,850.00	\$ 14,250.00	\$ 5,000.00	\$ 25,000.00	\$ 2,900.00	\$ 14,500.00	\$ 4,000.00	\$ 20,000.00
4. R/D sewer pipe	L.F.	1,200	\$ 3.50	\$ 4,200.00	\$ 25.00	\$ 30,000.00	\$ 10.00	\$ 12,000.00	\$ 10.00	\$ 12,000.00
5. F/I 8" PVC SDR35	L.F.	300	\$ 5.00	\$ 1,500.00	\$ 38.00	\$ 11,400.00	\$ 51.50	\$ 15,450.00	\$ 50.00	\$ 15,000.00
6. Install City's SDR35	L.F.	900	\$ 17.00	\$ 15,300.00	\$ 35.00	\$ 31,500.00	\$ 51.50	\$ 46,350.00	\$ 45.00	\$ 40,500.00
7. R/R/R sewer laterals	EA.	6	\$ 1,200.00	\$ 7,200.00	\$ 1,000.00	\$ 6,000.00	\$ 1,750.00	\$ 10,500.00	\$ 250.00	\$ 1,500.00
8. Trench backfill/repave	S.F.	5,500	\$ 7.00	\$ 38,500.00	\$ 6.50	\$ 35,750.00	\$ 5.60	\$ 30,800.00	\$ 8.00	\$ 44,000.00
9. R/D driveway	S.F.	300	\$ 4.50	\$ 1,350.00	\$ 1.75	\$ 525.00	\$ 4.00	\$ 1,200.00	\$ 2.00	\$ 600.00
10. Construct driveway	S.F.	300	\$ 13.50	\$ 4,050.00	\$ 10.00	\$ 3,000.00	\$ 10.70	\$ 3,210.00	\$ 15.00	\$ 4,500.00
11. R/R storage container	EA.	1	\$ 250.00	\$ 250.00	\$ 500.00	\$ 500.00	\$ 350.00	\$ 350.00	\$ 1,000.00	\$ 1,000.00
12. R/D tree	EA.	1	\$ 800.00	\$ 800.00	\$ 250.00	\$ 250.00	\$ 150.00	\$ 150.00	\$ 750.00	\$ 750.00
13. R/R block wall	L.F.	30	\$ 95.00	\$ 2,850.00	\$ 50.00	\$ 1,500.00	\$ 104.00	\$ 3,120.00	\$ 25.00	\$ 750.00
14. R/R c.l. fence	L.F.	30	\$ 40.00	\$ 1,200.00	\$ 17.00	\$ 510.00	\$ 70.00	\$ 2,100.00	\$ 15.00	\$ 450.00
15. R/R sidewalk	S.F.	425	\$ 11.50	\$ 4,887.50	\$ 6.00	\$ 2,550.00	\$ 10.00	\$ 4,250.00	\$ 9.00	\$ 3,825.00
16. R/C 2" water valve	EA.	1	\$ 200.00	\$ 200.00	\$ 1,500.00	\$ 1,500.00	\$ 1,000.00	\$ 1,000.00	\$ 1,000.00	\$ 1,000.00
17. F/I 6"x6" tee	EA.	1	\$ 200.00	\$ 200.00	\$ 3,500.00	\$ 3,500.00	\$ 2,900.00	\$ 2,900.00	\$ 750.00	\$ 750.00
18. F/I 6" water valve	EA.	1	\$ 850.00	\$ 850.00	\$ 1,200.00	\$ 1,200.00	\$ 1,300.00	\$ 1,300.00	\$ 1,250.00	\$ 1,250.00
19. F/I 6" water line	L.F.	500	\$ 20.00	\$ 10,000.00	\$ 44.00	\$ 22,000.00	\$ 54.00	\$ 27,000.00	\$ 60.00	\$ 30,000.00
20. F/I water flusher ass'y	EA.	1	\$ 1,500.00	\$ 1,500.00	\$ 3,500.00	\$ 3,500.00	\$ 3,200.00	\$ 3,200.00	\$ 750.00	\$ 750.00
21. Thrust block	EA.	2	\$ 50.00	\$ 100.00	\$ 300.00	\$ 600.00	\$ 450.00	\$ 900.00	\$ 250.00	\$ 500.00
22. Sawcut a.c. pavement	L.F.	2,600	\$ 1.85	\$ 4,810.00	\$ 0.80	\$ 2,080.00	\$ 0.45	\$ 1,170.00	\$ 1.00	\$ 2,600.00
23. R/D a.c. pavement	S.F.	5,500	\$ 2.75	\$ 15,125.00	\$ 2.50	\$ 13,750.00	\$ 1.50	\$ 8,250.00	\$ 2.25	\$ 12,375.00
24. F/I 2" a.c. overlay	TONS	200	\$ 160.00	\$ 32,000.00	\$ 90.00	\$ 18,000.00	\$ 145.00	\$ 29,000.00	\$ 130.00	\$ 26,000.00
25. F/I 8" c.a.b. material	TONS	500	\$ 25.00	\$ 12,500.00	\$ 20.00	\$ 10,000.00	\$ 40.00	\$ 20,000.00	\$ 55.00	\$ 27,500.00
26. Construct speedbump	EA.	3	\$ 1,500.00	\$ 4,500.00	\$ 500.00	\$ 1,500.00	\$ 1,100.00	\$ 3,300.00	\$ 500.00	\$ 1,500.00
27. R/R wheel stop	EA.	5	\$ 100.00	\$ 500.00	\$ 100.00	\$ 500.00	\$ 500.00	\$ 2,500.00	\$ 150.00	\$ 750.00
28. Parking striping	L.S.	1	\$ 800.00	\$ 800.00	\$ 1,000.00	\$ 1,000.00	\$ 1,300.00	\$ 1,300.00	\$ 1,000.00	\$ 1,000.00
29. Reconnect water service	EA.	1	\$ 800.00	\$ 800.00	\$ 1,200.00	\$ 1,200.00	\$ 2,900.00	\$ 2,900.00	\$ 1,000.00	\$ 1,000.00
30. F/I 2" a.c. base	TONS	200	\$ 160.00	\$ 32,000.00	\$ 90.00	\$ 18,000.00	\$ 120.00	\$ 24,000.00	\$ 130.00	\$ 26,000.00
31. Traffic Control Plan	L.S.	1	\$ 1,200.00	\$ 1,200.00	\$ 3,000.00	\$ 3,000.00	\$ 2,700.00	\$ 2,700.00	\$ 5,000.00	\$ 5,000.00
32. S.W.P.P.P.	L.S.	1	\$ 3,500.00	\$ 3,500.00	\$ 2,500.00	\$ 2,500.00	\$ 3,400.00	\$ 3,400.00	\$ 2,000.00	\$ 2,000.00
TOTAL BID AMOUNT				\$ 228,422.50		\$ 279,804.45		\$ 295,800.00		\$ 298,850.00

Item No. & Description	Unit	Quantity	Genesis Const.		Atlas Undergrnd, Inc.		MCC Eqpmt Rental, Inc.		AToM Eng. Const., Inc.	
			Unit Bid	Total Bid	Unit Bid	Total Bid	Unit Bid	Total Bid	Unit Bid	Total Bid
1. Mobilization	L.S.	1	\$ 30,000.00	\$ 30,000.00	\$ 20,148.00	\$ 20,148.00	\$ 10,454.91	\$ 10,454.91	\$ 6,500.00	\$ 6,500.00
2. R/D sewer manhole	EA.	4	\$ 2,000.00	\$ 8,000.00	\$ 1,456.00	\$ 5,824.00	\$ 883.35	\$ 3,533.40	\$ 1,700.00	\$ 6,800.00
3. Construct sewer manhole	EA.	5	\$ 4,750.00	\$ 23,750.00	\$ 4,142.00	\$ 20,710.00	\$ 4,123.47	\$ 20,617.35	\$ 4,100.00	\$ 20,500.00
4. R/D sewer pipe	L.F.	1,200	\$ 2.00	\$ 2,400.00	\$ 6.00	\$ 7,200.00	\$ 2.58	\$ 3,096.00	\$ 32.00	\$ 38,400.00
5. F/I 8" PVC SDR35	L.F.	300	\$ 109.00	\$ 32,700.00	\$ 103.00	\$ 30,900.00	\$ 73.43	\$ 22,029.00	\$ 40.00	\$ 12,000.00
6. Install City's SDR35	L.F.	900	\$ 105.00	\$ 94,500.00	\$ 98.00	\$ 88,200.00	\$ 78.25	\$ 70,425.00	\$ 30.00	\$ 27,000.00
7. R/R/R sewer laterals	EA.	6	\$ 850.00	\$ 5,100.00	\$ 816.00	\$ 4,896.00	\$ 2,594.66	\$ 15,567.96	\$ 2,200.00	\$ 13,200.00
8. Trench backfill/repave	S.F.	5,500	\$ 0.01	\$ 55.00	\$ 4.00	\$ 22,000.00	\$ 7.40	\$ 40,700.00	\$ 5.50	\$ 30,250.00
9. R/D driveway	S.F.	300	\$ 4.00	\$ 1,200.00	\$ 6.00	\$ 1,800.00	\$ 6.41	\$ 1,923.00	\$ 5.60	\$ 1,680.00
10. Construct driveway	S.F.	300	\$ 10.00	\$ 3,000.00	\$ 18.00	\$ 5,400.00	\$ 16.84	\$ 5,052.00	\$ 9.50	\$ 2,850.00
11. R/R storage container	EA.	1	\$ 500.00	\$ 500.00	\$ 558.00	\$ 558.00	\$ 693.68	\$ 693.68	\$ 580.00	\$ 580.00
12. R/D tree	EA.	1	\$ 100.00	\$ 100.00	\$ 577.00	\$ 577.00	\$ 1,923.90	\$ 1,923.90	\$ 930.00	\$ 930.00
13. R/R block wall	L.F.	30	\$ 1.00	\$ 30.00	\$ 38.00	\$ 1,140.00	\$ 204.95	\$ 6,148.50	\$ 240.00	\$ 7,200.00
14. R/R c.l. fence	L.F.	30	\$ 1.00	\$ 30.00	\$ 35.00	\$ 1,050.00	\$ 84.46	\$ 2,533.80	\$ 55.00	\$ 1,650.00
15. R/R sidewalk	S.F.	425	\$ 5.00	\$ 2,125.00	\$ 15.00	\$ 6,375.00	\$ 15.94	\$ 6,774.50	\$ 14.00	\$ 5,950.00
16. R/C 2" water valve	EA.	1	\$ 300.00	\$ 300.00	\$ 279.00	\$ 279.00	\$ 705.38	\$ 705.38	\$ 2,700.00	\$ 2,700.00
17. F/I 6"x6" tee	EA.	1	\$ 3,000.00	\$ 3,000.00	\$ 3,283.00	\$ 3,283.00	\$ 5,486.60	\$ 5,486.60	\$ 1,125.00	\$ 1,125.00
18. F/I 6" water valve	EA.	1	\$ 1,500.00	\$ 1,500.00	\$ 1,208.00	\$ 1,208.00	\$ 1,646.23	\$ 1,646.23	\$ 1,800.00	\$ 1,800.00
19. F/I 6" water line	L.F.	500	\$ 75.00	\$ 37,500.00	\$ 48.00	\$ 24,000.00	\$ 66.04	\$ 33,020.00	\$ 45.00	\$ 22,500.00
20. F/I water flusher ass'y	EA.	1	\$ 2,000.00	\$ 2,000.00	\$ 2,496.00	\$ 2,496.00	\$ 2,797.88	\$ 2,797.88	\$ 4,200.00	\$ 4,200.00
21. Thrust block	EA.	2	\$ 300.00	\$ 600.00	\$ 381.00	\$ 762.00	\$ 218.36	\$ 436.72	\$ 475.00	\$ 950.00
22. Sawcut a.c. pavement	L.F.	2,600	\$ 1.00	\$ 2,600.00	\$ 2.00	\$ 5,200.00	\$ 1.45	\$ 3,770.00	\$ 2.20	\$ 5,720.00
23. R/D a.c. pavement	S.F.	5,500	\$ 2.00	\$ 11,000.00	\$ 3.00	\$ 16,500.00	\$ 0.83	\$ 4,565.00	\$ 2.25	\$ 12,375.00
24. F/I 2" a.c. overlay	TONS	200	\$ 75.00	\$ 15,000.00	\$ 70.00	\$ 14,000.00	\$ 103.45	\$ 20,690.00	\$ 135.00	\$ 27,000.00
25. F/I 8" c.a.b. material	TONS	500	\$ 13.00	\$ 6,500.00	\$ 20.00	\$ 10,000.00	\$ 30.49	\$ 15,245.00	\$ 41.00	\$ 20,500.00
26. Construct speedbump	EA.	3	\$ 250.00	\$ 750.00	\$ 578.00	\$ 1,734.00	\$ 761.30	\$ 2,283.90	\$ 1,200.00	\$ 3,600.00
27. R/R wheel stop	EA.	5	\$ 20.00	\$ 100.00	\$ 291.00	\$ 1,455.00	\$ 140.78	\$ 703.90	\$ 110.00	\$ 550.00
28. Parking striping	L.S.	1	\$ 500.00	\$ 500.00	\$ 2,887.00	\$ 2,887.00	\$ 1,866.85	\$ 1,866.85	\$ 1,400.00	\$ 1,400.00
29. Reconnect water service	EA.	1	\$ 2,000.00	\$ 2,000.00	\$ 1,239.00	\$ 1,239.00	\$ 1,052.56	\$ 1,052.56	\$ 3,273.00	\$ 3,273.00
30. F/I 2" a.c. base	TONS	200	\$ 65.00	\$ 13,000.00	\$ 70.00	\$ 14,000.00	\$ 107.68	\$ 21,536.00	\$ 150.00	\$ 30,000.00
31. Traffic Control Plan	L.S.	1	\$ 15,000.00	\$ 15,000.00	\$ 2,310.00	\$ 2,310.00	\$ 2,347.50	\$ 2,347.50	\$ 15,750.00	\$ 15,750.00
32. S.W.P.P.P.	L.S.	1	\$ 937.00	\$ 937.00	\$ 4,349.00	\$ 4,349.00	\$ 2,109.93	\$ 2,109.93	\$ 5,500.00	\$ 5,500.00
TOTAL BID AMOUNT				\$ 315,777.00		\$ 322,480.00		\$ 331,736.45		\$ 334,433.00

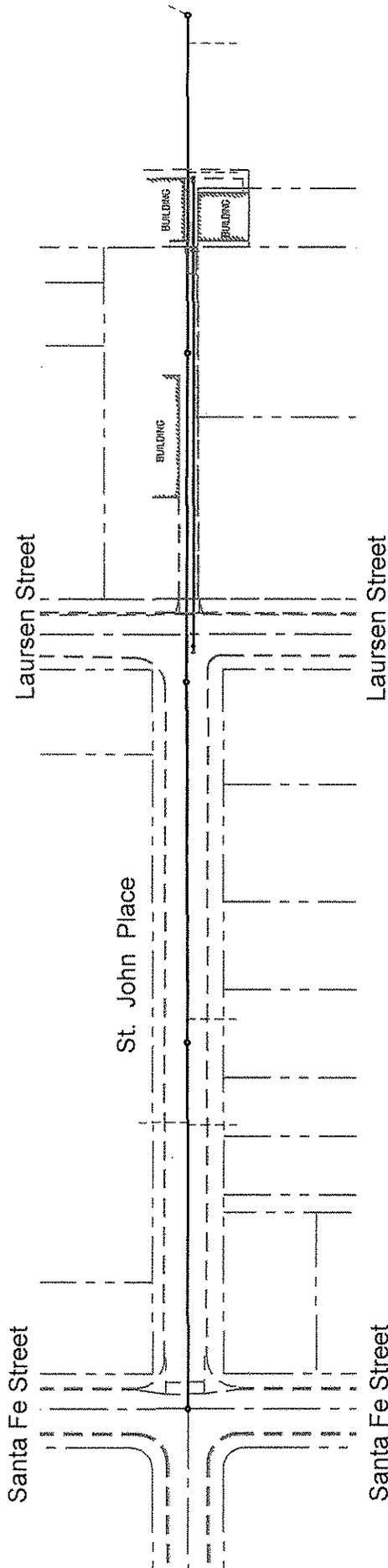
Pyramid Bldg.&Eng., Inc. Vasily Company, Inc.

<u>Item No. & Description</u>	<u>Unit</u>	<u>Quantity</u>	<u>Unit Bid</u>	<u>Total Bid</u>	<u>Unit Bid</u>	<u>Total Bid</u>
1. Mobilization	L.S.	1	\$ 15,000.00	\$ 15,000.00	\$ 25,000.00	\$ 25,000.00
2. R/D sewer manhole	EA.	4	\$ 3,000.00	\$ 12,000.00	\$ 2,000.00	\$ 8,000.00
3. Construct sewer manhole	EA.	5	\$ 2,900.00	\$ 14,500.00	\$ 3,000.00	\$ 15,000.00
4. R/D sewer pipe	L.F.	1,200	\$ 13.25	\$ 15,900.00	\$ 20.00	\$ 24,000.00
5. F/I 8" PVC SDR35	L.F.	300	\$ 37.00	\$ 11,100.00	\$ 90.00	\$ 27,000.00
6. Install City's SDR35	L.F.	900	\$ 40.00	\$ 36,000.00	\$ 85.00	\$ 76,500.00
7. R/R/R sewer laterals	EA.	6	\$ 1,400.00	\$ 8,400.00	\$ 700.00	\$ 4,200.00
8. Trench backfill/repave	S.F.	5,500	\$ 10.00	\$ 55,000.00	\$ 8.00	\$ 44,000.00
9. R/D driveway	S.F.	300	\$ 4.00	\$ 1,200.00	\$ 5.00	\$ 1,500.00
10. Construct driveway	S.F.	300	\$ 4.67	\$ 1,400.00	\$ 25.00	\$ 7,500.00
11. R/R storage container	EA.	1	\$ 500.00	\$ 500.00	\$ 4,000.00	\$ 4,000.00
12. R/D tree	EA.	1	\$ 300.00	\$ 300.00	\$ 500.00	\$ 500.00
13. R/R block wall	L.F.	30	\$ 180.00	\$ 5,400.00	\$ 100.00	\$ 3,000.00
14. R/R c.l. fence	L.F.	30	\$ 20.00	\$ 600.00	\$ 33.33	\$ 1,000.00
15. R/R sidewalk	S.F.	425	\$ 8.00	\$ 3,400.00	\$ 2.35	\$ 1,000.00
16. R/C 2" water valve	EA.	1	\$ 350.00	\$ 350.00	\$ 500.00	\$ 500.00
17. F/I 6"x6" tee	EA.	1	\$ 500.00	\$ 500.00	\$ 1,000.00	\$ 1,000.00
18. F/I 6" water valve	EA.	1	\$ 900.00	\$ 900.00	\$ 2,000.00	\$ 2,000.00
19. F/I 6" water line	L.F.	500	\$ 60.00	\$ 30,000.00	\$ 80.00	\$ 40,000.00
20. F/I water flusher ass'y	EA.	1	\$ 3,500.00	\$ 3,500.00	\$ 1,500.00	\$ 1,500.00
21. Thrust block	EA.	2	\$ 150.00	\$ 300.00	\$ 800.00	\$ 1,600.00
22. Sawcut a.c. pavement	L.F.	2,600	\$ 0.75	\$ 1,950.00	\$ 2.30	\$ 6,000.00
23. R/D a.c. pavement	S.F.	5,500	\$ 3.00	\$ 16,500.00	\$ 1.64	\$ 9,000.00
24. F/I 2" a.c. overlay	TONS	200	\$ 150.00	\$ 30,000.00	\$ 150.00	\$ 30,000.00
25. F/I 8" c.a.b. material	TONS	500	\$ 75.00	\$ 37,500.00	\$ 30.00	\$ 15,000.00
26. Construct speedbump	EA.	3	\$ 850.00	\$ 2,550.00	\$ 1,000.00	\$ 3,000.00
27. R/R wheel stop	EA.	5	\$ 200.00	\$ 1,000.00	\$ 300.00	\$ 1,500.00
28. Parking striping	L.S.	1	\$ 2,500.00	\$ 2,500.00	\$ 2,000.00	\$ 2,000.00
29. Reconnect water service	EA.	1	\$ 2,500.00	\$ 2,500.00	\$ 1,500.00	\$ 1,500.00
30. F/I 2" a.c. base	TONS	200	\$ 125.00	\$ 25,000.00	\$ 150.00	\$ 30,000.00
31. Traffic Control Plan	L.S.	1	\$ 4,250.00	\$ 4,250.00	\$ 8,000.00	\$ 8,000.00
32. S.W.P.P.P.	L.S.	1	\$ 10,000.00	\$ 10,000.00	\$ 3,000.00	\$ 3,000.00
TOTAL BID AMOUNT				\$ 350,000.00		\$ 397,800.00

Exhibit 'A'

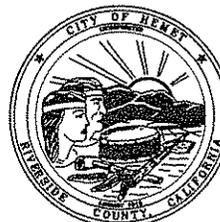
Sewer Replacement at St. John Place

C.I.P. No. 5575



ESTIMATED QUANTITIES

- REPLACE 4 SEWER MANHOLES
- REPLACE 1,200 L.F. SEWER PIPE
- REPLACE 500 L.F. WATER PIPE
- 5,500 S.F. NEW PAVEMENT

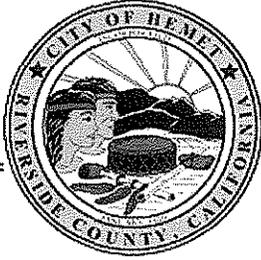


City of Hemet

PUBLIC WORKS DEPARTMENT

ENGINEERING DIVISION

510 E. FLORIDA AVENUE
HEMET, CA 92543
(951) 765-2360



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: June 12, 2012

RE: Approve and Authorize the City Manager to Execute a Consultant Service Agreement with Riverside County Department of Health Injury Prevention Services 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 Riverside County Department of Health Injury Prevention Services in the amount of \$55,000 and establish budget in Fund No. 329-5548-2710.

Authorize the City Manager to execute a consultant service agreement with Riverside County Department of Health Injury Prevention Services to perform the educational component for the Safe Routes to School Project CIP 5548.

BACKGROUND:

The City received a Safe Routes to School (SR2S) Grant through its' application in a competitive approach to Caltrans. As part of its' application the City will provide, and a part of the procedures during construction, an education component to the school children and staff about the Safe Route to School. Riverside County Department of Health Injury Prevention Services partnered with City in the competitive grant for submittal to CALTRANS and was awarded \$707,850 to perform the improvements to the intersection of Menlo Ave. and Cawston Ave. as well as provide education to the students of safe routes to school.

PROJECT DESCRIPTION:

The intersection improvements will signalize the intersection of Menlo and Cawston adding crosswalks and pedestrian signal screens. The educational component will conduct meetings with school children and staff to promote walking or riding bicycles to school alleviating traffic congestion.

ANALYSIS:

The grant was sought through the Cycle 8 Round of Safe Routes to School grant program and will benefit the City by signalizing the intersection and providing education programs to the school children.

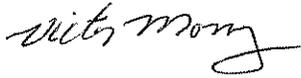
COORDINATION & REVIEW: (OR PUBLIC OUTREACH AND REVIEW)

The educational component will outreach to the school, PTA and teaching staff to promote more walkers and bicyclers to travel to school, therefore alleviating congestion from the many vehicle that drop off children to school.

FISCAL IMPACT:

No General fund impact. The financing of the project will be from the Safe Routes to School grant, receivable on a monthly basis, with a 10% match by the City which will be paid out of the Streets and Bridges fund. The total project is estimated to be \$ 707,850 with the match being \$70,785.

Respectfully submitted,



Victor Monz
Principal Engineer

Fiscal Review:



Rita Conrad
Finance Director

Attachment(s): Consultant Service Agreements (signed by County Officials)

County of Riverside – Department of Public Health
Internal Support Services
Procurement & Contracts Division



Susan Harrington
Acting, CHA Director

John Tavaglione, Chairman
Board of Supervisors

May 17, 2012

City of Hemet
510 E. Florida Avenue
Hemet, CA 92543

Attention: Victor Monz,
Principal Engineer

**Re: Agreement with the County of Riverside, Department of Public Health,
Department of Injury Prevention - Contract File #12-003**

VICTOR
Dear Chief Keeling:

Enclosed, herewith are four (4) originals of the above named Agreement. If satisfactory, please sign **USING BLUE INK**, and return two (2) originals as marked and one (1) original un-marked to;

Yolie Smith
County of Riverside, Department of Public Health
Internal Support Services Contracts Administration
4065 County Circle Drive, Room 305
Riverside, CA 92503

You may retain one original for your files. If you have any questions, call me at (951) 358-6562 for assistance.

Sincerely,

Yolie Smith
Administrative Services Analyst II
Encl.

CONSULTANT SERVICES AGREEMENT

By and Between

THE CITY OF HEMET,
a municipal corporation

and

COUNTY OF RIVERSIDE,
Department of Public Health,
Injury Prevention Services (IPS)

July 1, 2012 to June 30, 2013

CONTRACT #12-057

**AGREEMENT TO IMPLEMENT CYCLE 8 SAFE ROUTES TO SCHOOL PROJECT
BETWEEN
THE CITY OF HEMET, CALIFORNIA
AND
COUNTY OF RIVERSIDE, DEPARTMENT OF PUBLIC HEALTH,
INJURY PREVENTION SERVICES BRANCH**

This Agreement is to implement the **Cycle 8 Safe Routes to School Project** (“Agreement”), between the City of Hemet, a municipal corporation (“CITY”) and County of Riverside, through the Department of Public Health, Injury Prevention Services Branch (IPS) (“COUNTY”). CITY and COUNTY are sometimes hereinafter individually referred to as “Party” and hereinafter collectively referred to as the “Parties.”

RECITALS

A. Whereas, the CITY and COUNTY recognize that it is in the public interest to utilize an integrated approach in implementing a program to make walking and bicycling to school safer for more children in the City of Hemet, and;

B. Whereas, the CITY has been approved for funding under Cycle 8 of the State of California-legislated Safe Routes to School Program to implement a project to provide infrastructure improvements adjacent to Cawston Elementary School, Rancho Viejo Middle School, and Tahquitz High School and to provide non-infrastructure education and encouragement activities at Cawston Elementary School, Rancho Viejo Middle School, and Tahquitz High School, and;

C. Whereas, the COUNTY has experience implementing non-infrastructure (education, encouragement, and evaluation) Safe Routes to School activities for schools and school districts in other municipalities and has developed a successful education and encouragement model which can be implemented in the city of Hemet, and;

D. Whereas, the Parties have agreed to collaborate on the implementation the Cycle 8 Safe Routes to School project in five component areas—Engineering, Education, Encouragement, Enforcement, and Evaluation, and;

E. Whereas, the COUNTY will be responsible for the Education and Encouragement and Evaluation components of the project, and;

F. Whereas, the CITY will be responsible for the Engineering and Enforcement components of the project;

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.

Period of Performance is from July 1, 2012 through June 30, 2013 and is 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 IPS 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 IPS to continue performing the scope of services until such services are complete.

SECTION 2. SCOPE OF SERVICES.

IPS agrees to perform the services set forth in Exhibit "A" "Scope of Services" and made a part of this Agreement.

SECTION 3. ADDITIONAL SERVICES.

IPS 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. IPS 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 IPS the amounts specified in Exhibit "B" "Compensation" and made a part of this Agreement. The total compensation, including reimbursement for actual expenses, shall not exceed fifty-five thousand dollars (\$55,000), unless additional compensation is approved in writing by the City Council or City Manager.

(b) On a quarterly basis, IPS shall furnish to City an **original** invoice for all work performed and expenses incurred during the preceding quarter. 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. City shall independently review each invoice submitted by the IPS 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 IPS for correction and resubmission.

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

(d) Payment to IPS for work performed pursuant to this Agreement shall not be deemed to waive any defects in work performed by IPS.

SECTION 5. INSPECTION AND FINAL ACCEPTANCE.

City may inspect and accept or reject any of IPS's work under this Agreement, either during performance or when completed. City shall reject or finally accept IPS's work within sixty (60) days after submitted to City. City shall reject work by a timely written explanation, otherwise IPS'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 IPS'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 6. 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 IPS 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 IPS. Upon completion, expiration or termination of this Agreement, IPS 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 IPS in the course of providing any services pursuant to this Agreement, IPS'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 7. IPS'S BOOKS AND RECORDS.

(a) IPS shall maintain any and all documents and records demonstrating or relating to IPS's performance of services pursuant to this Agreement. IPS 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 IPS 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 County'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 County'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 8. STATUS OF IPS.

(a) IPS is and shall at all times remain a wholly independent contractor and not an officer, employee or agent of City. IPS shall have no authority to bind City in any manner or 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 IPS shall at all times be under IPS'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 IPS or any of IPS's officers, employees, or agents except as set forth in this Agreement. IPS shall not at any time or in any manner represent that IPS or any of IPS's officers, employees, or agents are in any manner officials, officers, employees or agents of City.

(c) Neither IPS, nor any of IPS'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. IPS expressly waives any claim IPS may have to any such rights.

SECTION 9. STANDARD OF PERFORMANCE.

IPS 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. IPS 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, IPS shall employ, at a minimum, generally accepted standards and practices utilized by persons engaged in providing services similar to those required of IPS under this Agreement.

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 IPS in the course of providing any services pursuant to this Agreement, IPS'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 10. COMPLIANCE WITH APPLICABLE LAWS; PERMITS AND LICENSES.

IPS 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. IPS 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 IPS to comply with this section.

SECTION 11. PREVAILING WAGE LAWS

It is the understanding of City and IPS that California prevailing wage laws do not apply to this Agreement because the Agreement does not involve any of the following services subject to prevailing wage rates pursuant to the California Labor Code or regulations promulgated there under: Construction, alteration, demolition, installation, or repair work performed on public buildings, facilities, streets or sewers done under contract and paid for in whole or in part out of public funds. In this context, "construction" includes work performed during the design and preconstruction phases of construction including, but not limited to, inspection and land surveying work.

SECTION 12. NON-DISCRIMINATION.

IPS 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 13. UNAUTHORIZED ALIENS.

IPS 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 IPS 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, IPS 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 14. CONFLICTS OF INTEREST.

(a) IPS 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 IPS's performance of services under this Agreement. IPS 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. IPS 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 IPS 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. IPS 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 IPS 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 15. CONFIDENTIAL INFORMATION; RELEASE OF INFORMATION.

(a) All information gained or work product produced by IPS in performance of this Agreement shall be considered confidential, unless such information is in the public domain or already known to IPS. IPS 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) IPS, 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 IPS gives City notice of such court order or subpoena.

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

(d) IPS shall promptly notify City should IPS, 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 there under. City retains the right, but has no obligation, to represent IPS or be present at any deposition, hearing or similar proceeding. IPS agrees to cooperate fully with City and to provide City with the opportunity to review any response to discovery requests provided by IPS. 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 16. INDEMNIFICATION.

(a) Indemnification for Professional Liability. Where the law establishes a professional standard of care for IPS's Services, to the fullest extent permitted by law, IPS 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 losses, liabilities, damages, costs and expenses, including attorney's fees and costs to the extent same are caused in whole or in part by any negligent or wrongful act, error or omission of IPS, its officers, agents, employees or sub-consultants (or any entity or individual that IPS shall bear the legal liability thereof) in the performance of professional services under this Agreement.

(b) Indemnification for Other than Professional Liability. Other than in the performance of professional services and to the full extent permitted by law, IPS shall indemnify, protect, defend and hold harmless City, and any and all of its employees, officials and agents from and against any liability (including liability for claims, suits, actions, arbitration proceedings, administrative proceedings, regulatory proceedings, losses, expenses or costs of any kind, whether actual, alleged or threatened, including attorneys fees and costs, court costs, interest, defense costs, and expert witness fees), where the same arise out of, are a consequence of, or are in any way attributable to, in whole or in part, the performance of this Agreement by IPS or by any individual or entity for which IPS is legally liable, including but not limited to officers, agents, employees or sub-contractors of IPS.

(c) General Indemnification Provisions. IPS agrees to obtain executed indemnity Agreements with provisions identical to those set forth here in this section from each and every sub-contractor or any other person or entity involved by, for, with or on behalf of IPS in the performance of this Agreement. In the event IPS fails to obtain such indemnity obligations from others as required here, IPS 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 here is binding on the successors, assigns or heirs of IPS and shall survive the termination of this Agreement or this section.

(d) Limitation of Indemnification. Notwithstanding any provision of this Section 16 [Indemnification] to the contrary, design professionals are required to defend and indemnify the City only to the extent permitted by Civil Code Section 2782.8, which limits the liability of a design professional to claims, suits, actions, arbitration proceedings, administrative proceedings, regulatory proceedings, losses, expenses or costs that arise out of, pertain to, or relate to the negligence, recklessness, or willful misconduct of the design professional. The term "design professional," as defined in Section 2782.8, is limited to licensed architects, licensed landscape architects, registered professional engineers, professional land surveyors, and the business entities that offer such services in accordance with the applicable provisions of the California Business and Professions Code.

(e) The provisions of this section 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 17. INSURANCE.

IPS 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" and made a part of this Agreement. 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. IPS agrees to provide City with copies of required policies upon request.

SECTION 18. ASSIGNMENT.

The expertise and experience of IPS are material considerations for this Agreement. City has an interest in the qualifications of and capability of the persons and entities that will fulfill the duties and obligations imposed upon IPS under this Agreement. In recognition of that interest, IPS shall not assign or transfer this Agreement or any portion of this Agreement or the performance of any of IPS'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 IPS, in the performance of its duties pursuant to this Agreement, may utilize subcontractors.

SECTION 19. CONTINUITY OF PERSONNEL.

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

SECTION 20. 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 IPS. In the event such notice is given, IPS shall cease immediately all work in progress.

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

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

(d) Upon termination of this Agreement by either IPS or City, all property belonging exclusively to City which is in IPS's possession shall be returned to City. IPS shall furnish to City a final invoice for work performed and expenses incurred by IPS, 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 21. DEFAULT.

In the event that IPS is in default under the terms of this Agreement, the City shall not have any obligation or duty to continue compensating IPS for any work performed after the date of default. Instead, the City may give notice to IPS of the default and the reasons for the default. The notice shall include the timeframe in which IPS 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 IPS 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 IPS 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 IPS'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 22. EXCUSABLE DELAYS.

IPS 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 IPS. Such causes include, but are not limited to, acts of God, acts of the public enemy, and 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 23. 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 IPS in every reasonable way to facilitate, without undue delay, the work to be performed under this Agreement.

SECTION 24. NOTICES.

All notices required or permitted to be given under this Agreement shall be in writing and shall be personally delivered, or sent by telecopy 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 IPS: Riverside County Department of Public Health
 Injury Prevention Services
 3900 Sherman Drive, Ste. 1E
 Riverside, CA 92503

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 25. AUTHORITY TO EXECUTE.

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

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 IPS 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 or a waiver of any subsequent breach or violation of any provision of this Agreement. Acceptance by City of any work or services by IPS 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 Riverside, 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.

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 IPS and City prior to the execution of this Agreement. No statements, representations or other Agreements, whether oral or written, made by any party which is 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 31. 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

COUNTY OF RIVERSIDE

By: _____
John Tavaglione, Chairman
Board of Supervisors

ATTEST:

Kecia Harper-Ihem
Clerk of the Board

FORM APPROVED COUNTY COUNSEL

BY: _____ DATE 5/25/12
NEAL R. KIPNIS

EXHIBIT "A"

SCOPE OF SERVICES

I. COUNTY will perform the following Services:

- A. Develop a comprehensive safety education and encouragement strategy, including but not limited to the following elements:

Outreach efforts – Conduct a Safe Routes to School Workshop to bring all stakeholders together to learn at the program; dissemination of age-appropriate pedestrian and bicycle education materials to K-6 grade studies during school functions such as Back to School Night and Open House

Encouragement activities – Convening meetings with PTA, parents and school councils to help coordinate Walk to School Day event and create sustainable programs such as Frequent Walker Programs, establishing Walking School Bus Routes, and Student Walk Audits

Educational activities – Conducting on-site pedestrian and bicycle safety education assembly and/or in-class presentations; organization of a mini-pedestrian city activity for K-6 students

Evaluation efforts – Conduct Student Travel Survey to collect travel behavior data at the beginning and end of the project period to evaluate program effectiveness

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

- A. Surveys: Pre and Post Evaluation Transportation Mode Surveys.
- B. Coalition Meetings and Outreach: Agendas, Flyers, Meeting Minutes, Photos, Outreach Event Summary.
- C. Educational Events: Flyers, Notices, Photos, Schedules.
Encouragement Events: Flyers, Notices, Photos, Schedules.

III. during performance of the Services, IPS will keep the City apprised of the status of performance by delivering the following status reports:

- A. Status Report.
- B. Final Report.

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

- A. Quarterly or every three months.
- B. Final Closeout Report no later than six months after end of project period.

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

- A. Public Health Program Coordinator
- B. Health Services Assistant(s)

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

- A. Bicycle Education Coach – to be determined.

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, IPS shall comply with the Scope of Services as indicated above.

EXHIBIT "B"
COMPENSATION

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

- A. Project Management \$50.00/hr
- B. Program Implementation \$30.00/hr
- C. Evaluation \$40.00/hr

II. IPS may utilize subcontractors as indicated in this Agreement. The hourly rate for any subcontractor is not to exceed \$ 100.00 per hour without written authorization from the City Manager or his designee.

III. The CITY will compensate IPS 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 \$55,000, as provided in Section 4 of this Agreement.

EXHIBIT "C"

INSURANCE

A. Insurance Requirements. County 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 County, 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. County shall provide the following scope and limits of insurance:

1. Minimum Scope of Insurance. Coverage shall be at least as broad as:

(1) Insurance Services Office form Commercial General Liability coverage (Occurrence Form CG 0001).

(2) Insurance Services Office form number CA 0001 (Ed. 1/87) covering Automobile Liability, including code 1 "any auto" and endorsement CA 0025, or equivalent forms subject to the written approval of the City.

(3) Workers' Compensation insurance as required by the Labor Code of State of California and Employer's Liability insurance and covering all persons providing services on behalf of the County and all risks to such persons under this Agreement.

(4) Professional liability insurance appropriate to the County'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 County's services or the termination of this Agreement. During this additional 3-year period, County shall annually and upon request of the City submit written evidence of this continuous coverage.

2. Minimum Limits of Insurance. County shall maintain limits of insurance no less than:

(1) General Liability: \$1,000,000 general aggregate for bodily injury, personal injury and property damage.

(2) Automobile Liability: \$1,000,000 per accident for bodily injury and property damage. A combined single limit policy with aggregate limits in an amount of not less than \$2,000,000 shall be considered equivalent to the said required minimum limits set forth above.

(3) Workers' Compensation and Employer's Liability: Workers' Compensation as required by the Labor Code of the State of California and Employers Liability limits of not less than \$1,000,000 per accident.

(4) Professional Liability: \$1,000,000 per occurrence.

B. Other Provisions. Insurance policies required by this Agreement shall contain the following provisions:

1. All Policies. 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.

2. General Liability and Automobile Liability Coverage's.

(1) City, and its respective elected and appointed officers, officials, and employees and volunteers are to be covered as additional insured's as respects: liability arising out of activities County performs; products and completed operations of County; premises owned, occupied or used by County; or automobiles owned, leased, hired or borrowed by County. The coverage shall contain no special limitations on the scope of protection afforded to City, and their respective elected and appointed officers, officials, or employees.

(2) County's insurance coverage shall be primary insurance with respect to City, and its respective elected and appointed, its officers, officials, employees and volunteers. Any insurance or self insurance maintained by City, and its respective elected and appointed officers, officials, employees or volunteers, shall apply in excess of, and not contribute with, County's insurance.

(3) County's insurance shall apply separately to each insured against whom claim is made or suit is brought, except with respect to the limits of the insurer's liability.

(4) Any failure to comply with the reporting or other provisions of the policies including breaches of warranties shall not affect coverage provided to City, and its respective elected and appointed officers, officials, employees or volunteers.

3. Workers' Compensation and Employer's Liability Coverage. Unless the City Manager otherwise agrees in writing, the insurer shall agree to waive all rights of subrogation against City, and its respective elected and appointed officers, officials, employees and agents for losses arising from work performed by County.

C. Other Requirements. County 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 County 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. County shall furnish certificates and endorsements from each subcontractor identical to those County 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 County 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 County's liability hereunder or to fulfill the indemnification provisions and requirements of this Agreement.



Staff Report

TO: Honorable Mayor and Members of the City Council
FROM: Rita Conrad, Deputy City Manager/Admin Services
DATE: June 12th, 2012
RE: Landscape Maintenance Agreement with Prince of Peace Lutheran Church

Recommendation:

It is respectfully requested that the Mayor and Members of the City Council authorize the City Manager to execute the attached landscape maintenance agreement between the City of Hemet and Prince of Peace Lutheran Church.

Fiscal Impact

There is no net impact to the City from this action. The City has incurred no costs associated with the maintenance of this landscape district. Prince of Peace Lutheran Church will be refunded landscape maintenance district charges of \$13,293 paid in advance to the City (through county tax rolls).

Background:

In satisfaction of a condition of approval for development of the Church (Prince of Peace), Landscape Maintenance District No. 53 was created by City Council approval of Resolution 4452 ("LMD 53") and Property Owner affirmative vote.

Earlier in the year, the Church approached the City stating that they wished to maintain their own landscaping rather than have the City provide the service and then levy an assessment on the property. During the development process there is an opportunity for the property owner to agree to maintain the property according to established City standards (attached) rather than have the City maintain and levy assessments.

Because this came to the City's attention after the assessments were levied by the County, Prince of Peace Lutheran Church paid the assessment and is now seeking a refund from the City. No work has been performed by the City in relation to this landscape maintenance district. The attached agreement will authorize the City to refund the \$13,293 in LMD charges paid by the Church. This district will now be considered "dormant" and as long as all landscaping requirements meet the City's satisfaction, no assessments will be levied.

Respectfully Submitted:


Rita Conrad, Deputy CM/Admin Services


Brian Nakamura, City Manager

**RECORDED AT THE REQUEST OF
AND WHEN RECORDED RETURN TO:**
(Document exempt from recording fees
pursuant to Cal. Gov. § 27383)

CITY OF HEMET
Attn: City Manager
445 East Florida Avenue
Hemet, California 92543

THIS SPACE FOR RECORDER'S USE ONLY

LANDSCAPE MAINTENANCE SERVICES AGREEMENT

by and between

**THE CITY OF HEMET,
a municipal corporation**

and

**Prince of Peace Lutheran Church of Hemet California, Inc.
a California corporation**

DATED June 12th, 2012

LANDSCAPE MAINTENANCE SERVICES AGREEMENT

This Landscape Maintenance Services Agreement ("Agreement") is effective as of June 12, 2012, between the City of Hemet, a California municipal corporation ("City") and Prince of Peace Lutheran Church of Hemet California, Inc., a California corporation ("Property Owner") for landscape maintenance services. City and Property Owner are sometimes hereinafter individually referred to as "Party" and hereinafter collectively referred to as the "Parties."

RECITALS

- A. Property Owner owns a parcel of approximately 8 acres within the boundaries of the City located west of Sanderson Avenue and north of Menlo Avenue, with an address of 701 N. Sanderson Avenue, Hemet, California, 92545, APN 444-100-022, with a legal description of 8.46 acres M/L IN POR PAR 1 AND PAR 2 PM (the "Property"). The Prince of Peace Lutheran Church is located on the Property.
- B. In satisfaction of a condition of approval for development of the Church, Landscape Maintenance District No. 53 was created by City Council approval of Resolution 4452 ("LMD 53") and Property Owner affirmative vote.
- C. LMD 53 is a special assessment district formed pursuant to the Landscape and Lighting Act of 1972, Streets and Highways Code section 22500 et seq. and is authorized to levy and collect assessments against the Property to pay for the costs and expenses of installing, operating, maintaining, and servicing certain landscaping improvements within City right-of-ways adjacent to the Property which specifically benefit the Property Owner. A diagram of the landscape improvement areas within LMD 53 ("Landscape Areas") is attached hereto and incorporated herein as Exhibit A. The City currently has the up keep and maintenance responsibility for the Landscape Areas.
- D. To date, LMD 53 has assessed Property Owner a total of \$13,293.00 for services to the Landscape Areas and Property Owner has paid such amount in full.
- E. Property Owner desires to assume responsibility for the maintenance of the Landscape Areas, including all landscape improvements located herein, as set forth below.

OPERATIVE PROVISIONS

In consideration of the mutual covenants and promises contained herein, and other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged by the Parties, the Parties agree to be legally bound by the following terms and conditions:

1. Term. The initial term of this Agreement ("Term") will be for a period of three (3) years, unless earlier terminated as provided in Section 10 of this Agreement. The Term will automatically renew for an additional period of one (1) year upon each anniversary of the effective date of this Agreement, unless terminated as provided in Section 10 of this Agreement.

2. Property Owner's Obligation. Commencing on the effective date of this Agreement and continuing thereafter without abatement for the duration of the Term, Property Owner shall, at its sole cost and expense maintain the Landscape Areas consistent and in compliance with the City's landscape maintenance standards set forth in Exhibit B ("Landscape Maintenance Standards"). For the purpose of this Agreement, Landscape Maintenance Standards shall also include any reasonable written directions, instructions, or interpretations regarding the Landscape Maintenance Standards or maintenance of the Landscape Areas issued by City's Public Works Director or his/her designee. Property Owner's obligations include, but are not limited to, the removal of dead plants and vegetation, the replacement of new plants and materials consistent with the Landscape Maintenance Standards, repair and replacement of irrigation systems, and application of mulch, fertilizer, and pesticides consistent with the Landscape Maintenance Standards. Property Owner's obligations under this Section shall be at no cost to the City and City shall have no obligation to purchase or otherwise procure or provide any materials or services related to maintenance of the Landscape Areas or repair of any improvements therein.

3. Refund and Forbearance of Levy. City agrees that, provided Property Owner is not in default of its obligations under this Agreement, to: (1) refund to Property Owner a total amount of \$13,293.00 upon confirmation that such amount has been paid by the Property Owner to the County and remitted to the City by the County; and (2) annually levy \$0.00 through LMD 53 against the Property for each applicable assessment period during the Term of this Agreement.

4. Independent Contractor Status. This Agreement is not intended, and will not be construed, to create the relationship of agent, servant, employee, partnership, joint venture or association, as between City and Property Owner. Property Owner is and will at all times remain a wholly independent contractor and not an officer or employee of City. Property Owner has no authority to bind City in any manner or to incur any obligation, debt or liability of any kind on behalf of or against City, whether by contract or otherwise. The personnel performing the services under this Agreement on behalf of Property Owner will at all times be under Property Owner's exclusive direction and control. Property Owner warrants that it will not at any time or in any manner represent that Property Owner or any of Property Owner's officers, employees, volunteers or agents are in any manner officials, officers, or employees of City. Neither Property Owner, nor any of Property Owner's officers, employees, volunteers or agents, will obtain any rights to retirement, health care or any other benefits which may otherwise accrue to City's employees. Property Owner, and through it, its officers, employees, volunteers, and agents expressly waive any claim to any such rights or benefits.

5. Indemnification. Property Owner agrees to indemnify, defend, protect and hold harmless City from and against any and all liabilities, claims, actions, causes of action, proceedings, suits, damages, judgments, liens, levies, costs and expenses of whatever nature, including reasonable attorneys' fees and disbursements (collectively, "Claims"), which City may suffer or incur or to which City may become subject by reason of or arising out of any injury to or death of any person(s), damage to property, loss of use of property, economic loss or otherwise occurring as a result of or allegedly caused by the negligent or willfully wrongful acts or omissions of Property Owner, its officers,

employees, volunteers or agents committed in performing any services under this Agreement.

If any action or proceeding is brought against City by reason of any of the matters against which Property Owner has agreed to indemnify City as provided above, Property Owner, upon notice from City, must defend City at Property Owner's expense by counsel acceptable to City, such acceptance not to be unreasonably withheld. City need not have first paid for any of the matters to which City is entitled to indemnification in order to be indemnified.

The insurance required to be maintained by Property Owner under this Agreement is intended to ensure Property Owner's obligations under this section, but the limits of such insurance do not limit the liability of Property Owner.

The provisions of this section do not apply to Claims occurring as a result of the City's sole negligence or willful acts or omissions.

6. Insurance. Property Owner must obtain and maintain at all times during the term of this Agreement comprehensive general liability insurance protecting Property Owner in amounts not less than \$1,000,000.00 for personal injury to any one person, \$3,000,000.00 for injuries arising out of any one occurrence, and \$300,000.00 for property damage. Such insurance must name the City, its officials, officers, employees, and agents as additional insured parties and may not be cancelable nor may the coverage be reduced without at least 10 day's prior written notice. Property Owner must also obtain and maintain at all times during the term of this Agreement workers' compensation insurance as required by law. Property Owner must file and maintain on file with City at all times during the term of this Agreement a copy or certificate of all such required insurance.

7. Compliance with Laws. Property Owner must conform to and abide by all applicable municipal, City, State and Federal laws, rules, regulations and ordinances, insofar as the same or any of them are applicable to Property Owner's performance of its obligations under this Agreement; and where permits and/or licenses are required for the performance by Property Owner of any of its obligations under this Agreement, the same must be first obtained from the regulatory agency having jurisdiction thereof.

8. Events of Default. The occurrence of any one of the following shall constitute an "Event of Default" under this Agreement:

A. If Property Owner fails to observe or perform any of the terms or provisions of this Agreement on its part or to be observed or performed, and does not cure any such failure within ten (10) calendar days (or such longer period as the City may authorize in writing) after receipt of notice from City specifying such failure; or

B. If Property Owner fails to maintain the Landscape Areas in compliance with and consistent with the Landscape Maintenance Standards set forth in Exhibit B of this Agreement, and does not cure any such failure within ten (10) calendar days (or such longer period as the City may authorize in writing) after receipt of notice from City specifying such failure; or

C If City provides Property Owner with three (3) or more notices of default under this Section within any twelve (12) month period during the Term, a state of Chronic Default shall be deemed to exist (regardless of whether the Property Owner has timely cured the defaults).

9. Effect of Default. In the event Property Owner fails to timely cure an Event of Default, or a state of Chronic Default has been deemed to exist as set forth in Section 8 of this Agreement, then, without further notice to Property Owner, City may undertake any of the following remedies:

A. Declare that this Agreement is Terminated.

B. Reassume responsibility for maintenance of the Landscape Areas, reactivate LMD 53, and levy and collect the special assessment (up to the maximum amount permitted in the LMD 53 Engineer's Report filed with the City Clerk) against the Property for each applicable period.

C. Seek to recover from Property Owner by any appropriate legal means any costs and expenses incurred by the City of restoring or repairing the Landscape Areas to a condition consistent with the Landscape Maintenance Standards that may not be levied against the Property as costs of LMD 53 or otherwise reimbursed to City by LMD 53. City shall be entitled to recover interest on such costs and expenses from the date of its demand for payment delivered to Property Owner at the legal rate.

Property Owner waives any and all rights to in any way challenge, including by bringing a claim, cause of action, or demand, (1) the resumption of assessments by LMD 53; (2) the amount of the special assessment levied against the Property by LMD 53 at any time subsequent to the Event of Default, and (3) the reasonable costs and expenses incurred by the City of restoring or repairing the Landscape Areas

10. Termination. Either Party may terminate this Agreement upon sixty (60) days written notice to the other Party. Upon the effective date of termination, maintenance responsibility for the Landscape Areas shall transfer to LMD 53 and the levy of all appropriate special assessments against Property Owner shall recommence.

11. Assignment. This Agreement may not be assigned by Property Owner, in whole or in part, without the prior written consent of City, which it may withhold or grant in its sole discretion. Any attempted or purported assignment in violation of this section will be deemed void and of no force and effect.

12. Waiver. City's failure to insist upon strict compliance with any provision of this Agreement or to exercise any right or privilege provided herein, or City's waiver of any breach of this Agreement, shall not relieve Property Owner of any of its obligations under this Agreement, whether of the same or similar type. The foregoing is true whether City's actions are intentional or unintentional.

13. Notices. Any notice required to be given under the terms of this Agreement or any law applicable thereto shall be in writing addressed to the recipient party's notice address specified below and shall be deemed to have been effectively given: (1) if delivered by personal service, upon receipt (or if receipt is refused, upon

attempted delivery); (2) if delivered by overnight commercial delivery service such as Fed Ex, upon receipt (or if receipt is refused, upon attempted delivery); or (3) if by certified mail, postage paid, return receipt requested, upon the date indicated in the return receipt. The notice addresses to be used by the Parties for any notice shall be as follows or shall be to such other addresses as the parties may subsequently designate in writing:

CITY:

City of Hemet
Attn: City Manager
445 E. Florida Avenue
Hemet, CA 92543

PROPERTY OWNER:

Prince of Peace Lutheran Church of Hemet California, Inc.
Attn: Congregational President
701 N. Sanderson Ave.
Hemet, CA 92545

14. Authority to Enter Agreement. Each party warrants that the individuals who have signed this Agreement have the legal power, right, and authority to make this Agreement and bind each respective Party.

15. Amendments. Any amendment to this Agreement will only be effective if in writing and signed by the parties.

16. Entire Agreement. This Agreement is governed by California law and constitutes the entire agreement between the parties. All agreements, covenants, representations and warranties, express and implied, oral and written, of the parties with regard to the specific subject matter hereof are contained in this Agreement. No other agreements, covenants, representations or warranties, express or implied, oral or written, have been made by any party to any other party with respect to the specific subject matter of this Agreement. All prior and contemporaneous conversations, negotiations, possible and alleged agreements and representations, covenants, and warranties with respect to the subject matter hereof are waived, merged herein and superseded by this Agreement. This is a fully integrated agreement.

IN WITNESS WHEREOF, the parties hereto have executed this Agreement as of the day and year first written above.

CITY OF HEMET

By: _____
Brian Nakamura , City Manager

ATTEST:

Sarah McComas, City Clerk

APPROVED AS TO FORM:

Eric Vail, City Attorney

PRINCE OF PEACE LUTHERAN CHURCH OF HEMET CALIFORNIA INC.

By: 

Daniel Fardrich, Congregation President

By: 

Richard H. Biber, Congregation Vice President

CALIFORNIA ALL-PURPOSE ACKNOWLEDGMENT

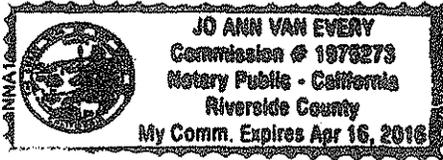
CIVIL CODE § 1189

State of California

County of RIVERSIDE

On MAY 24 2012 before me, JO ANN VAN EVERY Notary Public

personally appeared DAN FANDRICH AND RICHARD H. BIBER



who proved to me on the basis of satisfactory evidence to be the person(s) whose name(s) is/are subscribed to the within instrument and acknowledged to me that he/she/they executed the same in his/her/their authorized capacity(ies), and that by his/her/their signature(s) on the instrument the person(s), or the entity upon behalf of which the person(s) acted, executed the instrument.

I certify under PENALTY OF PERJURY under the laws of the State of California that the foregoing paragraph is true and correct.

WITNESS my hand and official seal.

Signature: [Handwritten Signature] Signature of Notary Public

Place Notary Seal Above

OPTIONAL

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

Description of Attached Document

Title or Type of Document: Landscape Maintenance Services Agreement

Document Date: 5.22.2012 Number of Pages: 14

Signer(s) Other Than Named Above Brian Nakamura, Sarah McComes, Eric Val

Capacity(ies) Claimed by Signer(s)

Signer's Name: Dan Fandrigh

- Corporate Officer - Title(s): President
Individual
Partner - Limited General
Attorney in Fact
Trustee
Guardian or Conservator
Other:

RIGHT THUMBPRINT OF SIGNER Top of thumb here

Signer Is Representing:

Princes of Peace Lutheran Church

Signer's Name: Richard H. Bibber

- Corporate Officer - Title(s): Vice President
Individual
Partner - Limited General
Attorney in Fact
Trustee
Guardian or Conservator
Other:

RIGHT THUMBPRINT OF SIGNER Top of thumb here

Signer Is Representing:

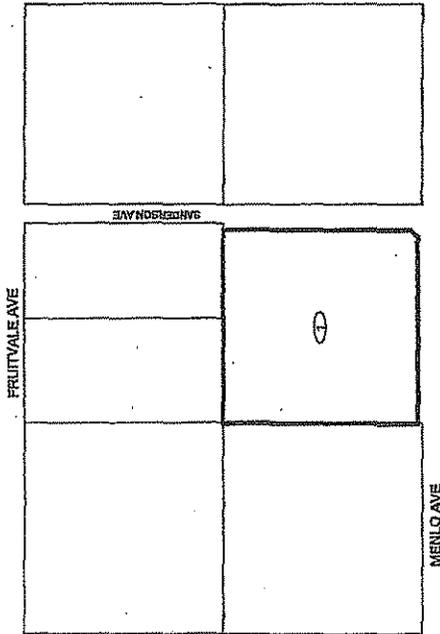
Princes of Peace Lutheran Church

NOTE: SIGNATURES OF PROPERTY OWNERS ALL 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 DEVELOPER'S BUSINESS ENTITY.

SHEET 1 OF 1

ASSESSMENT DIAGRAM OF
LANDSCAPE MAINTENANCE DISTRICT NO. 58

CITY OF BERKELEY
COUNTY OF ALAMEDA
STATE OF CALIFORNIA



LEGEND
 BOUNDARY LINE
 MAP REF. NO.

MAP REF. NO.	ASSESSOR'S PARCEL NO.
1	444-090022



City of Hemet Landscape Maintenance District Standards

LANDSCAPE IMPROVEMENT MAINTENANCE

Landscape maintenance shall include trees, shrubs, ground cover, irrigation, hardscape and drainage structures. Maintenance includes the pruning of shrubs and up to 10' of trees, and routine pruning to maintain a neat appearance. Remove weeds that are not controlled by herbicides before size or abundance becomes a cause of complaint. Generally, weeds that exceed 3 inches to 5 inches in height or predominate a bare area are unacceptable.

Maintain all drainage structures to avoid obstruction at all times. Keep sidewalks and concrete areas free of obstructions, water, mud, algae or slime at all times. Keep adjacent plant material from encroaching public right-of-way.

IRRIGATION/WATER MANAGEMENT

All turf areas shall be irrigated as required to maintain adequate growth and pleasing appearance. Irrigation shall be accomplished in accordance with the following:

1. Planters & Greens should be irrigated between 10:00 p.m. - 6:00 a.m.
2. All systems shall be adjusted in order to:
 - a. Provide adequate coverage of all landscape areas;
 - b. Prevent excessive runoff and/ or erosion;
 - c. Prevent watering roadways, facilities such as walkways, fences, and private property;
 - d. Prevent saturated conditions.
 - e. Repair malfunctioning controllers, quick couplers, manual or automatic valves and sprinkler heads within twenty-four (24) hours of notification or self discovery
 - f. Where an automatic sprinkler system does not exist, owner shall manually water all vegetation as required, supplying all hoses, nozzles, and sprinklers.

PESTICIDE USE SPECIFICATIONS - GENERAL

1. The City of Hemet solicits and encourages the use of effective alternative pest control measures.
2. Any pesticide applications are to be made by or under the supervision of a person holding a valid license, permit or certificate issued pursuant to Sections 11701 and following of said code, whichever may be required by applicable State or local law or regulation. Said person or company is to be currently registered to conduct a pest control business in the State of California and the County of Riverside.
3. Pesticide applications are to be made in strict compliance with the label directions, restrictions, and precautions as well as with any other requirements deemed necessary by any county, state or federal regulatory agency, or Public Works Department of the City of Hemet.

WEED & PEST CONTROL - GREENS AND PLANTERS

1. Ground covers, shrubs, and trees under 18 feet.
 - a. Weed Control - All shrub and ground cover areas shall be treated with an appropriate pre-emergent herbicide at the maximum allowable rate according to the label and state regulations.
 - b. Snail Control - Shall be controlled on an as-needed basis on all plant material.
2. Turf
 - a. Weed Control
 - i. An appropriate herbicide shall be applied in accordance with all label specifications. In all areas prone to weed grass intrusion, annual applications of pre-emergent herbicides labeled for use shall be required. Check schedule.
 - b. Insect and Disease Control
 - i. All other insect, disease, and fungus problems will be treated on a site and need-specific basis with the knowledge and consent of the City.
 - c. Rodent Control
 - i. Owner shall be responsible for the eradication and control of all rodents, as necessary, on a continual basis.

TREE/PLANTER MAINTENANCE

1. The Owner is responsible for maintaining trees that require support. Two stakes and two ties will be utilized for the purpose of support. The stakes shall be placed at right angles to the prevailing wind. Ties shall be rubber and placed in a figure eight secured to the stakes.
2. The Owner is responsible for the removal of stakes that are no longer required for the support of trees.
3. The Owner is responsible for keeping trees lifted to a height of no less than ten feet from ground level. Trees and shrubs shall be kept from encroaching on sidewalks and where traffic is evident.
4. The Owner is responsible for the removal of limbs and debris that fall as a result of high wind.
5. Planters shall never be allowed to compact as to allow for vigorous plant growth and limit the amount of irrigation run-off.
6. All shrubbery shall be pruned quarterly, or as needed, to encourage healthy growth habits, shape and appearance.
7. Ivy will be kept a distance of twelve inches from all wood stock material such as trees and shrubs, and will be kept off walls.
8. Plant material that dies due to negligence of the Owner in the control of insects, pests, weeds, rodents and disease; or due to improper irrigation, fertilizing or lack of proper maintenance and care shall be replaced at the sole expense of the Owner.

TURFGRASS - GREENS

***SEE ANNUAL MAINTENANCE SCHEDULE ***

Watering- A regular, deep watering program shall be accomplish give the best results. The established turf should not be kept moist but should dry out somewhat between waterings. Allow turf to dry out before mowing.

Aeration- Mechanically aerate all turf areas as often as required to reduce compaction/stress conditions, which will offer greater water penetration and reduce runoff. In those areas where soil condition is poor, top dress may be required by the City.

Mowing - Mow and edge greens weekly. Cut cool season turf grass 2 1/2" during warm season and reduce to 2" during winter or cooler seasons.

Trimming and Edging- Trim around trees, walls, buildings, curb, header boards, valve boxes, quick couplers, and paved areas on a weekly basis to present a neat, clean appearance. Chemicals will be allowed for this purpose, only with written approval from the City.

Dethatching- Dethatch all turf areas once per year at a time when there will be the least amount of stress to turf, preferably spring or fall.

Fertilization - Apply fertilizer so as to provide sufficient nitrogen and other basic nutrients on a regular basis to maintain a deep green color and keep turf in a healthy looking condition. Owner shall notify the City Representative 48 hours prior to commencing fertilization.

Weed Control

Owner shall maintain a turf free of weed infestations at all times by either chemical or mechanical means. Pre-emergent herbicide applications shall be required to control crabgrass in all turf areas. The Owner shall be especially careful if applying chemicals to control weeds because of possible damage to the lawn. Before such applications are made, the turf should be well established and in a vigorous condition. All chemicals applied shall be recorded and coordinated with the City.

Hard Surface Areas

These areas shall include concrete sidewalks, A.C. walkways, parking lots and gutters. All areas shall be swept weekly to remove all deposits of silt and/or sand and glass. Owner shall be responsible for controlling and removing, by mechanical or chemical means, weeds growing in sidewalk, curb and gutter cracks or expansion joints, and areas contiguous to the City landscape.

1. All sidewalks within the district areas shall be cleaned daily, if necessary, to remove any glass or heavy debris.
2. All sidewalk areas abutting maintained areas shall be cleaned when dirtied by Owner's operations and at other times as required.

Tree Pruning- All trees shall be properly pruned with the spacing, balance and attachment of limbs evaluated prior to pruning. All pruning cuts should be made to promote upright growth and minimize future branching that may impede vehicular or pedestrian traffic, or for structural stability or appearance. Properly pruned shall mean:

1. Prune only what needs to be pruned. No more than 25 percent of the live wood may be removed.

2. All broken or otherwise damaged limbs shall be removed.
3. All dead limbs or portions thereof shall be removed.
4. All limbs less than two (2) feet from the ground shall be removed, unless doing such would cause irreparable damage or leave the tree unbalanced.
5. All pruning cuts shall be made at the branch collar.
6. The primary terminal bud shall not be removed.
7. Any trees improperly pruned will be subject to removal by the Owner and replaced by the Owner at no additional cost to the City.

MATERIAL REPLACEMENT POLICY

All new plant material and irrigation installations or repairs shall be at the sole cost of the Owner including damage or death of plant material due to wind or storm, or vandalism, theft, or other willful acts over which the maintenance Owner has no control. Existing plants shall be replaced by Owner if they die due to Owner's negligence.

Shrub replacement shall be in kind with vigorous, normal growth, and free from disease, weeds and insects. All replacement materials are to be with original types and model materials, unless a substitute is approved by the City representative. All materials are to be new and identical to existing materials, unless otherwise approved by City Representative.

CITY OF HEMET ANNUAL MAINTENANCE SCHEDULE

Service	Jan	Feb	Mar	Apr	May	Jun	July	Aug	Sep	Oct	Nov	Dec
Turf Maintenance												
Apply Pre-emerge herbicide to turf	X					X						
Apply Post-emerge herbicide to turf	*** CONTINUE AS NEEDED ***											
Fertilize greens		X		X			X			X		
Aerate with gypsum			X								X	
Aerate groom			X						X			
Dethatch groom			X									
Other Maintenance												
Irrigation Inspections	W	W	W	W	W	W	W	W	W	W	W	W
Mowing	W	W	W	W	W	W	W	W	W	W	W	W
Thorough cleaning of sidewalks in all districts	W	W	W	W	W	W	W	W	W	W	W	W
Trimming and edging	W	W	W	W	W	W	W	W	W	W	W	W
Tree Trimming	AS NEEDED											
Shrub Trimming	QUARTERLY AND/OR AS NEEDED											

Legend:

W = Maintenance to be provided weekly.

X = Maintenance to be provided once within this time frame.

*Staff Report*

TO: Honorable Mayor and Members of the City Council

FROM: Kristen Jensen, Public Works Director; Brian Nakamura, City Manager *§5T*

DATE: June 12, 2012

RE: Accept Award of Funding from the City-County Payment Program for Fiscal Year 2011/2012 through the State of California Department of Recycling Resources and Recovery - Supplemental Appropriation

RECOMMENDATION: It is respectfully recommended that the City Council:

- 1) Accept funding award in the amount of \$21,609 from the State of California, Department of Recycling Resources and Recovery, through the 2011/2012 City/County Payment Program.
- 2) Authorize the Deputy City Manager/Administrative Services Director to record revenues to the Miscellaneous Recyclables (Account #553-0454) in the amount of \$21,609.
- 3) Establish operating budget of \$21,609 in Integrated Waste Management Fund 553-4500-2801 for miscellaneous litter abatement and for the purchase of playground equipment manufactured from recycled materials.

BACKGROUND: The State of California Department of Recycling Resources and Recovery provides annual funding to cities and counties specifically for use in beverage container recycling and litter abatement activities. For the Fiscal Year 11/12, funding distributions will be on a per capita basis calculated on January 1, 2011, population statistics from the California Department of Finance. To receive this funding, the State of California, Department of Recycling Resources and Recovery, requires each city/county to submit a Funding Request Form (FRF) identifying the proposed use of funds and current agency contacts. The City of Hemet FRF was submitted on January 31st and the funding award of \$21,609 was received on June 1st.

Through the application process, staff proposed to use this funding to replace/install climbing "rocks" manufactured from recycled plastic in a childrens' play area in a City park, as well as to support additional litter clean up throughout the City. Both of the proposed items qualify for funding through this program.

FISCAL IMPACT: No impact to General Fund. The Fiscal Year 2011/2012 allocation of \$21,609 will assist in offsetting costs associated with purchasing recycled playground equipment for City parks as well as support litter clean-up efforts throughout the City. There is no requirement for City match of funds for this program.

Respectfully submitted,

Charles Russell
Charles Russell
Superintendent

Fiscal Review,

Rita Conrad
Rita Conrad
Deputy City Manager/Administrative Services
Director



Staff Report

TO: Honorable Mayor and Members of the Hemet City Council
FROM: Joseph Morris, Fire Chief; Brian Nakamura, City Manager *BN*
DATE: June 12, 2012
RE: Temporary lease of a Public Fire Station to American Medical Response.

RECOMMENDED ACTION:

Staff respectfully requests that the City Council authorize the City Manger to sign an agreement for the temporary lease of a Public Fire Station to American Medical Response.

BACKGROUND:

- The Hemet Fire Department is one of the busiest "per capita" fire departments in the country. Upwards of 85% of the annual responses are for medical and trauma related emergencies requiring paramedic and transport services that are currently supplied by American Medical Response (AMR). Leasing a portion of the currently vacant Fire Station would provide AMR with a vastly improved response time in the eastern section of Hemet.

PROJECT DESCRIPTION:

- Lease a portion of the currently vacant Fire Station located at 120 N. Hemet street
- Provide the citizens of Hemet with a vastly improved ambulance response time, resulting in saved lives.

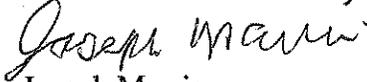
CONSISTENCY WITH ADOPTED GOALS, PLANS, AND PROGRAMS:

- Beginning in May of 2010 the City of Hemet, Fire department began leasing the Fire Station located on Cawston avenue to Mercy Air Transport Services providing utilization of an air ambulance for the citizens of Hemet. This agreement has provided income to the City of Hemet and the life-saving services of an air ambulance.

FISCAL IMPACT:

- This arrangement would result in a positive cash flow (\$3600.00 per year), and improved ambulance response times for the citizens of Hemet.

Respectfully submitted,



Joseph Morris
Fire Chief

Fiscal Review:



Rita Conrad
Finance Director

Attachment(s): Lease agreement

TEMPORARY LEASE OF PUBLIC PROPERTY

This Lease of Hemet Fire Station No. 5 ("Agreement"), is made and entered into this ___ day of June, 2012 by and between **CITY OF HEMET**, a California general law city and municipal corporation, (hereafter "Landlord") and **AMERICAN MEDICAL RESPONSE**, a California Corporation (hereafter "Tenant.")

RECITALS

A. Landlord operates a full time fire department providing fire and emergency life service response within the boundaries of the City of Hemet. Landlord desires to increase the emergency services available within the City by leasing a portion of currently vacant Fire Station No. 5 to Tenant for Tenant's location and operation of an emergency medical response and medical transport crew and related equipment within the City.

B. Under this Agreement, Landlord will lease Property to Tenant to domicile its crew and equipment. Tenant will provide emergency medical services in cooperation and coordinate with the City of Hemet Fire Department within the City of Hemet.

OPERATIVE PROVISIONS

NOW, THEREFORE, in consideration of the promises and agreements made herein, the parties do hereby enter into this Agreement on the following terms and conditions:

1. **Lease and Description of Property.** Landlord hereby grants to Tenant a non-exclusive lease of that public facility commonly known as Hemet Fire Station No. 5, located at 120 North Hemet Street, Hemet, California, which is more particularly described on Attachment "A," hereinafter known as the ("Premises"). Landlord reserves to itself the right to use and occupy those portions of the Premises not expressly leased to Tenant and all common areas.

2. **Term and Termination.** This Agreement shall commence on May 22, 2012, and shall continue until October 23, 2012 ("Expiration Date") unless extended or sooner terminated as provided in this Agreement. This period shall be known as the ("Term").

2.1. **Termination.** This Agreement shall expire on the Expiration Date. The Agreement may be earlier terminated by either party for any reason upon thirty (30) days' prior written notice to the other party.

2.2 **Further Obligations.** Upon expiration or termination of this Agreement, as hereinabove provided, neither party shall have any further obligation hereunder, except for obligations occurring prior to the date of termination and obligations, promises, or covenants herein which expressly extend beyond the Term of this Agreement.

3. **Rent.** On the first day of the Term, Tenant shall pay to Landlord rent for the entire Term, in advance, in the amount of one thousand eight hundred dollars

(\$1,800). In the event that the Term is extended, the parties shall negotiate a new rental rate.

4. **Landlord Obligations.**

4.1. **Utilities.** Landlord shall furnish, at Landlord's cost, all utilities reasonably necessary for the Premises, including electricity, heating, air conditioning, water, and sewer, as well as refuse removal, and general grounds maintenance.

4.2. **Tenant Access.** Tenant and Tenant's officers, agents, employees, and licensees (collectively, "Tenant's Representatives") shall be permitted to use the Premises 24-hours a day and 365 days a year.

4.3. **Tenant Quarters.** Landlord will provide Tenant with the exclusive use of two bedrooms and one bathroom on the Premises ("Tenant's Quarters") as indicated on Attachment "A". Landlord reserves for itself the exclusive use of the master bedroom and master bathroom on the Premises.

4.4. **Tenant Common Area Rights.** Landlord grants to Tenant and Tenant's Representatives the non-exclusive right throughout the Term to use the Common Areas, as indicated on Attachment "A", in common with Landlord. The Common Areas are defined as those areas and facilities on the Premises provided for the general use and convenience of the occupants of the Premises, including, without limitation, kitchen, dining room, entryways, lobbies, elevators, service corridors, service areas, and trash disposal facilities.

4.5. **Parking.** Landlord will make available to Tenant non-exclusive parking spaces (i) in front of the apparatus bay for parking of two (2) ambulances and/or paramedic vehicles as indicated on Attachment "A", and (ii) adjacent to the Tenant's Quarters in the common parking areas indicated on Attachment "A" for Tenant's crew and guests.

5. **Tenant's Obligations.**

5.1. **Tenant's Use of the Premises.** Tenant's use of the Premises shall comply with the following:

5.1.1. Emergency Medical Service & Medical Transport. Tenant shall utilize the Premises for the routine provision of the normal and customary emergency medical service and medical transport services that Tenant currently provides within the City. Landlord acknowledges that Tenant may provide emergency medical services and medical transport services outside of the City and within the region, as determined by Tenant. City and Tenant anticipate that Tenant will staff the Premises with at least one ambulance crew on a full time basis.

5.1.2. Limitations of Use. Tenant agrees not to commit or permit any act to be performed on the Premises, or Landlord's underlying or surrounding real property, or any omission to occur which will be in violation of any statute, regulation, or ordinance of any governmental body. Tenant agrees not to commit or permit any act to be performed on the Premises, or Landlord's underlying or surrounding real property, or any omission to occur which will increase the insurance rate on the Premises, or Landlord's underlying or surrounding real property, or which will be in violation of any

insurance policy carried on the Premises, or Landlords underlying or surrounding real property, by Landlord. Tenant shall not disturb other occupants of the Premises by making any undue noise or otherwise and shall not do or permit to be done in or about the building anything which would be a nuisance or dangerous to other occupants or visitors. Tenant will not use, store, keep, or permit any hazardous, toxic, explosive, or flammable substances on the Premises, or Landlords underlying or surrounding real property, without the express written consent of Landlord.

5.2. **Tenant Communication Needs.** Tenant, at its sole cost and expense, may provide for the installation and use on the Premises of separate lines and facilities for all of its communication needs, including, but not limited to, telephones, dispatch and other systems. Landlord shall provide reasonable access for such communication facilities, provided that Tenant's installation and/or maintenance and operation of said facilities shall not interfere with Landlord's operation of its communication systems.

5.3. **Tenant Paid Fees and Taxes.** Tenant shall pay (i) any fee, license fee, license tax, business license fee, commercial rental tax, levy, charge, assessment, penalty or tax imposed by any taxing authority against the Property and the Premises due to Tenant's operations allowed hereunder and any increase in Landlord's insurance premiums related to Tenant's operations allowed hereunder. Landlord shall pay the cost of all natural gas, heat, light, power, sewer service, water, refuse disposal and other utilities and services supplied to the Property and the Premises.

5.4. **Quarters and Common Areas.** Tenant's personnel shall maintain the Tenant's Quarters in a neat and clean condition meeting the requirements of the City Fire Chief. Tenant's personnel will restore the Common Areas to a clean condition after their use of the Common Areas. Tenant may not modify the Tenant's Quarter's or Common Areas, or any other portion of the Premises, without the prior written consent of Landlord.

5.5. **Maintenance and Repairs.** Tenant shall be responsible for all routine maintenance of the Tenant Quarters and Common Areas. Tenant shall repair any damage or undue wear and tear caused by Tenant's personnel on the Premises. Tenant shall replace or repair any furniture, fixtures or equipment damaged by Tenant's personnel.

5.6. **Personnel Issues.** Tenant's personnel shall conduct themselves in a manner that is consistent with Tenant's Operational Guide: Guide # 1000 "Conduct and Behavior" and Guide # 3900 "Visitors at Station/Comfort Areas," collectively incorporated herein by reference as Attachment "B".

5.7. **Vehicle & Premises Security.** Tenant shall be responsible for the security of its own vehicles and security of the Premises and shall maintain such security in compliance with Tenant's Operational Guide: Guide 4000 "Station/Vehicle Security" attached hereto and incorporated herein by reference as Attachment "B".

5.8. **New Facilities.** In the event Landlord develops new facilities on the Premises and/or modifies existing facilities located thereon, Tenant and its personnel shall conduct its operations thereon in a manner which reasonably minimizes the impact on such activities by Landlord.

5.9. **Operating Requirements.** Tenant shall fully comply with all applicable provisions of law and other rules and regulations of any and all governmental authorities related to licensure, regulation and operation of privately provided emergency medical services and emergency medical transport of persons and any applicable protocols developed by the state, county and local governments.

5.10. **Indemnification.** Except as to the acts or omissions of Landlord, Landlord's officers, agents, employees, subcontractors and any other person or persons under Landlord's direct supervision and control, Tenant shall defend, indemnify and hold Landlord and its officers, agents, or employees harmless from and against all losses and expenses (including costs and attorneys' fees), damages, claims, actions or causes of action in any way connected with or arising out of Tenant's occupancy and/or use of the Premises to the maximum extent permitted by law.

5.11. **Hazardous Materials.** Tenant, at Tenant's sole cost and expense, will comply with the requirements of all governmental regulations and all public liability, fire and other policies of insurance covering the Premises, or Landlord's underlying or surrounding real property, in any way relating to or connected with the treatment, production, storage, handling, transfer, processing, transporting, use, disposal, and release of hazardous substances, or toxic matter ("Restricted Activities"). Tenant will be solely responsible for and will defend, indemnify, and hold Landlord and its agents, successors, and assigns harmless from and against all claims, actions, damages, liabilities, and expenses (including attorneys' fees) arising out of or in connection with the (1) Restricted Activities by Tenant or Tenant's Representatives and (2) the removal, cleanup, and restoration work and materials necessary to return the Premises, or Landlord's underlying or surrounding real property, to its condition prior to the Restricted Activities. Tenant's obligations will survive the expiration or termination of this Agreement.

6. **Landlord's Access.** Landlord, Landlord's employees, and its agents shall have access to the Property at all times for the purpose of inspection, cleaning, repairing, altering, or improving the Premises and Landlord's underlying or surrounding property or to exhibit the Premises, or Landlord's underlying or surrounding real property, to prospective tenants, purchasers or others. Nothing in this paragraph shall be interpreted as requiring Landlord to perform any act independent of the requirements of the other provisions of this Agreement.

7. **Warranties of Title and Quiet Possession.** Landlord warrants that it has the full right to make this Agreement subject to the terms of this Agreement, and Tenant shall have quiet and peaceable possession of the Premises during the Term of this Agreement as against the acts of all parties claiming title to, or a right to possession of, the Property.

8. **Assignment and Subletting.** Tenant may not assign or transfer this Agreement or any interest in this Agreement or any portion of this Agreement without the prior written consent of Landlord in each instance. Tenant may not sublet the Premises or any part of the Premises without the prior written consent of Landlord in each instance. This provision shall apply to any assignment, transfer, or sublease of this Agreement or of the Premises, whether by voluntary act, operation of law or otherwise. Landlord shall not unreasonably withhold consent to assign. No assignment, transfer, or sublease shall release Tenant of his or her obligations under this Agreement.

9. **Landlord May Assign.** Landlord's rights to assign this Agreement are and shall remain unqualified. No assignment by Landlord shall release Landlord of any of its obligations under this Agreement for any time prior to the date of assignment.

10. **Fire or Other Casualty.** If fire or other casualty renders the Premises untenable, this Agreement shall terminate immediately; subject to the limitation that, if the Premises can be repaired within ninety (90) days from the date of such event, then, at Landlord's option, by notice in writing to Tenant, mailed within thirty (30) days of the event which rendered the Premises untenable, this Agreement shall remain in full effect, but the rent for the period shall be abated until the Premises are repaired. The rent abatement provided in this paragraph shall not apply if the cause of the casualty or destruction was due to the careless or willful acts of Tenant, or of Tenant's employees, agents, or family members.

11. **Rules and Regulations.** Landlord, by and through its Fire Chief, may, from time to time, promulgate rules and regulations regarding the Premises and the building, in which it is situated, including the common areas and the use thereof. Tenant and Tenant's employees, agents, invitees, and licensees shall comply with all such rules and regulations as are so promulgated.

12. **Insurance.** Tenant shall provide, at Tenant's expense, general liability coverage with respect to the Premises and Tenant's business in amounts and through insurers satisfactory to Landlord. Tenant shall, at Landlord's request, provide satisfactory documentation of such insurance coverage and agrees to notify Landlord in writing within five (5) days of any cancellation, non-renewal, termination, limitation, or modification affecting the insurance coverage required in this paragraph. Tenant shall maintain, at Tenant's cost, insurance on the contents of the Premise that are owned by Tenant. Tenant shall indemnify Landlord and hold it harmless from any and all liability, loss, damage, and expense, including attorneys' fees and court costs that may be claimed against Landlord or Landlord's property, arising in any manner from the business of Tenant or from the use, occupancy or operation of the Premises by Tenant, or by Tenant's employees, agents, contractors, invitees, licensees or anyone for whose acts Tenant is responsible or resulting from any breach of this Agreement by Tenant.

13. **Surrender.** On the last day of the Term of this Agreement or upon earlier termination, Tenant shall surrender the Premises in good condition and repair, reasonable wear and tear excepted. Tenant shall, at his or her expense, remove all personal property owned by Tenant from the Premises, and any property not removed shall be deemed abandoned. All alterations, additions, and fixtures, which have been made or installed by either Landlord or Tenant, shall remain as Landlord's property and shall be surrendered with the Premises.

14. **Holding Over.** Tenant shall have no right to hold-over.

15. **Default of Tenant.** A default by Tenant under this Agreement shall occur if any of the following occur, but a default is not limited to the following:

15.1. Tenant fails to provide insurance as required by this Agreement and the default continues for more than ten (10) days after notice from Landlord;

15.2. Tenant violates or defaults in any of the other covenants, agreements, stipulations, or conditions herein and such violation or default shall continue for a period of thirty (30) days after written notice from Landlord of such violation of default;

15.3. If Tenant shall become insolvent, make an assignment for the benefit of his or her creditors, or if a receiver is appointed for Tenant;

15.4. If any guarantor of this Agreement shall become insolvent, make an assignment for the benefit of its creditors, if a receiver is appointed for the guarantor, files a voluntary bankruptcy proceeding or has an involuntary bankruptcy petition against the guarantor which is not dismissed within one hundred twenty (120) days; or

15.5. Abandonment of the Property by Tenant (any absence by Tenant for more than seven (7) days without notice to Landlord shall be presumed to be abandonment).

16. **Landlord's Remedies Upon Tenant's Default.** In the event of any default on the part of the Tenant, Landlord shall have the right to exercise any other right or remedy that it has, according to law, and, in addition, Landlord may resume possession of the Premises and release the same for the remainder of the Term thereof, for the account of the Tenant; but the Tenant shall nevertheless be liable to the Landlord for any rental payments provided for herein for the remaining portion of the Term and all expenses, including court costs, attorney fees' and related costs occasioned by the default of the Tenant, less the net rentals received from other parties for the use of the said Premises. Nothing in this paragraph shall be interpreted to release Tenant from any liability for any indemnification provided to Landlord under this Agreement for any occurrence or omission prior to the date of termination of this Agreement.

17. **Default of Landlord.** Landlord shall not be deemed to be in default under this Agreement until Tenant has given Landlord written notice specifying the nature of the default and until Landlord fails to cure such default within thirty (30) days after receipt of such notice or within such reasonable time thereafter as may be necessary to cure such default where such default is of such a character as to reasonably require more than thirty (30) days to cure.

18. **Waiver of Subrogation.** Each party hereto does hereby remise, release, and discharge the other party hereto and any officer, agent, employee or representative of such party, of and from any liability whatsoever hereafter arising from loss, damage, or injury caused by fire or other casualty for which insurance (permitting waiver of liability and containing a waiver of subrogation) is carried by the injured party at the time of such loss, damage or injury to the extent of any recovery by the injured party under such insurance.

19. **Personal Property at Tenant's Risk.** All personal property including fixtures kept, stored, or maintained on the Property shall be so kept, stored, or maintained at the sole risk of Tenant.

20. **No Partnership, Joint Venture or Principal/Agent Relationship Created.** Nothing in this Agreement shall be interpreted as creating a partnership, joint venture, or relationship of principal and agent between the parties.

21. **Cumulative Rights.** No right or remedy given in this Agreement to Tenant or Landlord is intended to be exclusive of any other right or remedy hereof provided by law. Each right and each remedy shall be cumulative and in addition to every other right or remedy given in this Agreement now or hereafter existing at law or in equity or by statute.

22. **Subordination.** This Agreement shall be subordinate to any mortgage, trust deed, or other security instrument hereafter now on or placed on the Property by Landlord. Tenant shall execute and deliver to Landlord all instruments necessary or required to evidence such subordination, and if Tenant fails to do so, Tenant hereby appoints Landlord as its attorney in fact to execute such documents as may be required to accomplish such subordination.

23. **Miscellaneous.**

Notice. Any notice required to be given by this Agreement shall be sufficient if in writing and personally delivered to the addressee or, if mailed, by United States mail, first class, postage prepaid, to

Landlord:

Fire Chief
City of Hemet Fire Department
510 E. Florida Ave.
Hemet, CA 92543

Tenant:

Operations Manager
American Medical Response
208 E. Devonshire Ave.
Hemet, CA 92543

24. **Successors and Assigns.** This Agreement shall be binding on and shall inure to the benefit of the parties to this Agreement and their respective assigns, executors, heirs, personal representatives, and successors.

25. **Amendment.** No amendment of this Agreement shall be valid unless it is in writing and signed by the parties, and unless it specifies the nature and extent of the amendment.

26. **Severable Provisions.** Each provision, section, sentence, clause, phrase, and word of this Agreement is intended to be severable. If any provision, section, sentence, clause, phrase, or word hereof is illegal or invalid for any reason whatsoever, such illegality or invalidity shall not affect the validity of the remainder of this Agreement, unless to do so would materially and substantially impair the rights or duties of the parties.

27. **Entire Agreement.** This Agreement contains the entire understanding of the parties hereto with respect to the transactions contemplated herein and supersedes

all prior agreements and understandings between the parties with respect to such subject matter.

28. **Duplicate Originals.** This Agreement may be executed in several originals, but all copies shall be only one Agreement.

29. **Captions, Headings, or Titles.** All captions, headings, or titles in the paragraphs or sections of this Agreement are inserted for convenience of reference only and shall not constitute a part of this Agreement as a limitation of the scope of the particular paragraphs or sections to which they apply.

30. **Waiver.** Any waiver by any party of default of any other party of this Agreement shall not affect or impair any right arising from any subsequent default. No custom or practice of the parties which varies from the terms of this Agreement shall be a waiver of any parties' right to demand exact compliance with the terms of this Agreement.

31. **Governing Law.** This Agreement shall be construed and enforced in accordance with the laws of the state of California.

IN WITNESS WHEREOF, the undersigned parties have executed this Agreement in duplicate on the date set forth below the respective names.

CITY OF HEMET

AMERICAN MEDICAL RESPONSE

By: _____
Brian Nakamura, City Manager

By: _____

Its:

Date: _____

Date: _____

By: _____

Its:

Date: _____

ATTEST:

Sarah McComas, City Clerk

APPROVED AS TO FORM:

Eric S. Vail, City Attorney

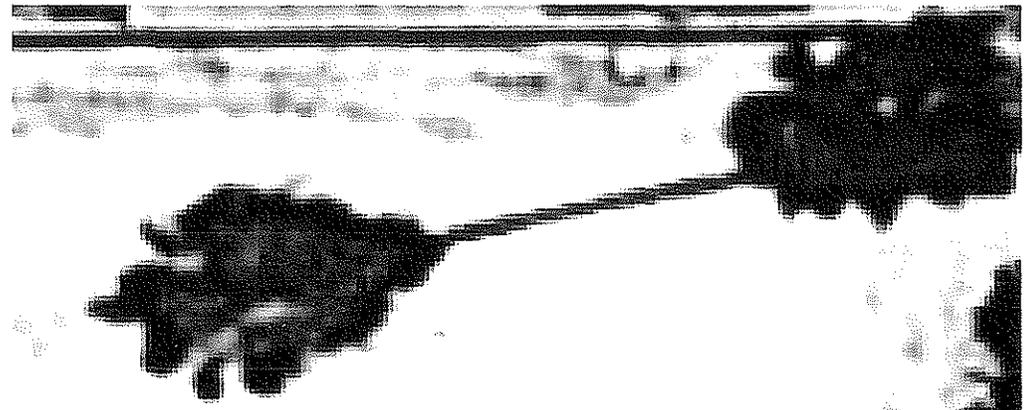
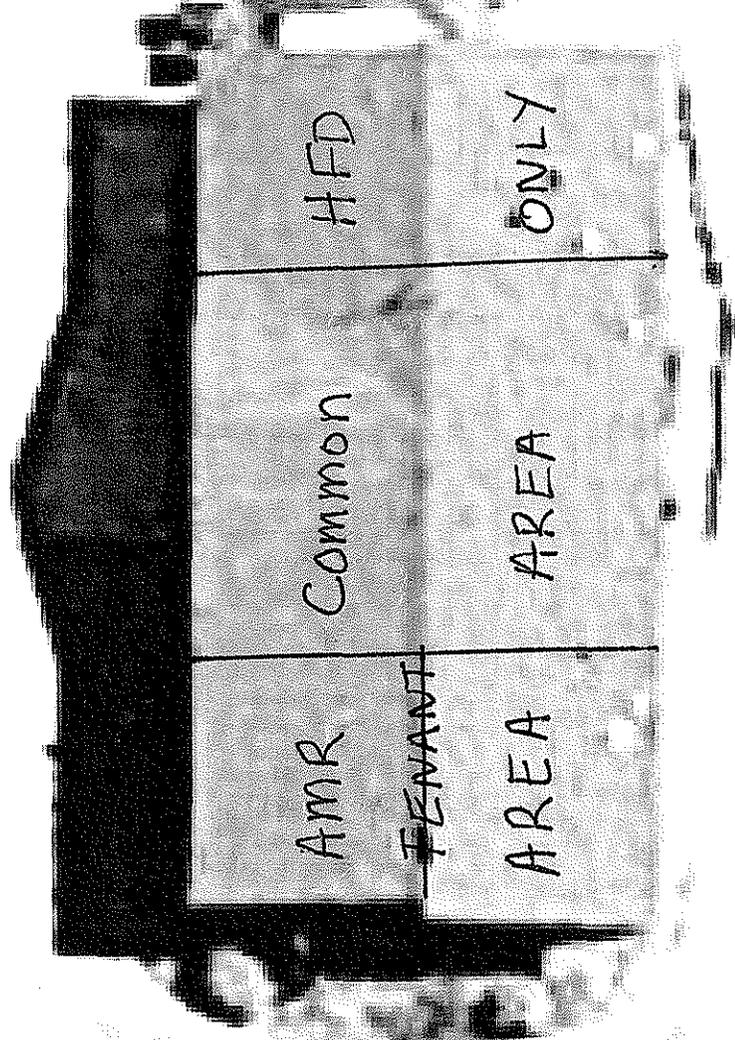
ATTACHMENT "A"
(Premises Diagram)

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Common

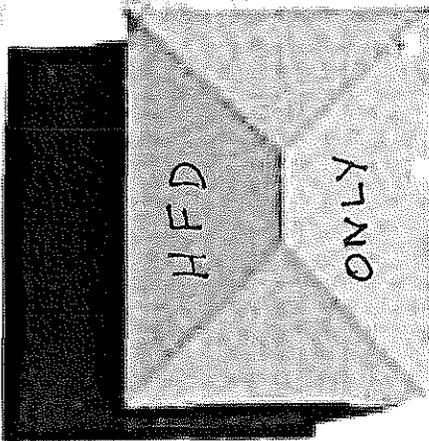
PARKING

AREA

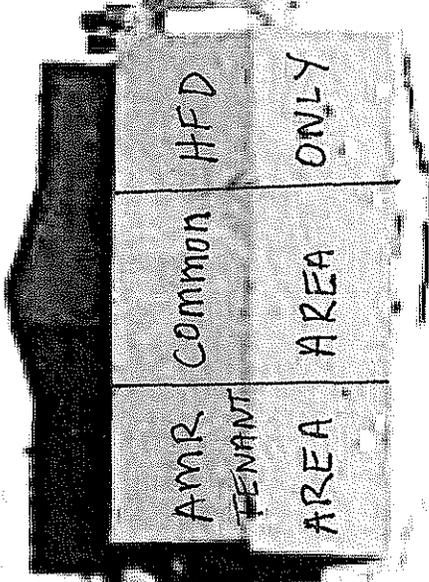


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1
Ambulance
Parking 2



HFD PARKING

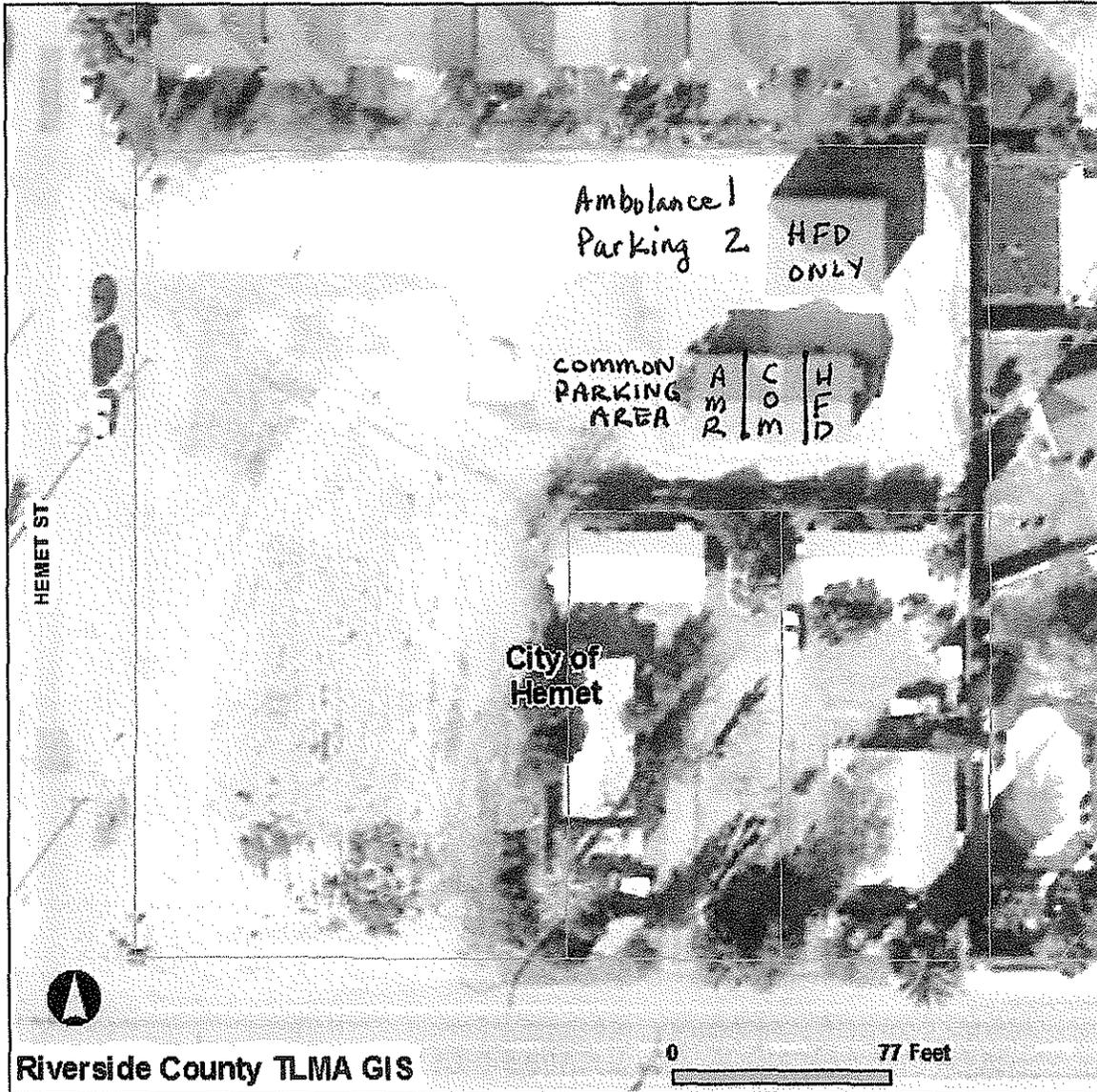


© 2012 Google

1996

33°44'54.96" N 116°55'22.47" W elev 1710 ft

RIVERSIDE COUNTY GIS



IMPORTANT

Maps and data are to be used for reference purposes only. Map features are approximate, and are not necessarily accurate to surveying or engineering standards. The County of Riverside makes no warranty or guarantee as to the content (the source is often third party), accuracy, timeliness, or completeness of any of the data provided, and assumes no legal responsibility for the information contained on this map. Any use of this product with respect to accuracy and precision shall be the sole responsibility of the user.

REPORT PRINTED ON...Tue May 01 08:14:40 2012

Version 120118



ATTACHMENT "B"
(Tenant's Operational Guide – Selected Portions)



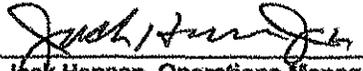
Operational Guideline

Guide #: 1000

Effective Date: 4/25/00
(Revised 08/01/08)

APPLICABLE TO DEPARTMENTS: All


Thomas McEntee, General Manager


Jack Hansen, Operations Manager

CONDUCT AND BEHAVIOR

American Medical Response's relationship with hospitals, police/fire agencies, and non-acute care facilities, is unique in the sense that the majority of its business is derived from these sources. Consequently, it is of utmost importance that all personnel recognize this fact and conduct themselves accordingly.

Your actions are perceived by others as representative of the Company. If you create a good impression, then you have given a good impression of the Company. It is important to understand AMR's mission "is to make a difference by caring for people in need". A sure way to accomplish putting forth a good impression is to practice common courtesy at all times, including with your fellow employees. To be recognized as a professional, it is first necessary to conduct yourself as one. A positive relationship begins with one choosing to have a positive attitude. It would be impossible to list all items, which could reflect a negative relationship and attitude on behalf of each employee or this Company. However, the following list represents a few areas, which this Company believes is necessary to promote a positive relationship. Such required conduct is neither restrictive nor difficult and this Company will require adherence to its general concepts.

1. Profanity, racial or sexual slurs, gestures, or abusive language is not acceptable at any time.
2. When at a scene, always promote a cool, calm and reassuring atmosphere.
3. Rudeness, sarcasm, impatience, impoliteness, hostility, or impropriety by any employee will not be tolerated. Always remember that when you are on the premises of a facility, you are an invited guest.
4. Do not engage in arguments with patients or their relatives, agencies, hospitals, fellow employees or employees of any other company.
5. Do not engage in physical violence at any time. No employee shall involve themselves in any sort of mutual combat or fighting while on duty, en route to or leaving from duty, on or about the premises or property of the company, or while wearing any uniform/insignia or the like that identifies oneself with American Medical Response.
6. Sexually oriented magazines, books, or paraphernalia are prohibited from all company vehicles and company facilities.
7. No drugs, alcoholic beverages, weapons, etc., are allowed while on duty or in company vehicles or company facilities.
8. In keeping with our intent to provide a safe and healthful work environment, the use of tobacco, in any form, is not permitted in any space and/or vehicle leased or owned by AMR. Furthermore, the use of any tobacco product while in the view of the public is strongly discouraged.

9. Eating and/or drinking are prohibited during transport of patients.
10. No radio or music is allowed in the patient compartment during transport of patients unless the patient so requests. It is expected that the volume in the cab area shall be kept at reasonable levels at all times so not to disrupt patient care, radio traffic, and/or communications between driver and attendant.
11. While on duty, employees are not to enter establishments, which may be perceived by the general public as being inappropriate, This includes but is not limited to bars, adult bookstores, liquor stores etc., except in the performance of duty.
12. Employees are not to wear their Company uniform while off duty except when driving to or from work or a company-sponsored event.
13. While off duty but attending any function as an employee of the company, employees will conduct themselves in a professional manner as if they were on duty, (i.e. tape critiques, C.E. lectures).
14. Employees are responsible for their respective work environment including all company owned or assigned vehicles, medical equipment, office equipment, facilities, and furnishings. Any loss or damage to such company properties wherein the employee has been determined to have caused such loss or damage through gross negligence may be held personally liable for repairs and/or replacements of such property.
15. Unless specifically authorized by an Operational Supervisor, on-duty personnel are not permitted to engage in outside activities of a recreational, entertainment, or political nature. These activities include, but are not limited to, bowling, health club activities, concerts, shows, rallies, parties, picnics, sporting events, parades, athletic events, or any activities not having a relationship to AMR business as defined by Management.
16. Employees are prohibited from engaging in malicious gossip or false accusations, which tend to destroy relations between the company and/or its employees as well as ancillary agencies.
17. Sleeping while on duty is strictly prohibited for employees that work any shift other than a 24-hour shift. Employees working other than 24-hour shifts are expected to report to work fully rested and ready to complete their shift. It is understood there are exceptions to this rule, i.e. back-to-back shifts where sleep is necessary. In these cases consultation with an Operations Supervisor is advised.
18. Crews must remain within a one (1) mile radius of their designated post location and must always report their actual true location upon request of the communications center. Failure to adhere to these guidelines may result in disciplinary action up to and including termination.

Because of our role in the community, it is necessary for us to maintain high standards of conduct and performance. High standards of conduct should also be adhered to in dealing with fellow employees. If these high standards cannot be met it may be necessary to affect a course of disciplinary action, which could include termination of employment.



Operational Guideline

Guide #: 3900

Effective Date: 4/25/00
(Revised 08/01/08)

APPLICABLE TO DEPARTMENTS: All

A handwritten signature in black ink, appearing to read "Tom McEntee".

Thomas McEntee, General Manager

A handwritten signature in black ink, appearing to read "Jack Hansen".

Jack Hansen, Operations Manager

VISITORS AT STATION/COMFORT STATIONS

While we recognize the necessity of having friends and loved ones able to visit during the time that crews are on duty, our greater priorities must be the timely provision of emergency services, station security, and consideration of both crew members' needs and wishes. We invite crew members to have friends and loved ones visit with them when they are on duty, but require that the visits be kept within reason and the following guidelines be adhered to so as to avoid conflicts with the above considerations.

Visitors are considered friends and relatives but exclude sales persons and/or solicitors. Solicitations or attempts to sell materials or services to employees while on duty is expressly forbidden.

Visitors at the stations are permitted as follows:

Monday through Friday	1700 hrs – 2000 hrs
Saturday, Sunday, and Holidays	12 Noon – 2000 hrs

All visitors are welcome at the main facility between the hours of 0800 – 2000 hrs.

The following individuals are permitted to visit ambulance stations at anytime: government officials, fire inspectors, utility employees (gas, electric, etc.), students/ride-alongs (with prior approval from management).

Visitors are allowed to be at the station only if all on-duty employees agree. No visitors may remain at the station while the crew is out of the station. All AMR units that are housed in city and/or county fire stations shall abide by that departments policy as it pertains to visitors.

Crew members who have been relieved by the on-coming crew are not to remain at the station longer than one (1) hour after the end of their shift unless prior approval is obtained from local management.

Visitors should park in appropriate areas around the stations. It is the crew members' responsibility to ensure that their visitors do not park in customer parking, handicap spaces, along red curbs, or in any other space that is designated for other tenants.



Operational Guideline

Guide #: 4000

Effective Date: 4/25/00
(Revised 09/21/11)

APPLICABLE TO DEPARTMENTS: Support Services/Field


Thomas McEntee, General Manager


Jack Hansen, Operations Manager

STATION/VEHICLE SECURITY

Ambulances, by nature, are sensitive pieces of equipment, and contain thousands of dollars worth of equipment that must function every time it is needed. The performance of the equipment will often affect a patient's outcome. Therefore, unauthorized parties should not gain access to a unit through carelessness by the crew.

In addition, ambulances are often allowed into high security areas (i.e., power plants, police stations, military installations) with minimal scrutiny; thus making them highly desirable targets for theft or acts of terrorism.

The ambulance unit has potential value to many people, thereby requiring a high awareness of security. To minimize theft, the crew shall keep the keys with them at all times. The crew is required to lock the unit when unattended. A crew member must accompany ride-alongs and other visitors whenever they are present. Ride-alongs and visitors must never be left alone in the unit or the station.

All ALS equipment stored in the ambulance will be secured with tamper proof "zip tie" type locks immediately following equipment check out. These tamper proof locks will be placed on medical bags, cabinet doors and any other container holding ALS supplies on the unit.

A secure station will discourage unauthorized entry. Whenever the last crew member leaves a station, that person is responsible for closing and locking all windows and doors and turning off all unnecessary electronic equipment or appliances. Personal or company equipment should be returned to its proper place after use and secured. To prevent loss or theft, all cleaning supplies, (e.g., water hoses, wash buckets, long-handled scrub brushes) should be secured before leaving the station.

AMR is not responsible for any damage and /or loss of any personal property.



CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)
05/07/2012

THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AFFIRMATIVELY OR NEGATIVELY AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW. THIS CERTIFICATE OF INSURANCE DOES NOT CONSTITUTE A CONTRACT BETWEEN THE ISSUING INSURER(S), AUTHORIZED REPRESENTATIVE OR PRODUCER, AND THE CERTIFICATE HOLDER.

IMPORTANT: If the certificate holder is an ADDITIONAL INSURED, the policy(ies) must be endorsed. If SUBROGATION IS WAIVED, subject to the terms and conditions of the policy, certain policies may require an endorsement. A statement on this certificate does not confer rights to the certificate holder in lieu of such endorsement(s).

PRODUCER MARSH USA INC. 1225 17TH STREET, SUITE 2100 DENVER, CO 80202-5534 Attn: Denver.CertRequest@marsh.com/212-948-4381 (Fax)	CONTACT NAME: _____	
	PHONE (A/C, No, Ext): _____ FAX (A/C, No): _____ E-MAIL: _____ ADDRESS: _____	
INSURED AMERICAN MEDICAL RESPONSE WEST 1041 FEE DRIVE SACRAMENTO, CA 95815	INSURER(S) AFFORDING COVERAGE	NAIC #
	INSURER A: ACE American Insurance Company	22667
	INSURER B: Indemnity Insurance Co of North America	
	INSURER C: Lexington Insurance Company	19437000
	INSURER D:	
	INSURER E:	
INSURER F:		

COVERAGES **CERTIFICATE NUMBER:** SEA-002177628-14 **REVISION NUMBER:** 3

THIS IS TO CERTIFY THAT THE POLICIES OF INSURANCE LISTED BELOW HAVE BEEN ISSUED TO THE INSURED NAMED ABOVE FOR THE POLICY PERIOD INDICATED. NOTWITHSTANDING ANY REQUIREMENT, TERM OR CONDITION OF ANY CONTRACT OR OTHER DOCUMENT WITH RESPECT TO WHICH THIS CERTIFICATE MAY BE ISSUED OR MAY PERTAIN, THE INSURANCE AFFORDED BY THE POLICIES DESCRIBED HEREIN IS SUBJECT TO ALL THE TERMS, EXCLUSIONS AND CONDITIONS OF SUCH POLICIES. LIMITS SHOWN MAY HAVE BEEN REDUCED BY PAID CLAIMS.

INSR LTR	TYPE OF INSURANCE	ADDL/SUBR INSR	WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS
A	<input checked="" type="checkbox"/> GENERAL LIABILITY <input checked="" type="checkbox"/> COMMERCIAL GENERAL LIABILITY <input type="checkbox"/> CLAIMS-MADE <input checked="" type="checkbox"/> OCCUR <input checked="" type="checkbox"/> SIR \$250,000 GEN'L AGGREGATE LIMIT APPLIES PER: <input type="checkbox"/> POLICY <input type="checkbox"/> PRO-JECT <input type="checkbox"/> LOC			XSLG27008872	03/31/2012	03/31/2013	EACH OCCURRENCE \$ 2,750,000 DAMAGE TO RENTED PREMISES (Ea occurrence) \$ 100,000 MED EXP (Any one person) \$ PERSONAL & ADV INJURY \$ 2,750,000 GENERAL AGGREGATE \$ 10,000,000 PRODUCTS - COMP/OP AGG \$ 2,750,000 \$
	A	<input checked="" type="checkbox"/> ANY AUTO <input type="checkbox"/> ALL OWNED AUTOS <input type="checkbox"/> HIRED AUTOS <input type="checkbox"/> SCHEDULED AUTOS <input type="checkbox"/> NON-OWNED AUTOS		ISAH08695556	03/31/2012	03/31/2013	COMBINED SINGLE LIMIT (Ea accident) \$ 5,000,000 BODILY INJURY (Per person) \$ BODILY INJURY (Per accident) \$ PROPERTY DAMAGE (Per accident) \$ \$
C	<input checked="" type="checkbox"/> UMBRELLA LIAB <input checked="" type="checkbox"/> OCCUR <input type="checkbox"/> EXCESS LIAB <input type="checkbox"/> CLAIMS-MADE <input type="checkbox"/> DED <input type="checkbox"/> RETENTION \$			6796605 GL ONLY	03/31/2012	03/31/2013	EACH OCCURRENCE \$ 25,000,000 AGGREGATE \$ 25,000,000 \$
B	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY <input type="checkbox"/> ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH) If yes, describe under DESCRIPTION OF OPERATIONS below		Y/N	WLRC46785599 AOS SCFC46785678 WI WLRC46785551 AZ, CA, MA WCUC46785630 EX WC (OH/WA)*	03/31/2012 03/31/2012 03/31/2012 03/31/2012	03/31/2013 03/31/2013 03/31/2013 03/31/2013	<input checked="" type="checkbox"/> WC STATUTORY LIMITS <input type="checkbox"/> OTHER E.L. EACH ACCIDENT \$ 1,000,000 E.L. DISEASE - EA EMPLOYEE \$ 1,000,000 E.L. DISEASE - POLICY LIMIT \$ 1,000,000
C	HEALTH CARE PROFESSIONAL LIABILITY (CLAIMS MADE)			6796605	03/31/2012	03/31/2013	EA OCC/GEN AGG 20,000,000 SIR 3,000,000

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (Attach ACORD 101, Additional Remarks Schedule, if more space is required)

The City of Hemet is named as an additional insured on the General Liability and Auto Liability policies as required by written contract.

CERTIFICATE HOLDER

Hemet Valley Ambulance Service, Inc.
 Attn: Michelle Keller
 208 E. Devonshire Avenue
 Hemet, CA 92543

CANCELLATION

SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS.

AUTHORIZED REPRESENTATIVE
 of Marsh USA Inc.
 Sharon A. Hammer *Sharon A. Hammer*

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AGENCY CUSTOMER ID: 850539

LOC #: Denver



ADDITIONAL REMARKS SCHEDULE

Page 2 of 2

AGENCY MARSH USA INC.		NAMED INSURED AMERICAN MEDICAL RESPONSE WEST 1041 FEE DRIVE SACRAMENTO, CA 95815	
POLICY NUMBER		EFFECTIVE DATE:	
CARRIER	NAIC CODE		

ADDITIONAL REMARKS

THIS ADDITIONAL REMARKS FORM IS A SCHEDULE TO ACORD FORM,
FORM NUMBER: 25 FORM TITLE: Certificate of Liability Insurance

*\$1,000,000 SIR APPLIES TO EXCESS WC POLICY NO. WCUC46478927

INSURER: A - ACE AMERICAN INSURANCE COMPANY
POLICY #: ISAH08693298
COVERAGE: AUTOMOBILE LIABILITY (NY)
POLICY TERM: 01/01/12 TO 01/01/13
LIMIT: \$50,000 COMBINED SINGLE LIMIT

**ADDITIONAL INSURED -
DESIGNATED PERSONS OR ORGANIZATIONS**

Named Insured Emergency Medical Services Corporation			Endorsement Number 2
Policy Symbol ISA	Policy Number H08695556	Policy Period 03/31/2012 to 03/31/2013	Effective Date of Endorsement
Issued By (Name of Insurance Company) ACE American Insurance Company			

The above is required to be completed only when this endorsement is issued subsequent to the preparation of the policy.

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

This endorsement modifies insurance provided under the following:

- BUSINESS AUTO COVERAGE FORM**
- TRUCKERS COVERAGE FORM**
- MOTOR CARRIER COVERAGE FORM**
- GARAGE COVERAGE FORM**
- EXCESS BUSINESS AUTO COVERAGE FORM**
- EXCESS TRUCKERS COVERAGE FORM**

Additional insured(s): Any person or organization whom you have agreed to include as an additional insured under a written contract, provided such contract was executed prior to the date of loss.

- A. For a covered "auto," Who is Insured is amended to include as an "insured," the persons or organizations named in this endorsement. However, these persons or organizations are an "insured" only for "bodily injury" or "property damage" resulting from acts or omissions of:
 - 1. You.
 - 2. Any of your "employees" or agents.
 - 3. Any person operating a covered "auto" with permission from you, any of your "employees" or agents.
- B. The persons or organizations named in this endorsement are not liable for payment of your premium.

NOTICE: THESE POLICY FORMS AND THE APPLICABLE RATES ARE EXEMPT FROM THE FILING REQUIREMENTS OF THE NEW YORK STATE INSURANCE DEPARTMENT.

HOWEVER, SUCH FORMS AND RATES MUST MEET THE MINIMUM STANDARDS OF THE NEW YORK INSURANCE LAW AND REGULATIONS.

Barbara Ouel

Authorized Representative

ADDITIONAL INSURED – DESIGNATED PERSON OR ORGANIZATION

Named Insured Emergency Medical Services Corporation			Endorsement Number 2
Policy Symbol XSL	Policy Number G27008872	Policy Period 03/31/2012 to 03/21/2013	Effective Date of Endorsement
Issued By (Name of Insurance Company) ACE American Insurance Company			

Insert the policy number. The remainder of the information is to be completed only when this endorsement is issued subsequent to the preparation of the policy.

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

This endorsement modifies insurance provided under the following:

EXCESS COMMERCIAL GENERAL LIABILITY POLICY

SCHEDULE

Name of Person or Organization: Any person or organization whom you have agreed to include as an additional insured under a written contract, provided such contract was executed prior to the date of loss.

SECTION II – WHO IS AN INSURED is amended to include as an additional insured the person(s) or organization(s) shown in the Schedule, but only with respect to liability for "bodily injury", "property damage" or "personal and advertising injury" caused, in whole or in part, by your acts or omissions or the acts or omissions of those acting on your behalf.

- A. In the performance of your ongoing operations; or
- B. In connection with your premises owned by or rented to you.

NOTICE: THESE POLICY FORMS AND THE APPLICABLE RATES ARE EXEMPT FROM THE FILING REQUIREMENTS OF THE NEW YORK STATE INSURANCE DEPARTMENT.

HOWEVER, SUCH FORMS AND RATES MUST MEET THE MINIMUM STANDARDS OF THE NEW YORK INSURANCE LAW AND REGULATIONS.

Barbara Duck

Authorized Representative

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AGENDA

21

Staff Report

TO: Honorable Mayor and Members of the City Council

FROM: Joseph Morris, Fire Chief; Brian Nakamura, City Manager *BN*

DATE: June 12, 2012

RE: **WEED ABATEMENT**

RECOMMENDATION:

It is recommended that the City Council conduct a Public Hearing to hear protests and objections to the proposed removal of weeds, rubbish and refuse per Resolution 4500 adopted by City Council on June 12, 2012.

BACKGROUND:

Weed abatement procedures are governed by the provisions of Government Code Sections 39560 *et seq.* On May 4, 2012 the City published notice in the Valley Chronicle to compel landowners to clear their land of weeds, rubbish and refuse. On May 22, 2012, the City adopted Resolution Number 4500 identifying affected property by APN number and declaring weeds, rubbish and refuse as a hazardous condition. The City mailed notices on May 24, 2012 to affected landowners of this declaration of hazardous condition inviting them to attend the June 12, 2012 City Council Meeting where protests and objections may be heard at the Public Hearing.

ANALYSIS:

The Fire Department is conducting the Weed Abatement Program under the provisions of California Government Code Section 39560 *et seq.*, in accord with the provisions of Section 30-31 of the Hemet Municipal Code and Section 1103.2 of the Uniform Fire Code in order to mitigate fire hazards associated with combustible weeds, rubbish and refuse.

Respectfully submitted,

Joseph Morris
Fire Chief

Attachments: Resolution
Exhibit A
Exhibit B



CITY OF HEMET
Hemet, California
RESOLUTION NO. 4500

"A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF HEMET, CALIFORNIA DECLARING A HAZARDOUS CONDITION PURSUANT TO GOVERNMENT CODE SECTIONS 39560 *et seq.* RELATING TO WEEDS, RUBBISH AND REFUSE UPON PARKWAYS OR PRIVATE PROPERTY WITHIN THE CITY."

WHEREAS, the City Council of the City of Hemet has the power and authority pursuant to the provisions of California Government Code Sections 39560 *et seq.* to declare weeds, rubbish and/or refuse growing on parkways or private property a hazardous condition and to abate such hazard as part of its fire prevention activities; and

WHEREAS, it is in the interest of the health, safety and public welfare of the residents of the City of Hemet that the City Council review and determine whether weeds, rubbish and/or refuse growing on parkways or private property within the City of Hemet constitutes a hazardous condition if it does not abate that condition; and

WHEREAS, the City of Hemet has conducted a review of properties located within its boundaries and has determined that weeds, rubbish and/or refuse exists on those properties identified in Exhibit "A" hereto, constituting a fire hazard which must be abated under the provisions of California Government Code Section 39560 *et seq.*; and in accord with the provisions of Sections 30-31 of the Hemet Municipal Code and Section 1103.2 of the Uniform Fire Code.

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

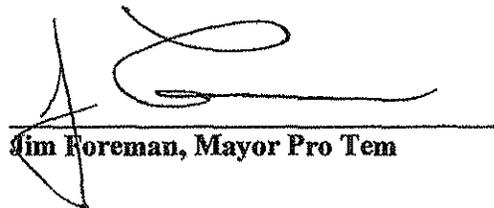
SECTION 1. The City Council of the City of Hemet does hereby find, determine and declare the following:

- (a) All weeds growing upon the parkways or private property in the City constitute a seasonal and recurrent hazardous condition which must be abated under the provisions of California Government Code Sections 39560 *et seq.*; and
- (b) All rubbish and refuse upon parkways or private property in the City constitute a hazardous condition which must be abated under the provisions of California Government Code Sections 39560 *et seq.*; and

- (c) Property located on the streets identified in Exhibit "A" hereto and identified by APN according to the official assessment map have been determined to have weeds, rubbish and/or refuse upon them which must be abated under the provisions of California Government Code Section 39560 *et seq.* and in accord with the provisions of Sections 30-31 of the Hemet Municipal Code and Section 1103.2 of the Uniform Fire Code which has been adopted by the City of Hemet pursuant to Sections 14-151 *et seq.* of the Hemet Municipal Code.
- (d) In the event that any property owner fails to abate each and every hazard described in this Resolution in accordance with the notice attached as Exhibit "B," the City's designated officer is ordered to remove such hazard and cause the cost thereof, plus an administrative charge, to be levied against the affected property as a special assessment lien.

SECTION 2. The City Clerk is hereby ordered to give notice to affected property owners of the City's intention to abate the hazards identified in this Resolution pursuant to the provisions of California Government Code Section 39560 *et seq.* and setting a public meeting at which time any objections to the proposed removal of the weeds, rubbish and/or refuse shall be heard and considered by the City Council at its regularly scheduled meeting on **June 12, 2012**

PASSED, APPROVED, AND ADOPTED this 22nd day of May, 2012.



Jim Foreman, Mayor Pro Tem

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 22nd day of May, 2012 by the following vote:

AYES: Council Members Franchville, Krupa, Smith and Mayor Pro Tem Foreman
NOES:
ABSTAIN:
ABSENT: Mayor Youssef


Sarah McComas, City Clerk

Exhibit A

| APN |
|-------------|-------------|-------------|-------------|-------------|-------------|-------------|-------------|-------------|
| 432-170-019 | 443-192-015 | 443-172-054 | 444-020-003 | 445-122-026 | 446-101-002 | 448-041-014 | 448-440-003 | 454-270-034 |
| 432-170-020 | 443-192-018 | 443-181-001 | 444-020-004 | 445-122-027 | 446-101-003 | 448-041-015 | 448-440-004 | 454-270-035 |
| 438-060-050 | 442-060-027 | 443-181-006 | 444-020-020 | 445-122-031 | 446-104-006 | 448-060-002 | 448-440-017 | 454-322-014 |
| 438-070-003 | 442-060-028 | 443-181-008 | 444-020-024 | 445-150-001 | 446-104-007 | 448-060-003 | 448-450-011 | 455-110-010 |
| 438-080-005 | 442-060-033 | 443-181-037 | 444-020-025 | 445-210-005 | 446-205-008 | 448-060-007 | 448-450-016 | 455-110-013 |
| 438-080-006 | 442-073-019 | 443-181-038 | 444-030-002 | 445-210-008 | 446-231-001 | 448-060-009 | 448-472-001 | 455-110-014 |
| 438-161-007 | 442-084-010 | 443-181-039 | 444-100-008 | 445-220-015 | 446-260-018 | 448-060-010 | 448-472-002 | 455-130-005 |
| 438-161-008 | 442-084-011 | 443-181-040 | 444-100-016 | 445-220-020 | 446-260-022 | 448-060-013 | 448-472-003 | 455-130-006 |
| 438-191-027 | 442-100-001 | 443-181-042 | 444-250-009 | 445-232-018 | 446-260-023 | 448-070-001 | 448-472-004 | 455-130-007 |
| 438-191-028 | 442-160-002 | 443-181-043 | 444-350-002 | 445-232-019 | 446-273-007 | 448-070-002 | 448-472-005 | 455-130-008 |
| 438-240-011 | 442-171-001 | 443-181-045 | 444-350-005 | 445-251-022 | 446-280-005 | 448-070-003 | 448-472-006 | 455-130-010 |
| 439-030-009 | 442-171-002 | 443-181-046 | 444-350-024 | 445-251-024 | 446-280-016 | 448-070-004 | 448-472-007 | 455-130-011 |
| 439-050-028 | 443-030-002 | 443-181-047 | 444-350-034 | 445-252-016 | 446-280-017 | 448-070-005 | 451-072-021 | 455-130-012 |
| 439-050-046 | 443-060-011 | 443-181-050 | 444-350-035 | 445-270-041 | 446-290-014 | 448-070-006 | 451-080-019 | 455-130-015 |
| 439-060-014 | 443-060-017 | 443-201-026 | 444-350-036 | 445-270-042 | 446-290-015 | 448-070-007 | 451-090-007 | 455-130-031 |
| 439-080-004 | 443-080-004 | 443-215-002 | 444-350-037 | 445-270-043 | 446-300-001 | 448-070-008 | 451-100-022 | 455-130-040 |
| 439-080-009 | 443-080-026 | 443-221-023 | 444-360-058 | 445-270-044 | 446-300-002 | 448-070-010 | 451-100-027 | 455-130-041 |
| 439-080-013 | 443-080-035 | 443-234-002 | 444-360-059 | 443-191-026 | 446-300-003 | 448-100-013 | 451-150-018 | 455-130-042 |
| 439-080-056 | 443-080-049 | 443-234-021 | 444-360-071 | 445-270-047 | 446-300-005 | 448-100-014 | 454-020-013 | 455-130-043 |
| 439-090-021 | 443-101-036 | 443-242-003 | 444-360-073 | 445-270-048 | 446-300-008 | 448-100-015 | 454-020-014 | 455-360-001 |
| 439-090-057 | 443-120-002 | 443-244-008 | 444-370-011 | 445-270-049 | 446-300-011 | 448-110-003 | 454-020-015 | 455-360-002 |
| 439-090-059 | 443-131-005 | 443-244-009 | 444-370-015 | 445-270-051 | 446-320-063 | 448-120-001 | 454-020-016 | 455-360-022 |
| 439-090-064 | 443-131-006 | 443-271-003 | 444-370-020 | 445-270-052 | 446-320-064 | 448-120-004 | 454-040-027 | 455-370-005 |
| 439-100-002 | 443-132-012 | 443-271-007 | 444-370-023 | 445-321-018 | 446-321-002 | 448-140-012 | 454-040-029 | 455-370-006 |
| 439-100-006 | 443-132-015 | 443-271-012 | 444-370-026 | 445-340-014 | 447-160-048 | 448-210-023 | 454-050-022 | 455-370-007 |
| 439-100-010 | 443-140-001 | 443-271-013 | 445-030-010 | 445-340-016 | 447-160-063 | 448-250-006 | 454-060-030 | 455-370-008 |
| 439-100-041 | 443-151-004 | 443-271-018 | 445-050-003 | 446-020-036 | 447-160-066 | 448-250-014 | 454-080-040 | 455-370-009 |
| 439-221-002 | 443-152-003 | 443-291-019 | 445-060-014 | 446-043-012 | 447-160-067 | 448-250-015 | 454-080-041 | 455-370-021 |

Exhibit A page 2

| APN |
|-------------|-------------|-------------|-------------|-------------|-------------|-------------|-------------|-------------|
| 455-560-022 | 460-010-002 | 464-270-002 | 465-100-036 | 439-230-005 | 443-171-035 | 444-010-001 | 445-080-008 | 446-073-002 |
| 456-010-022 | 460-010-003 | 464-270-003 | 465-100-037 | 439-230-018 | 443-171-036 | 444-010-003 | 445-080-023 | 446-091-004 |
| 456-010-023 | 460-010-004 | 464-270-004 | 465-110-022 | 439-262-064 | 443-172-044 | 444-020-001 | 445-080-024 | |
| 456-010-025 | 460-010-005 | 464-270-005 | 465-110-023 | 439-331-003 | 443-172-053 | 444-020-002 | 445-112-009 | |
| 456-030-002 | 460-010-006 | 464-270-006 | 465-110-024 | 447-331-052 | 448-310-013 | 454-170-008 | 455-530-073 | |
| 456-030-009 | 460-010-007 | 464-270-008 | 551-122-008 | 447-331-054 | 448-320-006 | 454-180-005 | 455-530-074 | |
| 456-030-015 | 460-010-008 | 464-270-009 | 551-160-005 | 447-331-055 | 448-440-002 | 454-180-007 | 455-560-021 | |
| 456-030-019 | 460-010-009 | 464-300-001 | 551-160-006 | 445-080-001 | 446-073-001 | 447-331-049 | 455-560-022 | |
| 456-030-020 | 460-010-010 | 464-300-002 | 551-170-035 | 456-040-053 | 464-171-021 | 464-312-009 | | |
| 456-030-028 | 460-010-011 | 464-311-001 | 551-190-009 | 456-050-013 | 464-181-014 | 465-100-009 | | |
| 456-030-036 | 460-020-005 | 464-311-002 | 551-190-010 | 456-050-021 | 464-231-001 | 465-100-010 | | |
| 456-030-038 | 460-020-006 | 464-311-003 | 551-190-014 | 456-050-022 | 464-270-001 | 465-100-016 | | |
| 456-030-039 | 460-020-007 | 464-311-004 | 551-190-022 | 445-060-024 | 446-064-017 | 447-331-048 | | |
| 456-030-040 | 460-020-008 | 464-311-005 | 439-222-001 | 443-152-004 | 443-302-016 | | | |
| 456-030-041 | 460-060-009 | 464-311-006 | 439-230-001 | 443-162-013 | 443-304-006 | | | |
| 456-030-042 | 460-161-029 | 464-311-007 | 448-270-006 | 454-100-012 | 455-370-022 | | | |
| 456-040-028 | 460-181-001 | 464-311-008 | 448-310-003 | 454-100-018 | 455-370-034 | | | |
| 456-040-029 | 460-181-002 | 464-311-009 | 464-020-009 | 464-312-006 | 456-040-050 | | | |
| 456-040-030 | 460-242-018 | 464-312-001 | 464-162-015 | 464-312-007 | 456-040-051 | | | |
| 456-040-031 | 460-242-037 | 464-312-002 | 464-171-020 | 464-312-008 | 456-040-052 | | | |
| 456-040-045 | 460-250-022 | 464-312-003 | | | | | | |
| 456-040-046 | 464-020-006 | 464-312-004 | | | | | | |
| 456-040-047 | 464-020-008 | 464-312-005 | | | | | | |

Exhibit B

CITY OF HEMET FIRE DEPARTMENT
510 E. Florida Ave
HEMET, CALIFORNIA 92543
951-765-2450

NOTICE TO DESTROY WEEDS AND REMOVE RUBBISH AND REFUSE

Notice is hereby given that on the 22nd day of May 2012, the City Council of the City of Hemet passed a resolution declaring that noxious or dangerous weeds were growing upon or in front of the property on this street (see attached listing of parcel numbers), and that rubbish and refuse were upon or in front of property on this street, in the City of Hemet and more particularly described in the resolution, and that they constitute a fire hazard which must be abated by the removal of the weeds, rubbish and refuse. Otherwise, they will be removed and the fire hazard abated by the City and the cost of removal assessed upon the land from or in front of which the weeds, rubbish and refuse are removed and will constitute a lien upon such land until paid. Reference is hereby made to the resolution for further particulars. A copy of said resolution is on file in the office of the city clerk.

This notice to remove weeds, rubbish and refuse does not preclude any obligations of the property owner to comply with all State and Federal laws applicable to the property.

All property owners having any objections to the proposed removal of the weeds, rubbish and refuse are hereby notified to attend a meeting of the Hemet City Council to be held on **June 12, 2012** at 7 p.m. when their objections will be heard and given due consideration.

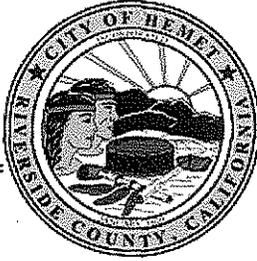
Dated this 22nd day of May 2012.

Joseph Morris

Fire Chief

Sarah Mc Comas

City Clerk



Staff Report

TO: Honorable Mayor and Members of the Hemet City Council

FROM: Mark Orme, Assistant City Manager; Kathye Caines, Acting Sr. Librarian;
Brian Nakamura, City Manager *B*

DATE: June 12, 2012

RE: Ordinance Bill No. 12-042, a Revision of Ordinance No. 1794, Amending the Library Rules of Conduct, and Adoption of Resolution Bill No. 12-043, Setting Fines to be assessed for Violation of the Rules of Conduct

RECOMMENDED ACTION:

That the City Council approves the following:

A. Introduce, read by title only and waive further reading Ordinance Bill No. 12-042, amending Ordinance No. 1794, codifying rules of conduct for the Hemet Public Library entitled:

“AN ORDINANCE OF THE CITY COUNCIL OF THE CITY OF HEMET, CALIFORNIA, ADDING SECTION 42-1.5 TO THE HEMET MUNICIPAL CODE, RELATING TO THE PURPOSE OF THE LIBRARY, AND AMENDING SECTION 42-3 OF THE HEMET MUNICIPAL CODE, MODIFYING THE LIBRARY RULES OF CONDUCT,” and;

B. Adopt Resolution Bill No. 12-043, setting fines to be assessed for violations of the Hemet Public Library Rules of Conduct.

BACKGROUND:

In February 2008, the City Council adopted Ordinance No. 1794, which added rules of conduct to the Hemet Municipal Code as it relates to the Hemet Public Library. These rules were intended to protect the Library’s use for the common benefit of all who wish to enjoy the facility for the purposes of quiet reflection, reading, studying, and using library materials. Since the adoption of those rules, staff has determined that enhancements are necessary, which would strengthen the ability to administer the rules for the public’s benefit.

ANALYSIS:

This **Ordinance**, attachment "A", empowers the City to enforce rules of conduct for the library and will help to ensure a safe and comfortable environment for its users. The ordinance also provides a mechanism through which library users who continually misuse or ignore the library conduct rules can be administratively cited and/or have use privileges temporarily revoked. The specific modifications to the Ordinance are as follows:

The City added a Statement of Purpose, Sec. 42-1.5., which reads as follows:

"The interior public library building is established for the sole purposes of reading, researching, studying, using library materials, and using library meeting and study rooms, and not for the purpose of providing an open forum for the expression of all First Amendment activities. The public library is established for no other purposes other than those purposes stated in the Section 42-1.5. The city may amend this Statement of Purpose at any time."

Staff also made minor modifications to sections in exhibit "B" to ensure the rules are clear and specific. One item that was more clearly defined was 42.3 (d) (3) which went into further detail regarding behavior inside versus outside the library.

The **Resolution**, attachment "B", sets reasonable fines for violations of the rules of conduct. A fine of \$50 for the first violation; \$100 for the second violation, within a twelve month period; and \$250 for each additional violation, within a twelve month period.

The attached **Notice of Violation**, attachment "C" will allow library management to administer this program through a document that is easy to comprehend for the patron and a simple fill-in-the-blank for library staff.

Simply stated, these rules will benefit patrons that actively utilize the library, from day to day. As a father of young children myself, I see this effort to ensure a safe and comfortable environment as a necessity for a City facility, like the library, since it typically attracts individuals (particularly youth) who are intent on learning and improving themselves, for the betterment of our society as a whole. Thus, staff feels it truly necessary to ensure the safest and most protected environment possible is achieved, and these rules will help toward achieving that goal.

COORDINATION & REVIEW:

City Management and Library staff has coordinated with the Library Board and the City Attorney to move this recommendation forward to City Council. Additionally, staff, over the past number of months, have been working with the Police Department as it relates to

the best method of enforcing the Library Code of Conduct, particularly as it relates to administering the citations, and will continue to do so.

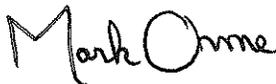
CONSISTENCY WITH ADOPTED GOALS, PLANS, AND PROGRAMS:

Hemet ROCS. As Hemet ROCS continues to move forward in raising the bar of what the community expects of its residents, so too City staff is looking for opportunities to secure reasonable rules for City facilities -- with an ultimate goal of enhancing the environment for productive, responsible citizenry to thrive within.

FISCAL IMPACT:

None.

Respectfully submitted,



Mark Orme
Assistant City Manager

Approved as to form:



Eric S. Vail
City Attorney

Attachments:

- A. Ordinance Bill No. 12-042
- B. Resolution Bill No. 12-043
- C. Notice of Violation of Patron Code – Administrative Citation



CITY OF HEMET
Hemet, California
ORDINANCE BILL NO. 12-042

AN ORDINANCE OF THE CITY COUNCIL OF THE CITY OF HEMET, CALIFORNIA, ADDING SECTION 42-1.5 TO THE HEMET MUNICIPAL CODE, RELATING TO THE PURPOSE OF THE LIBRARY, AND AMENDING SECTION 42-3 OF THE HEMET MUNICIPAL CODE, MODIFYING THE LIBRARY RULES OF CONDUCT

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WHEREAS, the City of Hemet owns the Hemet Public Library and the City Council is empowered to control how the Hemet Public Library is used so as to protect its use for the common benefit; and,

WHEREAS, the Board of Trustees of the Hemet Public Library and the City Council agree that a statement of purpose should be added to Chapter 42 of the Hemet Municipal Code to ensure that use of the Hemet Public Library is consistent with library purposes; and,

WHEREAS, the Board of Trustees of the Hemet Public Library and the City Council further agree that the rules of conduct must be updated to ensure that the Hemet Public Library is used in a manner consistent with library purposes.

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

SECTION 1. ADD SECTION 42-1.5 TO THE HEMET MUNICIPAL CODE.

Section 42-1.5 is hereby added to Chapter 42 of the Hemet Municipal Code, as shown in Exhibit A to this Ordinance.

1 **SECTION 2. AMEND SECTION 42-3 OF THE HEMET MUNICIPAL CODE.**

2 Section 42-3 of the Hemet Municipal Code is hereby amended, as shown in Exhibit B to
3 this Ordinance.

4 **SECTION 3. SEVERABILITY.**

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

13 **SECTION 4. EFFECTIVE DATE.**

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

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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 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 posting 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

Eric S. Vail, City Attorney

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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 ___ day of _____ 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

Sec. 42-1.5. Statement of Purpose.

The interior public library building is established for the sole purposes of reading, researching, studying, using library materials, and using library meeting and study rooms, and not for the purpose of providing an open forum for the expression of all First Amendment activities. The public library is established for no other purposes other than those purposes stated in this Section 42-1.5. The city may amend this Statement of Purpose at any time.

EXHIBIT B

Sec. 42-3. - Rules of conduct.

(a) **Purpose.** It is the purpose of this section to ensure that individuals are engaged in activities consistent with the purpose of the library as set forth in section 42-1.5 of this Code, are utilizing the library in a manner that does not unreasonably interfere with the use of the library by other persons, and are not interfering with the administration of the library by library staff.

(b) **Definitions.**

Crime shall have the same definition as Penal Code § 15. A violation of the Hemet Municipal Code is a crime per section 1-8 of this Code and Government Code § 36900.

Enforcement officer means the city manager, or his or her designee. The city manager's designees include without limitation: the library director, the police chief and police officers, and the code enforcement supervisor and code enforcement officers.

Library premises means the Hemet Public Library and its related meeting rooms, store, grounds, and parking facilities.

Library privileges means the privilege of entering onto library premises and utilizing the services, including those offered online, of the Hemet Public Library.

(c) **Criminal conduct.** An individual shall not commit or attempt to commit any crime punishable under state or federal law or this Code on library premises, including, but not limited to:

- (1) Assault or battery, as defined in Penal Code §§ 240 and 242;
- (2) Theft, as defined in Penal Code § 484;
- (3) Obstructing or intimidating business operators, public agencies or customers, as defined in Penal Code § 602.1;
- (4) Vandalism, as defined in Penal Code § 594;
- (5) Indecent exposure or lewd or obscene conduct, as defined in Penal Code § 314;
- (6) Possession of designated controlled substances, as defined in Health and Safety Code §§ 11350 and 11351;
- (7) Disorderly conduct, as defined in Penal Code § 647;
- (8) Trespass, as defined in Penal Code §§ 602 and 634;
- (9) Curfew violations, as defined in section 27-2 of this Code;
- (10) Consumption of alcohol in a public place, as defined in section 46-1 of this Code;
- (11) Spitting on a sidewalk or in a public building, as defined in section 46-7 of this Code;
- (12) Sleeping in public places, as defined in section 53-2 of this Code;
- (13) Public intoxication, as defined in section 53-5 of this Code;
- (14) Camping, as defined in section 53-8 of this Code;
- (15) Aggressive solicitation, as defined in section 53-12 of this Code;
- (16) Skateboarding, as defined in section 53-17 of this Code.

(d) **Rules of conduct.** Patrons shall be engaged in activities consistent with the purpose of the library as set forth in section 42-1.5 of this Code. Individuals

Exhibit B

- 2 -

not engaged in activities consistent with section 42-1.5 of this Code shall be required to leave the library premises. In addition to the criminal conduct listed in subsection (c) of this section, patrons shall not engage in any of the following activities or behaviors while on library premises:

- (1) Loud or disruptive behavior, including yelling, talking loudly, running, throwing objects, or other behavior which disturbs the quiet environment of the library.
- (2) Use library facilities for the purpose of sleeping, bathing, shaving, washing clothes or other similar activities.
- (3) Seek, obtain, or gather signatures on any petition, conduct surveys or investigations, distribute printed materials or solicit for donations inside the library. Such conduct is also prohibited outside the library building on library premises, unless such conduct occurs during the library's regular hours of operation and takes place in areas designated by library staff for such activities.
- (4) Obstruct entrances, exits, aisles and passageways, except that it shall not be a violation to obstruct an aisle or passageway with an assistive device such as a wheelchair or walker being used by a person with a disability.
- (5) Move library equipment or furniture without library staff knowledge or permission.
- (6) Use profane or obscene, or imminently threatening or violent language with library staff or other patrons or otherwise harass or make unwanted verbal or physical advances toward library staff and patrons.
- (7) Tamper with library equipment such as computers, rental equipment, photocopy machines, elevators, etc.
- (8) Be under the influence of any substance to the point of disorientation, disruption, or possible harm to oneself or others.

Exhibit B

- 3 -

- (9) Carry weapons or items such as chains, clubs, sticks, pipes, etc., that could be used as weapons in a manner that is threatening to library staff or patrons.
 - (10) Smoke in the library.
 - (11) Make unauthorized entry into any "staff only" area.
 - (12) Use personal equipment (such as cellular phones and audio players) that is disruptive, noisy, or unsafe.
 - (13) Refuse to relinquish computer equipment or other library resources after scheduled time period for use has expired.
 - (14) Bring animals (except service animals) into the library.
 - (15) Cause overcrowding in seating areas by sitting more than four persons to a table, two persons to a computer workstation, or one person to a carrel or chair.
 - (16) Let a child under the age of eight years of age be at the library unless accompanied by an attendant at least twelve years of age.
 - (17) Fail to leave the library at closing time.
 - (18) Enter the library or remain on the library premises without wearing proper attire. Shirts and shoes are required.
 - (19) Bring bicycles or grocery carts into the library.
 - (20) Bring skateboards, skates or handlebar skateboards (scooters) near the entryway or into the library unless they are carried with you at all times.
- (e) **Enforcement.** The enforcement officer is authorized to enforce the rules of conduct contained in this section. The enforcement officer may issue a notice of violation or an administrative citation to an individual in violation of the rules of conduct in accordance with division 4, article II, of chapter 30 of this Code. The procedures for notices of violation and administrative

Exhibit B

- 4 -

citations set forth in division 4, article II, of chapter 30, shall govern notices of violation and administrative citations issued pursuant to this section.

The enforcement officer may order the removal of any person from the library for any violation of the rules of conduct concurrently with the issuance of an administrative citation. The individual removed pursuant to such an order shall not re-enter onto library premises for the remainder of the business day. Any person who re-enters the library premises after such removal shall be considered a trespasser.

- (f) **Suspension of library privileges.** In addition to any other punishment provided for at law, any individual who commits or attempts to commit a crime or violates one or more of the rules of conduct on library premises may have their library privileges suspended. An individual whose library privileges have been suspended shall not enter onto library premises or utilize the services of the Hemet Public Library during the term of their suspension. A written notice of suspension of library privileges shall be issued to the individual. The individual may contest the suspension in accordance with sections 30-80.9 to 30-80.12 of this Code.

The following schedule governs the length of a suspension of library privileges:

- (1) For an individual's first violation, library privileges shall be suspended for one week.
- (2) For an individual's second violation within a 12-month period, library privileges shall be suspended for four weeks.

- (3) For an individual's third violation within a 12-month period, library privileges shall be suspended for 16 weeks.
- (4) If an individual commits four or more violations within a 12-month period, library privileges shall be suspended for 12 months.
- (g) **Fines.** The city council may set by resolution the fines to be assessed for violations of the rules of conduct. If no amount is specified by resolution of the city council, the fines set forth in section 30-80.6(b) of this Code shall apply.
- (h) **Appeals.** An individual may appeal an administrative citation pursuant to the procedures for such appeals set forth in subsections 30-80.9 through 30-80.12 of this Code.



CITY OF HEMET
Hemet, California
RESOLUTION BILL NO. 12-043

A RESOLUTION OF THE CITY COUNCIL OF THE CITY
OF HEMET, CALIFORNIA, SETTING FINES TO BE
ASSESSED FOR VIOLATIONS OF THE HEMET PUBLIC
LIBRARY RULES OF CONDUCT

WHEREAS, pursuant to Section 42-3 of Chapter 42 of the Hemet Municipal Code, the City Council is authorized to set a schedule of fines to be assessed for violations of the Rules of Conduct for the Hemet Public Library,

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

SECTION 1. That pursuant to Section 42-3 of the Hemet Municipal Code ("HMC"), the following fines will be assessed for any violation of the Hemet Public Library Rules of Conduct. Any fines assessed in accordance with this Resolution are collectible and payable in the manner specified in HMC Division 4.

- (A) A fine of \$50.00 for the first violation of any subsection of HMC Section 42-3(d).
- (B) A fine of \$100.00 for the second violation of any subsection of HMC Section 42-3(d) within a 12-month period.
- (C) A fine of \$250.00 for each additional violation of any subsection of HMC Section 42-3(d) within a 12-month period.

SECTION 2. That the Enforcement Officer, as defined in HMC Section 42-3, will determine whether a fine should be assessed in accordance with this Resolution at the time of issuing a Notice of Violation and Administrative Citation. If a fine is so assessed, the Enforcement Officer will calculate the amount of the fine to be collected, and specify the total amount on the Notice of Violation and Administrative Citation. A fine is calculated by assigning the amount to be fined to each violation of subsections (1)-(20) of HMC Section 42-3(d), and adding the individual fines to determine the total fine.

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SECTION 3. That the City Clerk will certify to the passage and adoption of this Resolution and enter it into the book of original Resolutions.

PASSED, APPROVED, AND ADOPTED this day of June, 2012.

Robert Youssef, Mayor

ATTEST:

APPROVED AS TO FORM:

Sarah McComas, City Clerk

Eric S. Vail, City Attorney

1
2 State of California)
3 County of Riverside)
4 City of Hemet)
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6 I, Sarah McComas, City Clerk of the City of Hemet, do hereby certify that the
7 foregoing Resolution is the actual Resolution adopted by the City Council of the City
8 of Hemet and was passed at a regular meeting of the City Council on the day of ,
9 2012 by the following vote:

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11 AYES:
12 NOES:
13 ABSTAIN:
14 ABSENT:
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19 _____
20 Sarah McComas, City Clerk
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Hemet Public Library - Notice of Violation of Patron Code Administrative Citation

This NOTICE OF VIOLATION AND ADMINISTRATIVE CITATION provides notice that on ____/____/____ (mm/dd/yyyy), _____ ("Patron") violated Hemet Municipal Code ("HMC") § 42-3(d), the Library Rules of Conduct.

A FINE OF \$ _____ IS DUE AND PAYABLE TO THE CITY OF HEMET WITHIN 30 DAYS FROM THE DATE OF THIS NOTICE.

PATRON'S LIBRARY PRIVILEGES ARE SUSPENDED AND PATRON MAY NOT ENTER THE LIBRARY PREMISES OR UTILIZE LIBRARY SERVICES UNTIL THE END OF THE SUSPENSION TERM ON ____/____/____.

The following Violation(s) occurred at approximately ____:____ am/pm (*circle one*), at the Hemet Public Library located at 300 E. Lantham Avenue, Hemet, CA 92543:
(*circle the appropriate Violation(s)*)

1. Used loud or disruptive behavior, including yelling, talking loudly, running, throwing objects, or other behavior which disturbed the quiet environment of the library.
2. Used library facilities for the purpose of sleeping, bathing, shaving, washing clothes or other similar activities.
3. Sought, obtained, or gathered signatures on any petition, conducted surveys or investigations, distributed printed materials or solicited for donations inside the library. Alternatively, Patron engaged in the same conduct outside the library on library premises but failed to conduct such activities during the library's regular hours of operation or in a place designated by library staff for such activities.
4. Obstructed entrances, exits, aisles and passageways, not including obstruction with an assistive device such as a wheelchair or walker being used by a person with a disability.
5. Moved library equipment or furniture without library staff knowledge or permission.
6. Used profane or obscene, or imminently threatening or violent language with library staff or other patrons or otherwise harassed or made unwanted verbal or physical advances toward library staff and patrons.
7. Tampered with library equipment such as computers, rental equipment, photocopy machines, elevators, etc.
8. Was under the influence of any substance to the point of disorientation, disruption, or possible harm to oneself or others.
9. Carried weapons or items such as chains, clubs, sticks, pipes, etc., that could be used as weapons in a manner that was threatening to library staff or patrons.
10. Smoked in the library.
11. Made unauthorized entry into any "staff only" area.
12. Used personal equipment (such as cellular phones and audio players) that was disruptive, noisy, or unsafe.
13. Refused to relinquish computer equipment or other library resources after scheduled time period for use had expired.
14. Brought animals (except service animals) into the library.
15. Caused overcrowding in seating areas by sitting more than four (4) persons to a table, two (2) persons to a computer workstation, or one (1) person to a carrel or chair.
16. Let a child under the age of eight (8) years of age be at the library unaccompanied by an attendant at least twelve (12) years of age.
17. Failed to leave the library at closing time.
18. Entered the library or remained on library premises without wearing proper attire. Shirts and shoes are required.
19. Brought bicycles or grocery carts into the library.
20. Brought skateboards, skates or handlebar skateboards (scooters) near the entryway or into the library and failed to carry such items with Patron at all times.

PATRON MUST IMMEDIATELY CORRECT AND ABATE THE ABOVE VIOLATION(S) UPON RECEIPT OF THIS NOTICE.

CONSEQUENCES.

Pursuant to HMC § 42-3(e), the Library may order the Patron to leave the library premises for the remainder of the business day. **Any re-entry is considered a trespass.** In addition, HMC §§ 42-3(f)-(g) allow the Library to impose the following consequences:

SUSPENSION OF LIBRARY PRIVILEGES. Library may **SUSPEND** the Patron's library privileges in accordance with the following schedule:

1. First violation: suspension for one (1) week.
2. Second violation within 12-month period: suspension for four (4) weeks.
3. Third violation within 12-month period: suspension for sixteen (16) weeks.
4. Four or more violations within 12-month period: suspension for twelve (12) months.

FINES. Library may impose the following **FINES** as set by resolution of the Hemet City Council:

1. A fine of \$50.00 for the 1st violation of **any** subsection of HMC § 42-3(d).
2. A fine of \$100.00 for the 2nd violation of **any** subsection of HMC § 42-3(d) within a 12-month period.
3. A fine of \$250.00 for each additional violation of **any** subsection of HMC § 42-3(d) within a 12-month period.

The total fine is calculated by assigning the appropriate fine to **each** violation of subsections (1)-(20) of HMC § 42-3(d), and then adding together each individual fine to determine the total fine.

All fines are due and payable to the City within 30 days from the date of this Notice. A 10% penalty will be added to any delinquent fines on the last day of each month after the due date, and delinquent fines will accrue interest at the rate of 1% per month, exclusive of penalties, from the due date.

The City has the right to collect unpaid fines and costs in any manner specified in HMC § 30-80.8.

APPEAL.

Patron has the right to appeal this Notice of Violation and Administrative Citation pursuant to HMC §§ 30-80.9 – 30-80.12. To file a valid appeal, Patron must complete a Request for Hearing Form and return it to the City within ten (10) business days after the date of this Notice.

A Request for Hearing Form is available at the Hemet City Clerk's Office located at:

445 E. Florida Avenue
Hemet, CA 92543
(951) 765-2307

***NOTE:** By filing an appeal, the hearing officer assigned to your case may award the City the cost of scheduling the appeal hearing if the hearing officer determines that the appeal was either requested to delay compliance with the Hemet Municipal Code, or was totally and completely without merit.

_____ Patron Name (print)	_____ Patron Signature (optional)	
_____ Staff Name (print)	_____ Staff Signature (required)	_____ / ____ / ____ Date



Staff Report

TO: Honorable Mayor and Members of the Hemet City Council

FROM: Brian S. Nakamura, City Manager

DATE: June 12, 2012

RE: Resolution Bill # 12-047 Approving the First Amendment to the Exclusive Franchise Agreement for Comprehensive Refuse Services with CR&R, Incorporated.

RECOMMENDATION:

It is respectfully recommended that the City Council adopt Resolution Bill #12-047 approving the First Amendment to the Exclusive Franchise Agreement for Comprehensive Refuse Service with CR&R, Incorporated.

BENEFIT OF RECOMMENDATION:

The City will benefit from the proposed amendment by further bolstering the legal justification for the franchise of refuse services and conforming certain requirements in the original agreement to the reality of refuse collection within the City and regulations imposed by the State.

BACKGROUND:

On October 11, 2011, the City Council adopted Resolution No. 4458 and entered into an Exclusive Franchise Agreement with CR&R Incorporated to provide refuse and recycling collection services throughout the City. Per the agreement, refuse services previously owned and operated by the City were to be transitioned to CR&R with services provided by CR&R commencing December 1, 2011. Given the expedited timeframe between approval of the agreement and commencement of CR&R services, City staff and CR&R worked diligently to ensure that all aspects related to billing and operational needs were in place to carry out the transition with as little inconvenience to the public as possible. The result of this collaboration was a smooth initial transition for employees and customers, alike.

As is expected with any large transition, staff anticipated there would be questions and process details that presented themselves as service implementation was rolled out. Over the course of the past several months, the City and CR&R have continued to identify and discuss both operational and administrative elements of the agreement that required clarification or were overlooked during the accelerated implementation process.

Staff, along with R3 Consulting, and with input from the Refuse Franchising Ad-Hoc Committee, continued to evaluate provisions of the agreement that either did not accurately reflect the intentions of the parties, required additional definition, or called for refining of processes for clearer delegation of responsibility in implementation of the Franchise Agreement.

ANALYSIS

Although the transition from City owned and operated to CR&R refuse service was a very successful undertaking on many fronts, both parties knew that not every contract detail could be anticipated in the original agreement. After six months of private service, both City staff and CR&R have gained a clearer understanding of items that needed to be revisited and, ultimately, revised. Both parties have identified a number of challenges to be addressed. Many of the revisions required only minor changes to language or updates to exhibits.

At this time, the City and CR&R are comfortable that sufficient time, analysis, and discussion have been given to the provisions of the Franchise Agreement staff recommends. The attached Resolution and First Amendment to the Exclusive Franchise Agreement for adoption to memorialize the needed changes to the original Franchise Agreement. The following summarizes the recommended contract revisions, followed by a bullet point reference of where the change will be reflected in the Franchise Agreement document.

Recitals and Changes to Definitions

The City Attorney's Office has recommended adoption of revised recitals that better reflect the legal justification for franchising refuse service to a private entity.

- Recitals
- Section 2. Contractors Payments and Reimbursements to City: E. Franchising Payments
- Section 4. Definitions : W. Franchise Payment

Update to Diversion Calculation Methodology

The current agreement establishes minimum requirements that the contractor to must meet to maintain the privilege of providing exclusive refuse service to the City. One of those requirements is related to "waste from landfill" diversion. The current contract establishes a 50% diversion rate by December 31, 2012, and a 55% diversion rate by December 31, 2016. The method of calculating diversion, was not based on the current calculation methodology established by CalRecycle. CalRecycle enforces and determines each City's compliance within their diversion requirement, which is a unique per capita disposal rate established under Public Resources Code § 41780.05(d)(1) for each city based on historic waste disposal tonnages and population. The proposed language does not modify the diversion goal percentages previously established for the contractor. The language simply sets the contractor's minimum diversion requirements to the per capita disposal rates and ensures that the contractor's future *minimum* franchise agreement requirements remain in line with State diversion mandates for the City and compliance agency methods of calculation.

- Section 3. Term and Term Extensions : D. Minimum Requirements.
- Section 29. City's Additional Remedies. : C City's Damages for Failure to Achieve Diversion Goals
- Exhibit 8

Updates to Single Family Dwelling (SFD) Collection Services

1.) Establish residential collection container volumes as 64 or 96 gallon

When the City provided refuse collection services, residential cart customers were provided with collection container options with either a 64-gallon or 96-gallon volume, based on customer need. 32-gallon containers were previously eliminated under City services and have not been reintroduced due to the operational challenges related to servicing this size of container with automated collection vehicles. Those same challenges exist today as CR&R has acquired and continues to operate the City refuse fleet. Additionally, the 32 gallon container rate did not present a major cost benefit to the customer relative to the decrease in collection volume. Discussion of this provision resulted in mutual agreement to update the Franchise Agreement to reflect 64 or 96-gallon options.

- Section 4. Definitions : 4G "Cart" or "Carts"
- Section 7. SFD Collection Services : Paragraph A.
- Exhibit 2

2.) "Free" Organic (green) Waste Cart to SFD Service Recipients.

Currently, Single Family Dwelling (SFD) service rates include one solid waste, one recyclable waste, and one organic waste cart for a total of three carts. In the existing agreement, it is allowable to for a customer to request additional organic waste carts at no charge. This change clarifies the parties intended provision for one free organic waste cart that is in addition to the organic waste cart provided for in the SFD service rate. In the event that a customer has a need for a third organic waste cost, one may be obtained at minimal monthly charge.

- Section 7. SFD Collection Services : H. SFD Organic Waste Collection Service – 3. Additional Organic Waste Carts
- Exhibit 2

3.) Mixed Waste Program Implementation/Weekly Recycling

Current residential collection is performed through a three cart system for Single Family Dwellings (SFD) with a cart provided for solid waste, recycling waste and organic (green) waste. Solid and organic wastes are collected weekly while recycling waste is collected bi-weekly. As an element of the Franchise Agreement, the prospect of moving to a Mixed Waste system (two cart system) was included and initially proposed to start in 2012, reducing the number of carts per home, and providing "weekly" recycle collection. Implementing this program is a major undertaking requiring replacement and removal of carts, rescheduling of routes, and an extensive public education campaign.

Given the major transition that the City has just undergone, both parties agree that the transition to a mixed waste system, although still an option, would be best considered for implementation at a future date. Delaying the program will allows residents to continue to dispose of waste through the three cart system, while allowing for a proper administrative

analysis as to the costs/benefits of the program. In the interim, CR&R will continue with the replacement of carts to continue to move toward city wide container uniformity under the 3 cart system, but will do so at a revised rate of 5% per year. The contractor will also implement weekly pick up of recycling waste in the current three cart system upon approval of this amendment.

- Section 7. SFD Collection Services : C. Frequency and Scheduling of Service
- Exhibit 2
- Exhibit 6
- Exhibit 10

4.) Delinquencies.

The existing agreement indicates that the contractor may not stop residential service for delinquency, but may place amounts determined to be over 120 days delinquent on the Riverside County Tax Roll for collection. The City Attorney's Office has encouraged the City to retract it's agreement to place delinquencies on the tax roll and instead allow the contractor to pursue private remedies, and the City to pursue code enforcement remedies where an excess accumulation of refuse becomes a public nuisance. In order to accommodate this change, CR&R has requested that they be allowed to commence delinquency collection efforts and discontinue service to delinquent customers 60 days from the initial billing date. Because most private refuse haulers bill quarterly, in advance, this 60 day service discontinuance means that the customer has already received 2 months of service with no payment to the contractor. Staff recommends updating this provision to remove the 120 day reference, remove the option for tax roll billing, and update the language to reflect the contractor's authority to commence delinquency proceedings no sooner than 60 days from the initial billing date

- Update Section 20. Customer Rates and Billing Procedures : J. Delinquent Service Accounts

5.) Miscellaneous Rate Schedule Updates – Exhibit 2

No previously existing City rates were increased as a result of these changes.

- Updated Residential Cart Collection Service Rate Schedule:
 - Eliminate 32 gallon Waste Cart Rate Option
 - Add Additional Organic Waste Cart Rate
 - Add Residential Bad Debt Removal Fee
 - Add Residential Bad Debt Reinstatement Fee
- Updated Commercial Collection Service Rate Schedule
 - Change rate descriptions from "Heavy Rate" to "Compacted Rate" to better identify that particular rate's service application. Actual rate amount did not change.
 - Add Commercial Bad Debt Removal Fee

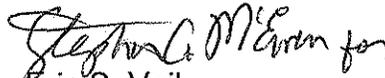
FISCAL IMPACT:

There is no additional fiscal impact associated with approving the First Amendment to the Exclusive Franchise Agreement. The proposed changes do not alter any previously negotiated fees that the City will receive from Contractor related to the franchising of refuse services. Labor associated with the enforcement of public nuisance issues related to delinquent refuse accounts will be offset by annual payments previously established in the existing Franchise Agreement, Section 2. Contractors Payments and Reimbursements to City, Section 2.D; and by residual remaining refuse funds, if necessary.

Respectfully submitted,



Brian Nakamura
City Manager



Eric S. Vail
City Attorney



Kristen Jensen
Public Works Director

Fiscal Review,



Rita Conrad *for*
Deputy City Manager/Administrative Services



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CITY OF HEMET
Hemet, California
RESOLUTION BILL NO. 12-047

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF HEMET, CALIFORNIA, APPROVING THE FIRST AMENDMENT TO THE EXCLUSIVE FRANCHISE AGREEMENT FOR COMPREHENSIVE REFUSE SERVICES WITH CR&R INCORPORATED.

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

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

WHEREAS, Hemet Municipal Code ("HMC") Chapter 62, Article III (Fees, Franchises, Permits and Licenses) implements Article XI, § 7 of the California Constitution and AB 939 by authorizing the City Council to award one or more franchises, permits or licenses for collection of refuse;

WHEREAS, the City Council, at a duly noticed public hearing, during its regular meeting of October 11, 2011, approved the award of that Exclusive Franchise Agreement for Comprehensive Refuse Services with CR&R Incorporated ("Franchise Agreement"). CR&R was selected as the provider based on their response to the

1 City's Request for Proposals, which demonstrated that CR&R could provide enhanced
2 services to customers compared to the City's operation, at rates that would be
3 equivalent or lower than those the City would be required to charge;

4 **WHEREAS**, the City addressed the potential impact of its privatization of these
5 services on displaced City refuse employees by requiring under the Franchise
6 Agreement that CR&R offer employment to all qualified and displaced employees at
7 the same hourly rate of pay and with other employment benefits similar to those
8 presently received from the City;

9 **WHEREAS**, the City's action to contract out the comprehensive refuse services
10 did not rely upon the authority provided in California Government Codes sections
11 37103 or 53060, which statutes authorize public agencies to contract out certain
12 "special services;" rather, the City relied on the express authority to grant a franchise
13 under the Public Resources Code sections 40059 and 49300;

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

17 **WHEREAS**, the Franchise Agreement details that as of December 1, 2011, the
18 City ceased providing comprehensive refuse services. On that date and for the term of
19 the Agreement, those services will be exclusively provided by CR&R Incorporated, a
20 private company;

21 **WHEREAS**, CR&R is under no obligation to comply with the requirements of
22 Proposition 218, because under the Franchise Agreement, the comprehensive refuse
23 services will be a private service, provided by a private company, which will serve only
24 those customers who choose to both receive the service (rather than self-haul, which
25 is authorized in HMC Chapter 62, pursuant to Ordinance No. 1842), and to pay the
26 service rates that are independently set and collected by CR&R;

1 **WHEREAS**, under the Franchise Agreement, the parties negotiated and agreed
2 upon a schedule of various franchise fee payments. Like all franchise fees, those paid
3 under the Agreement are a form of consideration voluntarily paid to the City for the
4 privilege of being granted a special governmental privilege to provide essential
5 services to the general public. In this case, the special governmental privilege
6 conferred is the City's agreement to give up its right to provide comprehensive refuse
7 services and to award CR&R a franchise right to exclude all other haulers and to act as
8 the sole provider of comprehensive refuse services in the City for twenty (20) years by
9 occupying the City streets and rights of way in a manner that no other entity may do;

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

16 **WHEREAS**, the City Council and CR&R have identified certain provisions of the
17 Franchise Agreement which either do not accurately reflect the intent of the parties
18 and/or for which a needed change as become apparent during the transition from City
19 service to CR&R service or in the actual implementation of the Franchise Agreement;
20 and,

21 **WHEREAS**, the City Council and CR&R desire to amend the Franchise
22 Agreement to clarify these matters.

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

25 **SECTION 1. Incorporation of Recitals.**

26 The City Council, finds and determines that the above referenced recitals are
27 true and correct and material to this Resolution.

28

1 **SECTION 2. City Council Actions.**

2 The City Council hereby takes the following actions:

3 (a) The City Council hereby approves the First Amendment to Exclusive
4 Franchise Agreement for Comprehensive Refuse Services ("First Amendment") which
5 is attached hereto and incorporated herein by reference as Exhibit "A".

6 (b) The City Council hereby authorizes the Mayor to execute the First
7 Amendment.

8 (c) With regard to the Franchise Agreement as amended by the First
9 Amendment, the City Council hereby authorizes the City Manager: (i) to administer the
10 contractual relationship with CR&R; (ii) to make reasonable interpretations of
11 contractual terms and conditions where necessary to effect the intent of the City; (iii) to
12 take such actions as are reasonably necessary to implement the Franchise agreement
13 as amended by the First Amendment; and (iv) to make minor modifications or
14 amendments to the Agreement by means of side letters. However, the City Manager
15 shall not have authority by means of such administration, interpretation,
16 implementation, modification or amendment to impose a material cost on the City or to
17 materially reduce the revenue due to City under the Franchise Agreement or increase
18 or add rates for services.

19 **PASSED, APPROVED, AND ADOPTED** this 12th day of June, 2012.

20

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Robert Youssef, Mayor

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24 ATTEST:

APPROVED AS TO FORM:

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26 _____
Sarah McComas, City Clerk

Eric S. Vail, City Attorney

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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 12th day of June, 2012 by the following vote:

AYES:
NOES:
ABSTAIN:
ABSENT:

Sarah McComas, City Clerk

EXHIBIT "A"

**First Amendment To
Exclusive Franchise Agreement for
Comprehensive Refuse Services**

**First Amendment To
Exclusive Franchise Agreement for
Comprehensive Refuse Services**

by and between

the

CITY OF HEMET

and

CR&R INCORPORATED

Dated June 12, 2012

**FIRST AMENDMENT TO EXCLUSIVE FRANCHISE AGREEMENT FOR
COMPREHENSIVE REFUSE SERVICE**

This First Amendment to Exclusive Franchise Agreement for Comprehensive Refuse Service ("**First Amendment**"), which is dated for reference as indicated on the cover page, is hereby entered into by and between the CITY OF HEMET, a California general law city ("**City**"), and CR&R Incorporated, a California corporation ("**Contractor**"), as follows:

RECITALS

- A. City and Contractor entered in that Exclusive Franchise Agreement for Comprehensive Refuse Services, dated October 11, 2011 as approved by City Resolution No. 4458 ("**Agreement**"). The Agreement provides that Contractor will provide comprehensive refuse services to, and within the City of Hemet, under an exclusive franchise, for which Contractor will pay City certain compensation.
- B. Through the implementation process of the Agreement, and as a consequence of a legal challenge to the Agreement, City and Contractor have identified specific amendments to certain provisions of the Agreement that are necessary to fully implement the arrangement as contemplated by the parties.
- C. This First Amendment contain the specific amendments to be made to certain recitals, paragraph, subparagraphs of and Exhibits to the Agreement.

OPERATIVE PROVISIONS

NOW, THEREFORE, in consideration of the promises made and recited herein, and for good and valuable consideration, the receipt and adequacy of which the Parties deem satisfactory, the Parties do hereby enter into this First Amendment:

1. **AMENDMENTS**. The Agreement is hereby amended as provided below:

1.1 **Recitals**. Each of the Recitals in the Agreement are hereby deleted and substituted by the following in their place:

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

WHEREAS, the Legislature of the State of California, by enactment of the California Integrated Waste Management Act of 1989, ("**AB 939**" or the "**Act**") (codified at Public Resources Code §§ 4000 et seq.) established a solid waste management process which requires cities and other local jurisdictions to implement plans for source reduction, reuse and recycling as integrated waste management practices for solid waste attributed to sources within their respective jurisdictions; and

WHEREAS, AB 939 provides that aspects of solid waste handling of local concern include but are not limited to frequency of collection, means of collection and transportation,

level of services, charges and fees, and nature, location and extent of providing solid waste services, and,

WHEREAS, AB 939 confers discretion on cities to provide for the delivery of refuse services to its residents by the city itself providing the services or by the city conferring the authority to do so on private profit-making entities; and,

WHEREAS, when cities confer the authority to provide refuse services on private profit-making entities; cities are authorized to do so by means which include the award of a nonexclusive, partially exclusive or wholly exclusive franchise, contract, license or otherwise; and,

WHEREAS, when a city exercises its legislative discretion to provide refuse services to its residents itself, it assesses and collects a fee from residents to recover its costs for providing those services; and,

WHEREAS, when a city exercises its legislative discretion to award a franchise to private profit-making entities to provide refuse services to residents, the private profit-making entities charges residents for those services from which it derives a profit; and,

WHEREAS, the Hemet Municipal Code implements Article XI, § 7 of the California Constitution and AB 939 in the City of Hemet and protects public health and safety by authorizing the City Council to provide refuse service itself or to award one or more franchises, permits or licenses to provide that service; and,

WHEREAS, the City Council has in the past chosen to provide comprehensive refuse services within the city limits by the City using its own forces and has assessed a fee on the recipient of the service in exchange for the services provided by the City; and,

WHEREAS, the City Council has determined, in its discretion, that the continued provisions of these services to residents by the City imposes significant and unwarranted financial and other burdens on the City and on the recipients of City refuse services because the City would be required to raise its currently service rates by 30% to raise sufficient funds to: (i) hire additional employees to ensure proper monitoring and compliance comply with the increasingly complex environmental, air quality, and health and safety laws and regulations governing comprehensive refuse services; (ii) to ensure property risk management procedures are followed to avoid the accidental release, transport or disposal of hazardous substances; and (iii) to provide revenue sufficient to fund the currently unfunded retirement liabilities of City refuse employees; and,

WHEREAS the City Council has therefore concluded, in the exercise of its legislative discretion, that it is in the best interests of the City and its residents for the City, itself, to cease providing these refuse services to City residents and to instead franchise comprehensive refuse service to a private enterprise with the special skills, knowledge, facilities and other capabilities to ensure a high level of service and compliance with the existing statutory and regulatory requirements; and

WHEREAS, when a private profit-making entity is awarded a city franchise authorizing it to derive profit in providing refuse services to city residents for a fee, the award of this valuable franchise right provides for compensation to the city and its taxpayers through the imposition of a franchising fee on the private profit-making entity payable to the city; and,

WHEREAS, the amount of such franchise fees are freely negotiated between the franchisee and the city awarding the franchise and are not limited by AB 939 or any other provisions of law; and,

WHEREAS, the City Council initiated a Request for Proposal process to consider and determine the award of a franchise for refuse services to a private profit making entity; and,

WHEREAS, the City Council, at a duly noticed public hearing, during its regular meeting of October 11, 2011 approved the award of an exclusive franchise agreement for comprehensive refuse services with CR&R Incorporated because the City Council determined, in the exercise of its legislative discretion, that CR&R could provide enhanced services to customers, compared to the City's operation, and that the rates it charged customers would be equivalent to or lower than those the City would be required to charge were it to continue to provide refuse services itself; and,

WHEREAS, the City residents are permitted to haul their refuse to a disposal facility themselves under Hemet Municipal Code Chapter 62, pursuant to Ordinance No. 1842 and are not required to utilize the services of CR&R; and,

WHEREAS, Contractor will set the rates that it will charge residents subject to a cap under the Franchise Agreement; and,

WHEREAS, Contractor will offer employment to all qualified and displaced City employees at the same hourly rate of pay and with other employment benefits similar to those they presently received from the City; and,

WHEREAS, the City Council agreed to give up its right to provide comprehensive refuse services and to award to Contractor a franchise right to exclude all other haulers and to act as the sole provider of comprehensive refuse services in the City for twenty (20) years by occupying the City streets and rights of way in a manner that no other entity may do; and,

WHEREAS, City will receive compensation from Contractor as consideration for the award of the franchise in the form of a schedule of various franchise fee payments that the City and Contractor negotiated and agreed upon and intended to provide City with a stable and reliable source of revenue to fund public services; and,

WHEREAS, there are no statutory restrictions on the amount a city and a private profit-making entity may contractually agree to exchange as adequate compensation for the grant of the special governmental privileges conferred by a franchise;

WHEREAS, the City's action to contract out the comprehensive refuse services did not rely upon the authority provided in California Government Codes sections 37103 or 53060, which statutes authorize public agencies to contract out certain "special services;" rather, the

City relied on the express authority to grant a franchise under the Public Resources Code sections 40059 and 49300, part of AB 939; and,

WHEREAS, the California Constitution Articles XIII (C) and (D), commonly known as "Proposition 218", regulates a public agency's imposition of certain property related fees when the agency assesses the resident for a fee for the provisions of services provided by the public agency; and

WHEREAS, the California Constitution does not restrict or regulate what a private profit-making entity may charge residents when those same services are provided by a private entity; and,

WHEREAS, upon thorough analysis, the Parties have determined that the rates and fees established by the Franchise Agreement are not subject to California Constitution Articles XIII (C) and (D) because, among other reasons, such services are provided by a private corporation and not by City; Contractor independently establishes, charges and collects the customer rates for said services within the limits established in the Agreement; the receipt of said services is voluntary and not required of any property within City; and any owner or occupant of property within City has the opportunity to avoid the services provided under the Agreement either through self-hauling or use of property in such a manner that solid waste is not generated; and,

WHEREAS, City and Contractor are mindful of the provisions of the laws governing the safe collection, transport, recycling and disposal of residential and commercial Solid Waste, including AB 939, the Resource Conservation and Recovery Act ("**RCRA**"), 42 U.S.C. §§ 6901 *et seq.*, the Comprehensive Environmental Response, Compensation and Liability Act ("**CERCLA**"), 42 U.S.C. §§ 9601 *et seq.*; the Electronic Waste Recycling Act of 2003 (SB 20, Sher, Chapter 526, Statutes of 2003; SB 50, Sher, Chapter 863, Statutes of 2004; AB 575, Wolke, Chapter 59, Statutes of 2011), laws governing Universal Waste, including, but not limited to, Universal Waste Electronics Devices ("**UWED**"), non-empty aerosol cans, fluorescent tubes, high intensity discharge lamps, sodium vapor lamps, and any other lamp exhibiting a characteristic of a hazardous waste, batteries (rechargeable nickel-cadmium batteries, silver button batteries, mercury batteries, small sealed lead acid batteries [burglar alarm and emergency light batteries] alkaline batteries, carbon-zinc batteries and any other batteries which exhibit the characteristic of a hazardous waste), mercury thermometers, mercury-containing switches; and,

WHEREAS, City and Contractor desire to leave no doubts as to their respective roles and to make it clear that by entering into this Agreement, City is not thereby becoming a "generator" or an "arranger" as those terms are used in the context of CERCLA § 107(a)(3) and that it is Contractor, an independent entity, not City, which will arrange to collect Solid Waste from SFD, MFD, City and Commercial Service Units in the City of Hemet, transport for recycling and disposal and dispose of Solid Wastes which may contain small amounts of household products with the characteristics of hazardous wastes, collect and compost Green Waste and collect and recycle Recyclable Materials from SFD, MFD, City, and Commercial Service Units in the City of Hemet, and collect and recycle or dispose of Construction and Demolition Materials ("**C&D Materials**"); and,

WHEREAS, there are no places within the City limits of the City of Hemet where landfills are located, or which are suitable for the siting of a landfill and therefore Solid Waste must be exported from the City; and,

WHEREAS, City and Contractor agree that, subject to City's exercise of its reserved flow control right under Section 2 of this Agreement, it is Contractor, and not City, which will select the landfill or transformation facility destination of the non-recyclable residential and commercial Solid Waste and Construction and Demolition Materials which Contractor will arrange to collect, that City has not, and by this Agreement does not, instruct Contractor on its collection methods, nor supervise Contractor in the collection of waste and nothing in this Agreement or other action of the City shall be construed to give rise to any inference that the City has any title, ownership or right of possession of such Solid Waste; and,

WHEREAS, Contractor represents and warrants to City that Contractor has the experience and qualifications to conduct recycling and waste diversion programs, to provide City with information sufficient to meet the City's reporting requirements to CalRecycle and other agencies under the Act, to meet City's other requirements under the Act, to arrange with persons in charge of day-to-day activities of Service Units in the City of Hemet for the collection, safe transport and disposal of Solid Wastes which may contain small amounts of household products with the characteristics of Hazardous Wastes, in a safe manner which shall minimize the adverse effects of collection vehicles on air quality and traffic, and that Contractor has the ability to indemnify City in accordance with this Agreement; and,

WHEREAS, the City Council of the City of Hemet determines and finds pursuant to California Public Resources Code § 40059(a)(1) that the public interest, health, safety and well-being, including the minimization of adverse impacts on air quality and traffic from excessive numbers of collection vehicles, the implementation of measures consistent with the City's Source Reduction and Recycling Component, and in an effort to reduce the City's potential CERCLA liability, would be served if Contractor were to be awarded an exclusive Franchise for collection, recycling, diversion and disposal of Solid Waste from Service Units in the City of Hemet."

1.2 Paragraph E, Section 2. The first full paragraph of Paragraph E "Franchise Payments" of Section 2 of the Agreement is hereby amended to read as below, with all other subparagraphs (1 through 3) remaining as in the original Agreement:

"E. **Franchise Payments.** For the exclusive privileges and rights granted to and conferred upon Contractor by City under the Agreement, Contractor shall pay to City the amounts set forth below ("Franchising Payments"), over the Term of this Agreement, unless the Agreement is earlier terminated or specifically amended to require otherwise:"

1.3 Paragraph D & D. 1 - 4, of Section 3. Paragraph D and subparagraph 1 of Paragraph D of the Agreement are hereby amended to read as below, with all other subparagraphs (2 through 4) remaining as in the original Agreement:

"D. **Minimum Requirements.** The continued privilege of Contractor to provide Comprehensive Refuse Services to City and within City's boundaries is subject to the

satisfaction of each and all of the conditions set forth below, each of which may be waived in whole or in part by City. The Contractor must achieve all of the following Minimum Requirements. Failure to meet one or more of these requirements subjects Contractor to the dispute resolution process set forth in Sections 27, 28 and 29. of this Agreement.”

“1. Diversion. Contractor must achieve a diversion from landfill rate of fifty percent (50%) by December 31, 2012 and fifty-five percent (55%) by December 31, 2016, and otherwise meet the diversion requirements set forth in Public Resources Code §§ 41780 *et seq.*, as those sections may be amended from time to time. For the purpose of determining compliance with the above diversion requirements, Contractor shall, at a minimum, adhere to the per capita disposal rates calculated for the City of Hemet using the criteria and methodology established under Public Resources Code § 41780.05(d)(1), as may be amended from time to time, including the California Department of Resources, Recycling and Recovery’s (“Cal Recycle”) implementation thereof. The Maximum Permissible Rate contemplates Contractor’s adherence to these Diversion requirements. Should the law change subsequent to the Effective Date of this Agreement and require higher Diversion rates than provided herein, then Contractor shall comply with such legally required Diversion rates and may adjust the Maximum Permissible Rate, as provided under Section 20.A.3.c, “Adjustment Due to Change In Law.” However, Contractor shall not be entitled to any rate adjustment in the event of a change in the CalRecycle criteria or methodology for calculating the 50% and 55% Diversion rate requirements set forth above, provided that such change in criteria or methodology does not require a significant change in current operational methodologies or programs. Contractor shall provide such documentation to city regarding its satisfaction of the Diversion requirements as is required under Section 22 and 23 of this Agreement.”

1.4 Paragraphs G and W of Section 4. Paragraphs G and W of Section 4 of the Agreement are hereby amended to read as follows:

“G. **“Cart” or “Carts”** means those 64 or 96-gallon containers provided by Contractor for the collection of Solid Waste, Recyclable Material, Mixed Recyclable Materials/ Solid Waste and Organic Waste.”

“W. **“Franchise Payment”** means the voluntarily negotiated payment agreed upon by the City and Contractor in consideration of City’s grant of the Franchise to Contractor and which, *inter alia*, is intended to compensate the City for the City’s agreement to give up its right to provide Comprehensive Refuse Services and to award Contractor a franchise right to exclude all other haulers and to act as the sole provider of Comprehensive Refuses Services in the City for the term of the Agreement by occupying the City streets and rights of way in a manner that no other entity may do.”

1.5 Paragraphs A and C of Section 7. Paragraphs A and C of Section 7 of the Agreement is hereby amended to read as follows:

“A. Conditions of Service. The Contractor shall provide SFD collection service to all SFD Service Units whose Solid Waste is properly placed in Solid Waste Carts, Recyclable Materials are properly placed in Recyclable Materials Carts, or Mixed Recyclable Materials and Solid Waste are properly placed in Mixed Recyclable Material/Solid Waste Carts except as set forth in Section 7.G. and Organic Waste is properly placed in Organic Waste Carts except as set forth in Section 7.H.5. Contractor shall offer Solid Waste Carts in 64 and 96-gallon sizes, and Recyclables Materials and Organic Waste Carts in 64 or 96-gallon sizes. Contractor shall offer Debris Boxes in 10, 20, 30, and 40 cubic yard sizes. The size of the Container shall be determined between the SFD service recipient and the Contractor. Except for charges related to supplying additional carts, as is provided for in this Agreement, Contractor shall not charge for collection of Recyclable Materials or Organic Waste collected in Carts.”

“C. Frequency and Scheduling of Service. SFD Solid Waste, Recyclable Materials and Organic Waste shall be provided with SFD Solid Waste Organic Waste, and Recyclable Materials collection services provided one (1) time per week on a scheduled route basis, until City and Contractor mutually agree that Contractor will implement a Mixed Recyclable Material/Solid Waste collection service. SFD collection services shall be scheduled so that a SFD Service Unit receives SFD Solid Waste collection service and SFD Recyclable Materials collection service, or SFD Mixed Recyclable Material/ Solid Waste collection service, and SFD Organic Waste collection service on the same Work Day.”

1.6 Subparagraph, 3 of Paragraph H of Section 7. Subparagraph 3 of Paragraph H of Section 7 of the Agreement is hereby amended to read as follows:

“3 Additional Organic Waste Carts. Contractor shall provide one (1) additional SFD Organic Waste Carts to SFD service recipients within five (5) days of request at no additional cost provided that the additional Cart is used by SFD service recipients for the purposes of setting out additional Organic Waste materials for regular weekly Organic Waste collection service.”

1.7 Subparagraph 1 of Paragraph J of Section 20. Subparagraph 1 of Paragraph J or Section 20 of the Agreement is hereby amended to read is follows:

“1. Residential Accounts. Contractor agrees not to discontinue service to residential customers except as provided herein. Residential Customers (owners or tenants) who have not remitted required payment within thirty (30) days after the date of billing shall be notified by Contractor, on forms that contain a statement that their account is past due and services will be discontinued if payment is not received within forty-five (45) days from the billing date. The delinquent and unpaid charges, including a 10% penalty and 1.5% monthly interest, may be charged to customer. Contractor may commence

delinquency collection efforts against a delinquent customer sixty (60) days from the billing date. Notwithstanding the foregoing, service shall not be discontinued earlier than sixty (60) days from the billing date.”

1.8 Paragraph C of Section 29. Paragraph C of Section 29 of the Agreement is hereby be amended to read as follows:

“C. **City’s Damages for Failure to Achieve Diversion Goals.** Contractor agrees that its failure to achieve the diversion goals set forth in Section 3.D above, arising from failure to make reasonable efforts to maximize diversion in accordance with the terms and conditions of this Agreement, or its failure to meet the requirements of Section 3.D and Section 19 above, related to waste diversion, shall be a default of this Agreement. If CalRecycle, or its successor agency, were to impose administrative civil penalties against City, then the City’s damages for Contractor’s failure to achieve the diversion requirements for the City as required by this Agreement, shall include, but not be limited to such administrative civil penalties, attorneys’ costs and fees and City’s staff time devoted to the resolution of the administrative civil penalties against City.

1.9 Exhibits 2, 6, 7, 8 & 10. The following Exhibits to the Agreement, are hereby amended to read as attached to this First Amendment:

1.9.1 Exhibits Amended. The Exhibits listed below are amended:

- Exhibit 2 – Maximum Permitted Rates
- Exhibit 6 – Transition Plan
- Exhibit 7 – Public Education Plan
- Exhibit 8 – Diversion Plan
- Exhibit 10 – Collection Service Operations Plan

1.9.2 Exhibits Not Amended. The Exhibits listed below are not amended and remaining in their original form:

- Exhibit 1 – Schedule of Monthly Payments to City
- Exhibit 3 – City Facilities
- Exhibit 4 – Approved Facilities
- Exhibit 5 – City-Sponsored Special Events
- Exhibit 9 – Customer Service Plan

2. GENERAL PROVISIONS.

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

2.2 Integration. This First Amendment consists of pages 1 through 10 inclusive, and Exhibits 2, 6, 7, 8, & 10 inclusive which constitute the entire understanding and agreement of the parties and supersedes all negotiations or previous agreements between the parties with respect to all or any part of the transaction discussed in this First Amendment except as provide in Section 2.1 of this First Amendment.

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

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

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

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

**CITY:
THE CITY OF HEMET**

By: _____
Brian Nakamura, City Manager

ATTEST:

APPROVED AS TO FORM:

Sarah McComas, City Clerk

Eric S. Vail, City Attorney

**CONTRACTOR:
CR&R INCORPORATED**

By: 
Clifford R. Ronnenberg
CEO and Chairman of the Board

By: 
David E. Fahrion
President, Solid Waste Division

EXHIBIT 2
MAXIMUM PERMISSIBLE SERVICE RATES

EXHIBIT 2		
Maximum Permissible Service Rates		
December 1, 2011 – December 31, 2012		
RESIDENTIAL CART COLLECTION SERVICE		
Standard Residential Collection Rates (monthly rates):		
	64 Gallon	96 Gallon
Curbside Collection	\$15.35	\$18.25
Subscription Backyard Collection	\$19.15	\$22.20
Additional Solid Waste Cart - Curbside	\$10.05	\$14.80
Additional Solid Waste Cart - Subscription Backyard Collection	\$13.85	\$18.70
Mobile Home Park Solid Waste Collection – (monthly rates per occupied space)		
	64 Gallon	96 Gallon
Weekly Solid Waste Cart per Space (one cart per occupied space) and Shared Recyclables and Organics Carts or Bins	\$13.85	\$16.25
Weekly Solid Waste Cart and Weekly Green Waste Cart per Space (two carts per occupied space) and Shared Recyclables Carts or Bins	\$15.35	\$18.25
Household Hazardous Waste Collection*		
<p><u>Electronic Waste</u> – TV's, Computers, Cell Phones, Land Line Phones, printers, toasters, irons, VCR's, DVD's, CD Players, stereos and other similar electronic devices. Quantity: Up to five items per household per calendar year.</p>	No cost	
<p><u>Automotive Items</u> – Clean/Non Contaminated Antifreeze, Clean/Non Contaminated Motor Oil, Automotive Oil Filters Quantity: Up to two gallons of Antifreeze and/or Motor Oil per Household per month. Up to two Oil Filters per Household per month.</p>	\$115.00 per pick up	
<p><u>Universal Waste</u> – Common Household Batteries (AA, AAA, C, D, Cell and Button Batteries) and Fluorescent tubes and bulbs. Containers: One 6"x6" box for Batteries; one 6"x6" box for Compact Fluorescent Bulbs (CFL's); one four foot box for fluorescent tubes (one box holds eight fluorescent tubes). Customers may order as many boxes as they would like.</p>	<p style="text-align: center;">\$44.00 per box for batteries and CFLs (includes postage and recycling fees).</p> <p style="text-align: center;">\$49.00 per box for fluorescent tubes (includes postage and recycling)</p>	

EXHIBIT 2
Maximum Permissible Service Rates
December 1, 2011 – December 31, 2012

	fees).
Sharps Mail Back Program – Syringes and needles <u>Containers:</u> One three gallon Sharps container	\$109.47 per three gallon container (includes postage)

**Rates subject to change with prior City approval*

Special Charges - Residential

Extra on-call Bulky Waste pick-up	\$25.00 per item
Additional Organic Waste Cart (3+ carts)	\$2.49/month per cart) 3+ carts
Additional Cart Exchange	\$15.00
Additional Cart Replacement	\$15.00
Freon Removal Fee	\$55.00
Residential Service Initiation and Cart Delivery Fee (January 1, 2013)	\$25.00
Residential Cart Removal Due to Non Payment	\$45.00 all carts
Residential Cart Replacement Due to Non Payment	\$45.00 all carts
Backyard Collection for Physical Disability	No Cost
Temporary Clean-up or C&D Materials (Up to 5 tons)	\$508.78/Box+\$70 Deliv.

COMMERCIAL COLLECTION SERVICE

Cart Service: (Includes Solid Waste and Recyclable Materials Only)

Service	Frequency					
	1/Week	2/Week	3/Week	4/Week	5/Week	6/Week
65 gallon cart	\$22.20	\$44.35	\$66.60	\$88.75	\$110.90	N/A
96 gallon cart	\$26.40	\$52.90	\$79.30	\$105.70	\$132.10	N/A

Bin Service – Non Compactors

Service	Frequency					
	1/Week	2/Week	3/Week	4/Week	5/Week	6/Week
2 CY Bin	\$106.60	\$189.05	\$271.45	\$353.90	\$436.40	\$518.90
3 CY Bin	\$154.50	\$269.30	\$384.05	\$489.80	\$613.60	\$764.82

EXHIBIT 2
Maximum Permissible Service Rates
December 1, 2011 – December 31, 2012

4 CY Bin	\$193.45	\$334.90	\$476.35	\$617.80	\$759.20	\$945.68
6 CY Bin	\$288.60	\$518.20	\$747.70	\$977.35	\$1206.85	\$1508.22

Bin Service: - Compactors Only

Service	Frequency					
	1/Week	2/Week	3/Week	4/Week	5/Week	6/Week
2 CY Bin	\$220.95	\$417.65	\$614.40	\$811.15	\$1,007.90	\$1,204.60
3 CY Bin	\$326.15	\$612.30	\$898.60	\$1,184.90	\$1,471.15	\$1,757.45
4 CY Bin	\$379.00	\$705.85	\$1,032.75	\$1,360.35	\$1,686.50	\$2,013.35

Commercial Green Waste Collection and Processing

Cart Service: (In addition to applicable Solid Waste rate)

Service	Frequency					
	1/Week	2/Week	3/Week	4/Week	5/Week	6/Week
65 gallon cart	\$10.30	\$20.60	\$30.90	\$41.20	\$51.50	\$61.80
96 gallon cart	\$15.17	\$30.34	\$45.51	\$60.68	\$75.85	\$91.02

Bin Service: (In addition to applicable Solid Waste rate)

Service	Frequency					
	1/Week	2/Week	3/Week	4/Week	5/Week	6/Week
2 CY Bin	\$90.61	\$160.69	\$230.73	\$300.82	\$370.94	\$543.66
3 CY Bin	\$131.33	\$228.91	\$326.44	\$423.98	\$521.56	\$787.95
4 CY Bin	\$164.43	\$284.67	\$404.90	\$525.13	\$645.32	\$986.60
6 CY Bin	\$245.31	\$440.47	\$635.55	\$830.75	\$1025.82	\$1471.86

Commercial Food Waste Collection and Processing

Bin Service: (In addition to applicable Solid Waste rate)

Service	Frequency					
	1/Week	2/Week	3/Week	4/Week	5/Week	6/Week
2 CY Bin	\$18.34	\$36.68	\$55.02	\$73.36	\$91.70	\$110.04
3 CY Bin	\$27.51	\$55.02	\$82.53	\$110.04	\$137.55	\$165.06

EXHIBIT 2						
Maximum Permissible Service Rates						
December 1, 2011 – December 31, 2012						
4 CY Bin	\$36.68	\$73.36	\$110.04	\$146.72	\$183.40	\$220.08
6 CY Bin	\$55.02	\$110.64	\$165.06	\$220.08	\$275.10	\$330.12
Special Charges- Commercial						
Additional Cart Exchange		\$15.00				
Additional Cart Replacement		\$15.00				
Additional Bin Exchange		\$25.00 per bin including delivery				
Additional Bin Replacement		\$25.00				
Cart Cleaning Each Occurrence		\$15.00				
Bin Cleaning Each Occurrence		\$25.00				
Commercial Service Initiation and Container Delivery Fee (Starts January 1, 2013)		\$28.00 for carts \$45.00 for bins				
Commercial Bad Debt Reinstatement Fee		\$50.00				
Commercial Cart or Bin Removal Due to Non Payment		\$50.00 all carts or bins				
Commercial Cart or Bin Replacement Due to Non Payment		\$50.00 all carts or bins				
Commercial Locking Lid Bin		\$20.00/bin per month				
Replacement Lock or Key for Locking Bin		\$25.00				
Commercial Scout Service		Additional \$45.00 per bin per month				
Operation Overflow Charge		\$40.00 per Occurrence				
Driver Return Fee on Scheduled Day		\$75.00				
Freon Removal Fee		\$55.00				
Commercial Push Rates	0-15 feet	16 – 25 feet	26-49 feet	50-75 feet	76-100 feet	101+ feet
	N/C	\$10.00	\$15.00	\$20.00	\$25.00	\$30.00
Debris Box and Compactor Collection Services						
Debris Box Service:						
3 CY		\$94.80 + \$70.00 delivery fee			Per Pull (500 lb. weight limit)	

EXHIBIT 2					
Maximum Permissible Service Rates					
December 1, 2011 – December 31, 2012					
10 CY Box	\$258.78			Per Pull Rate	
20 CY Box	\$258.78			Per Pull Rate	
30 CY Box	\$258.78			Per Pull Rate	
40 CY Box	\$258.78			Per Pull Rate	
10 CY Lowboy	\$258.78			Per Pull Rate	
Compactor Service:					
1/Week	2/Week	3/Week	4/Week	5/Week	6/Week
\$405.00	\$810.00	\$1215.00	\$1620.00	\$2025.00	\$2430.00
All, 10, 20, 30, 40 CY Debris Boxes and Compactors are pull rates only; processing and/or disposal will be based on actual disposal costs					
Special Charges- Debris Box and Compactor Services					
Service Initiation Fee			\$28.00		
Demurrage Charge (not dumped every 7 days)			\$35.00	Per Week	
Per hour Stand-by Charge (box not ready to be pulled)			\$75.00	Per Hour	
Saturday Service			\$388.17	Per Pull + Disposal	
Delivery Fee			\$70.00	Per Delivery	
Trip Charge			\$95.00	Per Occurrence	
Disposal and Processing Tipping Fees					
Disposal	\$34.37/ton		Mixed C&D Materials Processing	\$45.00/ton	
Green Waste Processing	\$29.00/ton		Wood Waste Processing	\$32.00/ton	
Organic Waste Processing	\$38.00/ton		Inerts Processing	\$45.00/ton	
Mixed Recyclables/Solid Waste Processing	\$50.00/ton		Recyclable Materials Processing	\$55.00 /ton	
Emergency Services					
Emergency Service – Employees					

EXHIBIT 2
Maximum Permissible Service Rates
December 1, 2011 – December 31, 2012

Labor Position	Hourly Rate	
Class "A" Driver	\$55.00	
Class "B" Driver	\$45.00	
Equipment Operator	\$45.00	
Route Manager	\$75.00	
Laborer	\$27.50	
Emergency Service – Equipment		
Equipment Type	Make and Model	Hourly Rate
Residential	Autocar Side Loader	\$125.00
Commercial	Autocar Front Loader	\$125.00
Roll-off	Autocar Roll-off	\$125.00
Backhoe	Case or CAT	\$125.00
Pressure Washer	Hotsy	\$125.00
Street Sweeper	TYMCO 600	\$125.00

EXHIBIT 6
TRANSITION PLAN

EXHIBIT 6
Transition Plan

Program and Tasks	Agency Responsible	Year: 2011 Due Dates										Year: 2012									
		Apr	May	Jun	Jul	Aug	Sep	Oct	Nov	Dec	Jan	Feb	Mar	Apr	Jun	Jul	Aug	Sep	Oct	Nov	Dec
Service Commencement	CR&R									X											
Residential Cart Transition																					
Determine desired service level with 3-cart system; 2 cart system to be implemented at a time mutually agreed on between City and CR&R.	City												X								
Obtain detailed routing information from the City	City /							X													
Inspect service areas to determine number of cart replacements	CR&R									X	X	X									
Order Replacement Carts	CR&R													X							
Begin Cart Replacement Program. 5% of carts replaced each year during 2012, 2013, 2014 and 2015; additional carts to be replaced as needed to ensure City-wide uniformity by 2018.	CR&R														X						
Commercial Bin Refurbishment Program																					
Obtain detailed routing information from the City	City /							X													
Inspect route areas to become familiar with the service requirements	CR&R							X	X												

**EXHIBIT 6
Transition Plan**

Program and Tasks	Agency Respon sible	Year: 2011										Year: 2012									
		Due Dates																			
		Apl	May	Jun	Jul	Aug	Sep	Oct	Nov	Dec	Jan	Feb	Mar	Apl	Jun	Jul	Aug	Sep	Oct	Nov	Dec
Decal all Existing Bins in the City with CR&R decals	CR&R									X											
Begin Bin Refurbishment Program	CR&R									X											
25% Completion of Bin Refurbishment	CR&R													X							
50% Completion of Bin Refurbishment	CR&R															X					
75% Completion of Bin Refurbishment	CR&R																	X			
100% Completion of Bin Refurbishment	CR&R																		X		
																				X	
Street Sweeping Services																					
Obtain detailed route information for the City	City /								X												
Prepare (2) City Street Sweepers for service	CR&R							X	X												
Commence Street Sweeping Services	CR&R									X											
Side & Front Loader Trucks																					
Take Delivery of City Equipment	CR&R								X												
Prepare CR&R Trucks to assist during the Transition	CR&R							X	X												
Clean, Decal and Prepare City's trucks for service commencement	CR&R								X												
Refurbish First (3) City Trucks to CR&R colors	CR&R													X							
Refurbish next (3) City Trucks	CR&R														X						

**EXHIBIT 6
Transition Plan**

Program and Tasks	Agency Responsible	Year: 2011 Due Dates										Year: 2012									
		Apl	May	Jun	Jul	Aug	Sep	Oct	Nov	Dec	Jan	Feb	Mar	Apl	Jun	Jul	Aug	Sep	Oct	Nov	Dec
		to CR&R colors																			
Refurbish next (3) City Trucks to CR&R colors	CR&R															X					
Refurbish next (3) City Trucks to CR&R colors	CR&R																X				
Refurbish next (3) City Trucks to CR&R colors	CR&R																	X			
Refurbish next (3) City Trucks to CR&R colors	CR&R																		X		
Refurbish final (2) City Trucks to CR&R colors	CR&R																			X	
Take Delivery of 2 New CNG Frontloader trucks	CR&R																				X

Routing and Billing																					
Obtain Route Information for all Services from the City	City /								X												
Review and familiarize the Operations Staff with the City	CR&R									X											
Prepare for service commencement	CR&R									X											
Review Residential Routes for efficiencies	CR&R											X									
Discuss Residential Route Chnages with the City if any	CR&R												X								
Finalize Route Changes with the City	CR&R													X							
Notify Residential Customers about service changes if any	CR&R													X							
Implement Route Changes	CR&R														X						
Review Commercial Routes for efficiencies	CR&R										X										
Commence Commercial Service	CR&R									X											

**EXHIBIT 6
Transition Plan**

Program and Tasks	Agency Responsible	Year: 2011 Due Dates										Year: 2012									
		Apl	May	Jun	Jul	Aug	Sep	Oct	Nov	Dec	Jan	Feb	Mar	Apl	Jun	Jul	Aug	Sep	Oct	Nov	Dec
Modify Commercial Routes and Notify Customers of any changes	CR&R											X									
Commence New Commercial Routes	CR&R											X									
Transition Commercial Billing to CR&R	City /										X										
Transition Residential Billing to CR&R	City /										X		X	X							

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EXHIBIT 7
PUBLIC EDUCATION PLAN

EXHIBIT 7
Public Education Plan

Plan A:

1. Residential 3 barrel system

Start Date: December 1, 2011

a. Mayor Letter

CR&R will draft a letter from the Mayor or designated city representative introducing the new company to the residents.

- CR&R to draft letter by October 1, 2011
- CR&R to send proposed letter to POC/Mayor's office for review within 48 hours of City Council's contract approval.
- Approved letter sent to Litco for printing by October 24, 2011.
- Letter to be mailed to residents week of November 21, 2011.

b. CR&R Letter and Brochure (*Note: This mailing will be included with Mayor's Letter)

A letter and detailed brochure will be mailed to the residents which describes the various services and types of materials to be recycled. Brochures will also be made available to residents at City Hall and other designated city facilities.

- CR&R to draft letter/brochure by October 1, 2011.
- CR&R to send proposed letter/brochure to City for review within 48 hours of City Council's contract approval.
- Approved letter/brochure sent to Litco for printing by October 24, 2011.
- Letter/brochure mailed to residents: week of November 21, 2011.

c. Website

The City of Hemet will have its own separate page on CR&R's website. Hemet's page will outline our new services. Our IT group can also work with the City to provide a hotlink from the City's website to our website.

- CR&R to have a draft Hemet page on website for City's review by November 15, 2011.
- Approved Hemet page goes live on CR&R website: December 1, 2011.

d. Public Service Announcement (Static Page)

If available, CR&R can work with the local cable provider in order to provide a PSA/static page which would outline residential services as well as our contact information.

- CR&R will contact PSA cable provider during the month of October 2011.
- CR&R to draft PSA by October 31, 2011.
- CR&R to send proposed PSA to City for review by October 24, 2011
- Approved PSA sent to local cable provider by November 15, 2011.
- PSA runs the week of December 1, 2011.

EXHIBIT 7
Public Education Plan

e. HHW

- HHW information will be included in educational material (i.e. brochure, website)

f. Bulky Item Collection

- Bulky item collection information will be included in all educational material (i.e. brochure, website)

***All dates subject to change if needed.**

Plan B –Commercial Service

Start Date: December 1, 2011

a. Mayor Letter

CR&R will draft a letter from the Mayor or designated city representative introducing the new company to businesses.

- CR&R to draft letter by October 1, 2011
- CR&R to send proposed letter to POC/Mayor's office for review within 48 hours of City Council's contract approval.
- Approved letter sent to Litco for printing by October 24, 2011
- Letter to be mailed to businesses week of November 21, 2011.

CR&R Letter and Brochure

A letter and detailed brochure will be mailed to businesses which describes the services and types of materials to be recycled. Brochures will also be made available to businesses at City Hall and other designated city facilities.

- CR&R to draft letter/brochure by October 1, 2011.
- CR&R to send proposed letter/brochure to City for review within 48 hours of City Council's contract approval.
- Approved letter/brochure sent to Litco for printing by October 24, 2011.
- Letter/brochure mailed to businesses week of November 21, 2011.

b. Website

The City of Hemet will have its own separate page on CR&R's website. Hemet's page will outline our new services. Our IT group can also work with the City to provide a hotlink from the City's website to our website.

c. Chamber Meetings

CR&R will provide a presentation at monthly Chamber of Commerce meeting to educate businesses on CR&R's services.

- CR&R will contact the Chamber of Commerce to set-up presentation dates by November 30, 2011.

***All dates subject to change if needed.**

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EXHIBIT 8
DIVERSION PLAN

Exhibit 8 Diversion Plan							
DIVERSION GOALS LISTED BY WASTE STREAM FOR 2012-2015							
WASTE STREAM	PROGRAM	FACILITY	TONNAGE	% OF TOTAL	RECOVERY RATE	DIVERTED	DIVERSION %
RESIDENTIAL							
Single-Family Curbside							
Trash	Curbside	Perris MRF	19,305	58%	0%	0	
Commingled Recyclables	Curbside	Perris MRF	6,095	18%	90%	5,486	17%
Yard Waste	Curbside	Perris MRF	7,216	22%	98%	7,072	22%
On-Call Bulky Items	Curbside	Perris MRF	600	2%	90%	540	4%
Residential Total			33,216	100%		13,097	39%
COMMERCIAL							
Mixed Waste "A" Route	Bins	Perris MRF	0	0%	60%	0	0%
Mixed Waste "B" Route	Bins	Landfill	18,146	92%	0%	0	0%
Source Separated Recyclables	Bins	Perris MRF	1,088	6%	98%	1,066	98%
Yard Waste	Bins	Perris MRF	494	3%	98%	484	98%
Commercial Total			19,728	100%		1,550	8%
DEBRIS BOX COLLECTION							
Mixed Waste "A" Route (1)	Various	Perris MRF	2,274	43%	75%	1,706	75%
Mixed Waste "B" Route	Various	Landfill	1,516	29%	0%	0	0%
Source Separated Recyclables	Various	Perris MRF	203	4%	98%	199	98%
Yard Waste	Various	Perris MRF	1,274	24%	98%	1,249	98%
Debris Box Total			5,267	100%		3,153	60%
CONSTRUCTION AND DEMOLITION (C&D) AND STREET SWEEPING							
Mixed Waste C&D (2)	Various	Perris MRF	3,584	71%	75%	2,688	75%
Source Separated C&D	Various	Perris MRF	838	17%	98%	821	98%
Street Sweeping Debris	Commercial	Perris MRF	600	12%	100%	600	100%
C&D Total			5,022	100%		4,109	82%
TOTAL CITYWIDE ALL PROGRAMS			62,233	100%	60-100%	21,909	35.2%
(1) Requires the City of Hemet to adopt an Illegal Hauling Ordinance							
(2) Requires the City of Hemet to adopt a C&D Recycling Ordinance							

Exhibit 8 Diversion Plan							
DIVERSION GOALS LISTED BY WASTE STREAM FOR 2016							
WASTE STREAM	PROGRAM	FACILITY	TONNAGE	% OF TOTAL	RECOVERY RATE	DIVERTED	DIVERSION %
RESIDENTIAL							
Single-Family Curbside							
Trash	Curbside	Perris MRF	19,884	58%	0%	0	
Commingled Recyclables	Curbside	Perris MRF	6,278	18%	90%	5,650	17%
Yard Waste	Curbside	Perris MRF	7,432	22%	98%	7,284	22%
On-Call Bulky Items	Curbside	Perris MRF	618	2%	90%	556	4%
Residential Total			34,212	100%		13,490	39%
COMMERCIAL							
Mixed Waste "A" Route	Bins	Perris MRF	9,521	48%	50%	4,761	50%
Mixed Waste "B" Route	Bins	Landfill	7,206	37%	0%	0	0%
Source Separated Recyclables	Bins	Perris MRF	1,142	6%	98%	1,120	98%
Food Waste Collection	Bins	Lakeview	1,340	7%	95%	1,273	95%
Yard Waste	Bins	Perris MRF	519	3%	98%	508	98%
Commercial Total			19,728	100%		7,661	39%
DEBRIS BOX COLLECTION							
Mixed Waste "A" Route	Various	Perris MRF	2,274	43%	75%	1,706	75%
Mixed Waste "B" Route	Various	Landfill	1,516	29%	0%	0	0%
Source Separated Recyclables	Various	Perris MRF	203	4%	98%	199	98%
Yard Waste	Various	Perris MRF	1,274	24%	98%	1,249	98%
Debris Box Total			5,267	100%		3,153	60%
CONSTRUCTION AND DEMOLITION							
Mixed Waste C&D	Various	Perris MRF	3,584	71%	80%	2,867	80%
Source Separated C&D	Various	Perris MRF	838	17%	98%	821	98%
Street Sweeper Debris	Commercial	Perris MRF	600	12%	100%	600	100%
C&D Total			5,022	100%		4,288	85%
TOTAL CITYWIDE ALL PROGRAMS			64,229	100%	50-100%	28,592	44.4%

For additional diversion higher than 55%, CONTRACTOR and CITY will meet to discuss any additional or expanded programs and adjustments in the customers' rates.

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EXHIBIT 9
CUSTOMER SERVICE PLAN

EXHIBIT 9
Customer Service Plan**Billing**

- Meet with the City's personnel to discuss current billing practices, communication plan, data exchange, key members of transition team, etc.
- Plan would be developed to identify the time frames and tasks need for billing transition including:
 - Communication methodology for customers (letter from City, letter or postcard from CR&R) and timeframes
 - Cut off date that City will stop billing; start date for CR&R billing
 - Sample invoices from City and CR&R
 - Files needed from City to build accounts in CR&R's system
 - Set up master files in billing system
 - Communication process between City of Hemet and CR&R during transition
 - Discuss customer payment options (by mail, phone, online, automatic payment); e-delivery option for invoice
- Periodic Billing Transition Team meetings to review the project plan progress

Customer Service

- Add 2 full time Customer Service Representatives to staff – (Hemet city employees if available)
- Create training reference materials for City of Hemet and update procedure manual
 - Services and Rates listing
 - Unique features
- Create training agenda for new and existing representatives
 - Comprehensive training for new representatives to integrate into existing call center
 - Hemet specific training for existing representatives
- Set up desks, phones, and computers to include
 - On-line reference/library access
 - Quality assurance monitoring program
 - Score card performance access

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EXHIBIT 10
COLLECTION SERVICE OPERATIONS PLAN

EXHIBIT 10
Collection Service Operations Plan

A. VEHICLES

1. Attached as Exhibit "A", CR&R has prepared a list of all vehicles owned and operated by the Company that will be available to the City of Hemet to service the franchise agreement.
2. CR&R is proposing to utilize the City's existing collection fleet for the first 12 months of the new contract. At that time, CR&R will begin to replace the older equipment with new Alternative Fueled Vehicles. The transition to Alternative Fueled Vehicles will meet the requirements of the South Coast Air Quality Management District (AQMD) and will be completed in the timeline established in Rule 1193.
3. CR&R will utilize the existing Alternative Fueled Trucks in operation today by the City of Hemet and begin to replace the diesel powered equipment as required by AQMD Rule 1193. The transition to Alternative Fueled Vehicles from the current diesel vehicles will have a 100% improvement in the air emissions in the City of Hemet since currently half of the vehicles utilized are powered by diesel fuel. CR&R is proposing to right size the fleet and the number of vehicles serving the City through route efficiencies which we believe will have a significant benefit to the wear and tear on the streets. CR&R, through its logistic routing system, will strive to reduce the number of truck trips in the City by creating efficient and effective routes and route patterns.
4. We have and will continue to deploy GPS tracking equipment in all of our trucks. This technology is currently installed in our equipment and will be included in the new replacement vehicles serving the City of Hemet. CR&R currently utilizes a proprietary system for GPS tracking, camera surveillance and the completion of the driver's daily log.
5. All City of Hemet trucks will be painted to match the CR&R color and theme that is currently displayed on our trucks. The colors are red, white and blue. All trucks will be labeled with the CR&R number and toll-free telephone number.
6. All vehicle maintenance is performed on schedule or as needed in case of a mechanical failure. CR&R currently tracks all preventative and scheduled maintenance on the company's master computer systems. These records are and will be available to the City for review as needed with 72 hours notice.
7. All vehicles and equipment are washed and cleaned on a daily basis. As mentioned above, all maintenance is performed on a strict schedule and in conformance with the California Highway Patrol BIT inspection procedure.

B. Containers

1. CR&R intends to purchase Toter carts for residential customers. These containers are

EXHIBIT 10

Collection Service Operations Plan

stackable to make the delivery of them easier and they are similar to the containers currently utilized by the City. In regards to the city's current inventory of containers, CR&R proposes to use the existing carts as we initially take over operations. CR&R will replace carts at a rate of 5% each year during 2012, 2013, 2014, and 2015, and will replace additional carts as needed to ensure City-wide uniformity.

2. The capacity and the various sizes required in the RFP should be more than adequate to service the City.
3. All new containers will be uniform in color and will have a hot stamp with the company name and detailed instructions on how to use the containers.
4. CR&R currently maintains an inventory of well over two million containers. The maintenance program is very simply, the customer request an exchange to their container and it is performed on the next scheduled collection day no questioned asked. All maintenance is performed by CR&R employees and is not out sourced to a third party.

C. Route Operations

1. We will initially assign the following vehicles to the City collection.

<u>Units</u>	<u>Vehicle Type</u>	<u>Service Sector</u>
5	Residential	Trash
4	Residential	Recyclables
3	Residential	Yard Waste
1	Residential	Bulky-Item
2	Commercial	Trash – Landfill
2	Commercial	Trash – MRF
1	Commercial	Recyclables
2	Roll-off	Various
1	Residential	Street Sweeper
1	Commercial	Street Sweeper

2. The automated residential trucks will service and/or pass approximately 1,100 homes per day per route and the commercial will service approximately 140 to 150 bins per route per day.
3. CR&R runs one operator trucks and has for the past 20 years. The Operator is required to operate the vehicle and service their required route in the target time designated for that specific route. All routes are monitored by GPS and camera system and if an operator gets behind on a route the Route Manager can inquire about any issues and possibly provide help to complete the route in the allotted time. All routes are prepared with the most efficient travel path and have start and finish times assigned in order to monitor

EXHIBIT 10
Collection Service Operations Plan

the driver's performance.

4. CR&R is proposing to initially utilize the same type and size of equipment that is currently in place today. As CR&R replaces the older diesel equipment with Alternative Fueled vehicles, the noise and emissions will be reduced. CR&R will introduce 4 axle vehicles in the City which will allow for larger pay loads and better route efficiency. This will help to minimize truck traffic, truck noise and reduce our carbon footprint by minimizing vehicle impacts. The larger vehicles will still meet all legal weight limit requirements per the California Highway Patrol.
5. All vehicles deployed into the City will be equipment with a Nextel Radio and Cell Phone. The dispatch center at the Perris facility will be responsible for communicating with the trucks and dispatching any additional work, customer service requirements or collection disputes. All calls prior to 10am will be handled the same day and calls after 10am are handle the following morning unless it is an emergency in which case it is handled as soon as possible.

E. SAFETY

1. Prior to the hiring of any personnel for the purposes of providing services in the City of Hemet, CR&R will offer employment to qualified and properly licensed personnel employed by the city. All applicants seeking employment with CR&R would be scheduled for an interview conducted by our Human Resources Manager, Corporate Recruiter, and General Manager. Applicants successfully completing the interview process would be required to undergo a pre-placement physical examination, background investigation, and drug screening at the Company's designated facilities. The pre-hire requirements are the standards required by all potential employees seeking employment with CR&R. These procedures would be scheduled in order to avoid any interruption of service or performance with the City.
2. The Corporate Safety Director conducts monthly meetings with all drivers and maintenance personnel. Topics relating to safe operating procedures are taught in both English and Spanish. Personnel are encouraged to bring to the company's attention any unsafe working condition which may exist for the immediate attention of management.

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