



AGENDA

REGULAR MEETING OF THE HEMET CITY COUNCIL

January 22, 2013

5:30 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 Krupa, Milne and Wright, Mayor Pro Tem Smith 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 Legal Counsel - Anticipated Litigation
One matter of significant exposure to litigation pursuant to Government Code section 54956.9(b)
 2. Conference with Legal Counsel - Existing Litigation
Pursuant to Government Code section 54956.9(a)
Names of case: Eastern Municipal Water District v. City of Hemet, et al
Case #RIC 1207274
-

REGULAR SESSION

7:00 p.m.

City of Hemet Council Chambers

450 E. Latham Avenue

Call to Order

Roll Call

ROLL CALL: Council Members Krupa, Milne and Wright, Mayor Pro Tem Smith and Mayor Youssef

Invocation

Pledge of Allegiance

City Attorney Closed Session Report

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

 4. Conference with Legal Counsel - Existing Litigation
Pursuant to Government Code section 54956.9(a)
Names of case: Eastern Municipal Water District v. City of Hemet, et al
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-

City Council Business

Notice to the Public

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

Consent Calendar

5. **Approval of Minutes** – January 8, 2013
6. **Receive and File** – Investment Portfolio as of October 2012
7. **Receive and File** – Warrant Register
 - a. Warrant registers dated December 27, 2012, January 9, 2013 and January 10, 2013. Payroll for the period of December 10, 2012 to December 23, 2012 was \$552,227.12 and payroll for the period of December 24, 2012 to January 6, 2013 was \$604,918.12.
8. **Recommendation by the City Manager** – League of California Cities Membership for 2013
 - a. Authorize the City Manager to continue the City of Hemet’s membership to the League of California Cities for 2013.
9. **Recommendation by Engineering** – Bond Reduction, Tract Map No. 32717-1 – Woodside Homes, SE corner of State St. and McSweeny Parkway
 - a. Authorize the City Clerk to reduce the Faithful Performance Bond from the original amount of \$150,000.00 to \$45,000.00, with the Labor and Materials Bond in the amount of \$150,000.00 to be reduced to \$45,000.00 to reflect the work already completed.
10. **Recommendation by Engineering** – Installation of Banners Across Florida Avenue
 - a. Diamond Valley Lake Marathon – Habitat for Humanity – March 2, 2013
 - b. Free Tutoring Program – We Care San Jacinto Valley, Inc.
 - c. Quilt Show – Valley Quilters – February 15 & 16, 2013
 - d. Wood Carvers Show – Ramona County Carvers – March 10 & 11, 2013
 - e. Valley Wide Country Fair – Valle Wide Recreation District – April 4 – 7, 2013
 - f. Easter Passion Play – Calvary Chapel – March 31, 2013
 - g. Free E-Waste – Green Coalition – March 16, 2013
11. **Recommendation by Community Development** - Zoning Ordinance Amendment No. 12-005 (Alcoholic Beverage Sale Regulations)
 - a. Adopt an ordinance establishing Article III, Section 90-90 of the Hemet Municipal Code regarding alcoholic beverage sales.
Ordinance Bill No. 13-001

12. **Recommendation by Engineering** – CalTrans’ Cooperative Agreement No. 08-1545 – Traffic Signal at the Intersection of SR-74 and California Avenue Project No. 081200030
 - a. Accept the Cooperative Agreement with CalTrans; and
 - b. Authorize the Mayor, Interim City Manager and Administrative Services Director to execute the Cooperative Agreement.

13. **Recommendation by Police Department** – 2013 State COPS Grant Expenditure Plan and Supplemental Appropriation
 - a. Accept the 2013 State COPS grant award of \$128,786; and
 - b. Approve the proposed expenditure plan for the \$128,786 in State COPS Grant funding for 2013; and
 - c. Upon award of the grant, authorize increase in revenue of \$128,786, increase the appropriation in the amount of \$128,786 to accounts to be assigned by Finance based on the approved expenditure plan.

14. **Recommendation by Police Department** – Architectural Services and Design of Sisk Building Replacement Project
 - a. Award to the lowest, qualified firm, Andreson Architecture, Inc., a professional services agreement for architectural and design services related to the Sisk Building Replacement Project; and
 - b. Authorize the Interim City Manager to enter into a professional services agreement with Andresen Architecture, Inc., for said services; and
 - c. Establish budget in the amount of \$68,500 in fund #331-3100-5300.

15. **Recommendation By Police Department** – Purchase of Replacement Patrol Vehicles
 - a. Award bid to Gosch Ford of Hemet, the lowest qualified bidder, for the purchase of (9) replacement black and white patrol vehicles; and
 - b. Authorize the Interim City Manager to approve purchase order of vehicles.

16. **Recommendation by Police Department** – Retirement of Police Canine “Fritts” and Transfer of Ownership to Handler
 - a. Authorize the Police Department to retire police canine “Fritts” from service;
 - b. Transfer ownership of “Fritts” to his handler, Cpl. Mike Arellano, for \$1.00.

17. **Recommendation by Community Investment** – Lease of Real Property located at 250-256 East Meier Street
 - a. Approve a lease for real property located at 250-256 E. Meier Street to Amerco Real Estate, DBA: U-Haul Center, Hemet, CA; and
 - b. Authorize the Interim City Manager to execute the lease.

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.

City Council Reports

18. CITY COUNCIL REPORTS AND COMMENTS

A. Council Member Krupa

1. Traffic and Parking Commission
2. Riverside Conservation Authority (RCA)
3. Ramona Bowl Association
4. Indian Gaming Distribution Fund
5. Riverside Transit Agency (RTA)

B. Council Member Milne

1. Library Board
2. League of California Cities
3. Riverside County Habitat Conservation Agency (RCHCA)
4. Riverside Transit Agency (RTA)
5. Riverside Conservation Authority (RCA)

C. Council Member Wright

1. Planning Commission
2. Indian Gaming Distribution Fund
3. Riverside County Habitat Conservation Agency (RCHCA)
4. Park Commission
5. Ramona Bowl Association

- D. Mayor Pro Tem Smith
 - 1. League of California Cities
 - 2. Riverside County Transportation Commission (RCTC)
 - 3. Western Riverside County of Governments (WRCOG)
 - 4. Public Safety Update
 - 5. National League of Cities

 - E. Mayor Youssef
 - 1. Western Riverside Council of Governments (WRCOG)
 - 2. Riverside County Transportation Commission (RCTC)
 - 3. Disaster Planning Commission
 - 4. Appointment of Representative and Alternate to the Watermaster

 - F. Ad-Hoc Committee Reports
 - 1. Crime Stoppers Plus Ad-Hoc Committee
 - 2. Hemet ROCS Citizens Advisory Committee (CAC)
 - 3. CDBG Ad-Hoc Committee

 - G. Interim City Manager Bradley
 - 1. Manager's Reports
 - 2. Consider appointment of two Council Members to the Family, Youth and Health Regional Task Force
-

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, February 12, 2013 at 7:00 p.m. for considerations of items placed on that agenda. The next regular meeting will be held February 26, 2013.

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.

#5



MINUTES

REGULAR MEETING OF THE HEMET CITY COUNCIL

January 8, 2013

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 Smith called the meeting to order at 6:00 p.m.

Roll Call

PRESENT: Council Members Krupa, Milne and Wright, Mayor Pro Tem Smith

ABSENT: Mayor Youssef

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

Work Study

Discussion regarding these items, with possible direction to staff

1. My Valley On-Line Community Resource Introduction – Nick Reed/Jason Strain
Jason Strain, MyValley Online is tomorrow's resource today, dedicated to the San Jacinto Valley. MyValley Online delivers stories and information that highlights the positive in the Valley, supporting business, schools and community organizations through media.

Mayor Youssef arrived at 6:04 p.m.

Mr Strain, MyValley Online would like to partner with the City of Hemet. We request that the City of Hemet submit press releases for events and work with us to inform the community on important issues. Our goal is to keep the community informed on how projects are taking shape and build relationships by letting the community be a part of the progress.

Mayor Youssef, I have had the opportunity to work with MyValley Online, the work that you do is excellent with no hidden agenda.

Mr. Strain, we will not be covering crime or in-depth stories, we will only be doing stories that support and promote the City. We are working on apps for smart phones that will help keep the community informed. We are also hoping to work with the local television networks, like Time Warner.

Council Member Krupa, how do you see the City making the community aware of projects.

Mr. Strain, as projects come up, a short interview can be posted on the City's website and other social media sites.

Council Member Krupa, the Mayor of Corona is recommending that town hall meetings be videoed to help keep the rest of the community informed on the behind the scenes efforts.

Nick Reed, most resident do not understand all of the projects that the City is involved in. This is an opportunity to highlight the great projects, public services and events that the City is a part of.

Mayor Pro Tem Smith, asked about the funding source for this service.

Mr Reed, this is our full time job. We highlight businesses for a nominal fee, like a virtual chamber.

Council Member Wright, any way that we can engage the community is a good thing. Council Member Wright applauded their efforts and appreciates that the community will be more informed.

Mayor Youssef, the City needs to get information to the community. We have started with the upgraded website and social media, but we need to continue. This will be a good partnership. We do still need to get the information to our non-techy residents. Mayor Youssef recommended that messages be done once a month or so on a specific date and time so that we can be prepared. Maybe the Council can set up an Ad-Hoc Committee to work with MyValley Online.

Mr. Strain, we are looking forward to a mutually beneficial relationship.

2. Public Safety Technology Update – Chief Brown

Chief Brown, gave the City Council a powerpoint presentation on the Police Department's previously approved Technology Projects and a description of funding sources and grants used. Chief Brown thanked the Technology team of Scott Underwood and Dean Evans. West Covina Service Group (CAD/RMS) project is complete. This project is designed for front-line "ease of use" and accessibility. The interactive modules reduce repetitive data entry. The project enhances resource management and officer safety. The State 9-1-1 System Upgrades are complete. This project included all new front-end computers and monitors with 9-1-1 mapping interface. Also included are state of the art Audio-Logger's. This project upgrades the cellular 9-1-1 location technology. The California Department of Justice (CA-DOJ) Network Security Upgrade is complete. This mandatory upgrade requires that the Police Department Network be separate from other City Networks. The project required an open 10 meg dedicated fiber internet line. The FCC "Narrow-band" Radio Replacement is complete. All hand-held radios for field personnel were replaced. This upgrade will enhance Officer Safety and bring the department into full compliance with FCC standards. Advanced Data Management/Crime Analysis project is complete. This project will provide Speedtrack Technology and a Data-driven policing tool. Automated License Plate Reader Project is currently out to bid. This project will provide enhanced crime prevention and apprehension. The technology will have the ability to read 10,000 license

plates a shift. **Council Member Wright**, expressed appreciation that grant funding is available and being sought after and used. Council Member Wright asked about the officer training.

Chief Brown, the training is being done by West Covina Police Department. Officers will train Officers and Dispatchers will train Dispatchers.

Council Member Wright, asked about radio upgrades.

Chief Brown, the Department will set aside money for technology upgrades.

Council Member Milne, asked if the system has reverse 9-1-1 capabilities.

Chief Brown, the Fire Department does have a reverse 911 system as part of the Emergency Operations System.

Council Member Krupa, applauded the fact that this upgrade will allow cell phone users direct access to Hemet PD. Council Member Krupa expressed concern with current privacy law suits regarding the license plate readers.

Chief Brown, that lawsuit should be decided prior to the implementation. It looks like the results will be in our favor. The court is saying that the plates can already be read, this technology just allows us to read them faster.

Mayor Youssef, applauded the Department for these upgrades.

Mayor Pro Tem Smith, asked how much General Fund money was used for the mandatory upgrades.

Chief Brown, \$58,000, the majority of the funding came from grants.

Closed Session

Notice of Opportunity for Public Comment

There were no public comments presented at this time.

The City Council recessed to Closed Sessions at 6:35 p.m.

3. Conference with Legal Counsel - Anticipated Litigation

One matter of significant exposure to litigation pursuant to Government Code section 54956.9(b)

REGULAR SESSION

7:00 p.m.

City of Hemet Council Chambers

450 E. Latham Avenue

Call to Order

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

Roll Call

PRESENT: Council Members Krupa, Milne and Wright, Mayor Pro Tem Smith and Mayor Youssef

ABSENT: None

OTHERS PRESENT: Interim City Manager Bradley, City Attorney Vail and City Clerk McComas

Invocation

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

Pledge of Allegiance

Pledge of Allegiance was led by Council Member Milne

City Attorney Closed Session Report

4. Conference with Legal Counsel - Anticipated Litigation

One matter of significant exposure to litigation pursuant to Government Code section 54956.9(b)

Eric Vail, City Attorney, reported that the City Council met and directed the City Attorney to prepare and file a claim with the County of Riverside for Property Tax Administration Fees that were levied against the City of Hemet. Direction was also given to prepare and sign a Tolling Agreement.

Presentations

5. Acknowledge the 2012 City of Hemet Christmas Parade Trophy winners

Laurie Knotek, Special Projects Manager, the Christmas parade had over 4500 and approximately 15,000 spectators, with over 100 vendors in the park. The Parade was conducted under the budgeted amount. Ms. Knotek recognized volunteers, some of whom have been volunteering for over 15 years.

The City Council thanked Ms. Knotek for her coordination of another successful event.

A clip from the video done by MyValley Online was displayed.

Ms. Knotek and Mayor Youssef, acknowledged and presented ribbons to the Trophy winners for each of the categories:

Antique Cars: Cruisin A's

Band: Hemet High School

Decorated Walking Entry: Ramona Pageant

Float: Valley Wide Kayak Club
Motorized: Hemet Public Library
Non-motorized: Acacia Middle School Indian Rock Racer
School: West Valley High School
Best Overall Depiction of the Theme: American Medical Response

6. Recognize the Hemet High School Bulldogs – 3rd Straight CIF Volleyball Championship

Mayor Youssef, acknowledged and presented Certificates of Achievement to the Members and Coaches of the Hemet High School Girls Varsity Volleyball Team for their 3rd straight CIF Championship.

7. Hemet Public Library Presentation to New City Council & City Manager

Katherine Caines, Library Administrator, gave the City Council Members and Interim City Manager Hemet Public Library Cards and information packets.

8. Certificate of Appreciation for Citizen Heroism

Sherry Medrano, told the City Council about a situation where her mother was involved in a traffic accident. The City's Public Safety Departments responded. Private citizens from a nearby business assisted in the capture of the person responsible.

Mayor Youssef, Certificates of Appreciation have been prepared and will be given to the four citizens that were not able to attend the meeting.

City Council Business Consent Calendar

9. **Receive and File** – Council Committees and Liaisons to Outside Organizations

10. **Approval of Minutes** – December 11, 2012

11. **Approval of Minutes** – December 18, 2012

12. **Receive and File** – Warrant Register

- a. Warrant registers dated November 29, 2012, December 6, 2012 and December 13, 2012. Payroll for the period of November 26, 2012 to December 9, 2012 was \$641,976.01.

13. **Receive and File** – Investment Portfolio as of September 2012

14. **Recommendation by Community Investment** – Special Event Funding Budget Transfer

- a. Approve transfer of \$3,000 from the City Produced Events to the Special Event Grant Program to provide additional funding to offset additional costs associated with Hemet Chamber of Commerce's, Harvestfest and Hemet Farmer's Market Productions, Hometown Christmas.

Item Nos. 9 and 14 were removed from the Consent Calendar. **Mayor Pro Tem Smith moved and Council Member Wright seconded a motion to approve the remaining Consent Calendar Items as presented. Motion carried 5-0.**

Item No. 9

Eric Vail, City Attorney, explained the new Fair Political Practices Commission (FPPC) Law regarding Council appointments to any agency that might pay a stipend or reimbursement over \$250.00 per year. The rules require the Council Members to abstain from voting or the completion of and posting of a Form 806 on the Agency's website. The Form 806 for 2012 is currently on the City's website and the updated Form 806 for 2013 will be posted on January 9th, 2013.

The City Council asked about adding the Hemet ROCS CAC to this list. It was determined that this is an Ad-Hoc Committee and will not be added.

Council Member Krupa, requested to be removed from the Hemet ROCS Ad-Hoc Committee. Council Member Krupa requested that Mayor Youssef reconsider his recommendation for the City's representative on the RCA and RCHCA. Council Member Krupa has served on both Boards for the past two years and was voted to serve as the Vice Chair for 2013 and Chairperson for 2014 for RCA. Council Member Krupa explained the work that is in progress and requested the opportunity to continue on the Boards for the next year, working with Council Member Milne to bring her up to speed on the upcoming projects.

Council Member Milne and Mayor Pro Tem Smith were appointed to the Hemet ROCS Ad-Hoc Committee.

Council Member Milne was appointed as the Library Board Liaison.

Council Member Wright was appointed as the Planning Commission Liaison.

Council Member Milne, requested the opportunity to serve on the RCA and RCHCA.

Council Member Wright, recommended that Council Member Krupa remain as the City's representative, it is not in the City's best interest to change members now.

Mayor Youssef, Council Member Milne has expressed an interest. These appointments are annual, this can be revisited in a year.

Council Member Krupa, concurs that the Council has a whole should be educated and involved. Council Member Krupa reiterated that she would like to complete the current project and will willingly step aside at that time.

Tami Wilhelm, Hemet, recommended that Council Member Krupa remain on RCA and RCHCA. This is the future of the west end of Hemet. Ms. Wilhelm concurs that Council Member Milne will be an effective representative and is willing to work with Council Member Milne to bring her up to speed with the current projects. The west end property owners have been working with the agencies for 7 years and we are at a crucial point in our negotiations with RCA.

Mayor Pro Tem Smith moved and Council Member Milne seconded a motion to receive and file the Council Committees and Liaisons to Outside Organizations as amended. Motion carried 3-2. Council Members Krupa and Wright voted No.

Item No. 14

Mayor Pro Tem Smith, confirmed that the money is available.

John Jansons, Community Investment Director, funding is available to assist both events. The City's Veteran's Day Event and Christmas Parade both came in under budget.

Council Member Krupa, commended the City Council and staff for this process. The formula allows everyone to see the cost for in-kind services. This process will prove to be a cost savings.

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

Communications from the Public

Rick Hammond, Hemet, expressed concern with the condition of the City. A statement was made in the newspaper, by Mayor Youssef, on December 10th that no City Manager appointment will be made and on December 12th an appointment was made. Mr. Hammond asked how the City Council thinks the residents can trust them.

Patty Woods, Hemet, expressed concern that the Firefighters were not acknowledged for their heroism. The Firefighters do a great job and are under staffed and under incredible pressure. Ms. Woods recommended that the whole RFP be put to rest.

Mayor Youssef, no one doubts the dedication of our Firefighters. This presentation was to focus on 4 individuals that don't work for the City of Hemet.

Public Hearings

15. **Zoning Ordinance Amendment No. 12-005 (Alcoholic Beverage Sale Regulations)** – Community Development Director Elliano
 - a. Conduct a public hearing; and
 - b. Introduce, read by title only and waive further reading of an ordinance amending Chapter 90, Article III of the Hemet Municipal Code regarding the establishment of alcoholic beverage sales regulations **Ordinance Bill No. 13-001**; and

- c. Direct staff to file a Notice of Exemption with the County Clerk in compliance with the California Environmental Quality Act.

Deanna Elliano, Community Development Director, gave the City Council a powerpoint presentation on Zoning Ordinance Amendment No. 12-005, Alcoholic Beverage Sale Regulations. This ordinance will update the City's zoning and land use regulations regarding alcoholic beverage sales. The ordinance was modeled after regulations in surrounding communities. This ordinance will establish regulatory standards for alcoholic beverage sales and separate requirements from other uses. It will also establish a process for making findings of Public Convenience or Necessity for areas that are considered "over-concentrated". The goal is to improve the health, safety and welfare of the community. This is one of the Hemet ROCS identified ordinances. The Hemet ROCS Executive Committee identified a need for an ordinance. The City of Hemet as a whole has an "undue concentration" of Alcoholic Beverage Control (ABC) licenses. Alcohol sales in Hemet are largely unregulated. Ms. Elliano explained the ABC Licensing Thresholds. The proposed ordinance will establish a process for the review of alcoholic beverage uses and permits. It will require a Conditional Use Permit (approved by the Planning Commission) for all on-sale and off-sale uses, except for those that are listed as exempt. The ordinance sets forth required Findings and separation requirements and operational standards for all alcoholic beverage uses. Exempt from the CUP requirement are: restaurants that have been licensed by ABC as a "bona fide eating place" and are in compliance with the terms and conditions of their license; grocery stores with at least 25,000 square feet of floor area that devote less than five percent of their floor area to the off-sale of alcoholic beverages; florist and gift shops that include the incidental sale of wine with gift baskets or floral arrangements; retail or wholesale stores with at least 30,000 square feet of floor area that devote less than five percent of their floor area to the off-sale of alcoholic beverages; and temporary uses that have obtained a Special Event Permit from the City pursuant to Section 90-73. The proposed separation standards are: 600' from Public Schools, Parks, Places of Worship; 100' from residential properties; and 1000' from Parolee-Proationer homes, Emergency shelters, Supportive and Transitional Housing. Operation standards will require adherence to the following regulations: no public consumption; no open container; no loitering; appropriate lighting; security/surveillance cameras; graffiti removal in 48 hours; limits on displays and signs; litter clean up; ABC training required; and additional Conditions of Approval as needed. The required findings for the Conditional Use Permit are: separation of proposed use as previously described; the proposed use is fully visible from a public street with an unobstructed view from the public street for public safety; the use proposed will not be detrimental to the surrounding properties and neighborhoods; and the proposed use will not adversely impact the suitability of adjacent commercially zoned properties for commercial uses. The public convenience or necessity findings are: the public convenience would be served by the establishment of the proposed use; the proposed use is not anticipated to be a source of nuisance behavior associated with the excessive consumption of alcoholic beverages, or the exposure of alcoholic beverages to

minors; the proposed use would not be detrimental to the public health, safety or welfare; the proposed use would not increase the severity of existing law enforcement or public nuisance problems in the surrounding area; and the proposed use is consistent with the objectives, policies, general land uses, and programs of the general plan and any applicable specific plan, this Section and any applicable zoning regulations contained in this Chapter. A concern has been expressed regarding the operations of existing establishments. Some cities and counties have adopted "Deemed Approved" ordinances and administrative processes. The City Attorney believes that clarifying language in the ordinance for the standards and applying the recently adopted Chronic Nuisance ordinance will accomplish the same result. The proposed amendment to the draft ordinance is as follows:

(g) Standards

"The following standards shall apply to all uses engaging in the on-sale or off-sale of alcoholic beverages, including without limitation uses in existence prior to the effective date of this Section and uses that are listed in subsection (e)(I) as exempt from the Conditional Use Permit requirement."

Staff is recommending that the City Council conduct a public hearing, introduce Ordinance Bill No. 13-001 and direct staff to file a Notice of Exemption for compliance with CEQA.

Mayor Pro Tem Smith, thanked Ms. Elliano for the presentation. Mayor Pro Tem Smith asked if the proposed language in Section (g) tampers with the grandfathering clause.

Eric Vail, City Attorney, the City will require that all establishments meet operation characteristics. Even existing businesses will have to comply with the new health and safety standards.

Council Member Wright, the community has expressed concerned about this issue for a number of years. I am glad that it is being addressed to this extent. Council Member Wright asked if there is a list of businesses that might not be in compliance and does the City have the staff to implement these new regulations.

Ms. Elliano, without land use regulations, the regulations fall to ABC, they also have the power to override. The Police Chief and I will be doing signage sweeps on the businesses that are out of compliance.

Council Member Krupa, asked if the businesses that sell alcohol have to renew their license with ABC.

Ms. Elliano, I am not sure if there is a renewal process. A new license has to be obtained if anything changes and that will require that the business go through this new process. If the business is a problem, we now have the teeth to require them to comply or report them to ABC.

Eric Vail, City Attorney, explained that liquor licenses can migrate, this ordinance will require that all new businesses obtain a CUP. This will ultimately reduce the number of businesses.

Mayor Youssef declared the Public Hearing opened at 8:33 p.m.

Michael Ramirez, Community Action Network, Ms. Elliano and her staff did a wonderful job with this ordinance. I am the Project Coordinator for CAN. Our goal is to reduce access to alcohol for the youth. I encourage you to approve this ordinance.

Patty Woods, Hemet, in my opinion the City is over saturated by not pursuing decent businesses and by not having enough Police Officers.

Paula Rangel, Hemet, asked if this ordinance will allow the City to file complaints with ABC. Ms. Rangel expressed concern with an establishment located on the northeast corner of Lyon and Florida and asked if her concerns will be addressed.

Chief Brown, the Police Department has obtained a grant to fund overtime for officers to work with ABC. We have the most power over the businesses, when we can condition a license. This and other Hemet ROCS ordinances will give us the tools to deal with the blight and concerns expressed at the existing establishments.

Bob Coleman, Hemet, spoke in support of the ordinance.

Joe Scarafone, Hemet, completely understands the desire to control alcohol consumption being a victim of a drunk driver. Mr. Scarafone expressed concern with over regulating businesses.

Mayor Youssef declared the Public Hearing closed at 8:42 p.m.

Mayor Youssef, thanked Deanna Elliano, Chief Brown, the Hemet ROCS CAC and the Planning Commission for this ordinance. Mayor Youssef thanked staff for adding Section G.

Eric Vail, City Attorney, this will allow the City to impose operational standards on existing businesses. The City has the right to change Health and Safety standards. The ordinance includes strict location requirements, similar to surrounding communities.

Mayor Youssef, asked Chief Brown what percentage of calls at night are alcohol related.

Chief Brown, the percentage is high, much of the behavior that we deal with is alcohol related. The Police Department is in favor of this ordinance.

Mayor Youssef, recommended that stricter regulations be imposed on new businesses. We need to get a copy of this Ordinance up to SJ as soon as possible, so all of the agencies in the valley are on the same page.

Council Member Milne, thanked staff and the Hemet ROCS Committee for the infrastructure, this is positive for our kids.

Mayor Pro Tem Smith, thanked the Planning Commission and the Planning Department staff. This is a step forward that will make a difference in this valley.

Council Member Krupa moved and Council Member Wright seconded a motion to introduce, read by title only and waive further reading of Ordinance Bill No. 13-001 as amended and direct staff to File the Notice of Exemption. Motion carried 5-0.

The ordinance was read by title only.

Discussion/Action Items

16. **City Council Appointment of Director to the Hemet Community Land Trust**

- Community Investment Director Jansons

- a. Appoint a new "City Director" to the Hemet Community Land Trust to fill the vacancy created by the retirement of James Foreman.

John Jansons, Community Investment Director, recommended that the City Council appointment a member to the Hemet Community Land Trust to replace former Mayor Pro Tem Foreman.

Council Member Krupa moved and Council Member Milne seconded a motion to appoint Council Member Wright. Motion carried 4-0. Council Member Wright abstained.

17. **2013-2014 Program Year Community Development Block Grant (CDBG) – CDBG Coordinator Carla Callahan**

- a. Presentation about the Community Development Block Grant (CDBG) Program, address any comments or questions to staff and provide direction for review and award recommendation of the 2013-2014 program year.

Carla Callahan, CDBG Coordinator, gave the City Council an update on CDBG. The primary objective of the CDBG program is the development of viable urban communities by providing the following for persons of principally low and moderate income: decent housing; a suitable living environment; and expanded economic opportunities. To achieve these goals, CDBG regulations set forth the eligible activities and the national objectives that each activity must meet. Additionally, activities must be in line with the City of Hemet's 2010-2015 Consolidated Plan. The following are the eligible activities: Activities related to public services (cap of 15%); activities related to housing; other real property activities; public facility improvements; activities related to economic development; and planning and administration (cap of 20%). The national objectives are: benefit to low and moderate income persons (at least 70% of total expenditures); aid in the prevention or elimination of slums or blight; and meet a need having a particular urgency. Ms. Callahan went over the City of Hemet 2010-2015 Consolidated Plan Goals for Housing, Homeless, Public Facilities, Infrastructure, Economic Development, Youth, Elderly and Frail Elderly, and Persons with Disabilities. Ms. Callahan displayed a chart showing the Riverside Count Income Limits effective December 3, 2012. The anticipated funding for 2013/14 is \$698,000. There is a 15% cap, approximately \$104,700, for "Public Services" and a 20% cap, approximately \$139,600, for administration and planning costs. 28 applications have been received and 23 met the criteria to be considered eligible. The total request for funding is \$1,549,177.00. Staff is requesting direction for the City Council on the review and funding process. The options are: City Council Ad-Hoc Committee; Citizen advisory panel; Citizen and staff rating and ranking; and staff rating and ranking. The recommendation should be presented to the City Council on February 12, 2013, with final

funding recommendations approved on February 26, 2013. The 2013/14 Draft Annual Action Plan requires a 30-day public review and comment period as well as a Public Hearing prior to submission to HUD. Annual Action Plan is due to HUD no later than May 16, 2013.

CDBG offers flexibility in choosing program activities that best meet the needs of our community, in accordance with the requirements of the CDBG Program. Final funding recommendations must be approved by the City Council.

Mayor Youssef, expressed concern with the process. Mayor Youssef asked if any of the funds had to be used for public service.

Ms. Callahan, you do not have to provide any funding for public services, however, it is stated in the City's Five Year Consolidated Plan that 15% will be provided to public services. The Plan will have to be amended.

Mayor Youssef, asked if the plan can be amended so that the changes can be made this year.

Ms. Callahan, HUD will want to know why the City is not complying with their Consolidated Plan and when the amendment will be made.

The City Council and staff discussed how CDBG benefits low income residents. The acceptance of CDBG funds does not require the City to build or increase its low income housing, it does help provide funding for low income home owners to keep their home in compliance and Code Enforcement to confirm that homes are in compliance.

Eric Vail, City Attorney, the City of Hemet gets to take credit for the fact that the County of Riverside offers housing assistance, however the City does not fund it or have any control over it. The majority of the CDBG funds are used for public improvements and provided to community groups.

Mayor Youssef, it is my understanding that the City of San Jacinto does not allocate any of their funding to public services. Given the direction of Hemet ROCS and the community desire to change the standard of living in Hemet, I do not want to accept the money if it has to go to services that I do not want to fund. Mayor Youssef asked if the Consolidated Plan can be amended to reduce the 15% cap for public services to 0%.

Ms. Callahan, the City of San Jacinto is not an entitlement City, which means they receive a small portion funded through the County in a competitive process. Other similar cities allocate 15% of the funds to public services.

Council Member Krupa, the 15% allocation could go to a better use, such as infrastructure projects like other cities do. Council Member Krupa asked if the 2010-2015 Consolidated Plan can be amended prior to 2015.

Ms. Callahan, HUD will expect the City's Annual Action Plan to be consistent with the goals that are in the Consolidated Plan. The Consolidated Plan can be amended, the original plan took 8 to 10 months and cost \$25,000 to complete.

Eric Vail, City Attorney, the City is required to do an impediment analysis and that language has to be included the consolidated plan.

Ms. Callahan, HUD reviews our report annually to confirm that we are accomplishing the goals set forth in the 2010-2015 Consolidated Plan. We will have to show that from the City's and the community's perspective the needs have changed, which will require outreach and community input. Ms. Callahan contacted HUD regarding this concern, public services are allowed and not required as long as the services are provided by other means and/or no longer needed. If the communities needs and/or strategies have changed and funding for these services is no longer necessary. The City of Hemet has the flexibility and the final say of the funding allocations.

Council Member Milne, we need to think out of the box and find a way that the community can see something positive from the money.

Ron Bradley, City Manager, the City has to write a need analysis. The 15% does not have to be spent on public services, after the Consolidated Plan is amended. This amended will not be completed for this year, but staff will move forward with the amendment for future years.

Council Member Krupa, recommended that the 15% allocation this year benefit the community in a positive way.

Council Member Wright, the City needs to use the funds better. Council Member Wright does not feel that the City Council should consider returning the funds.

Mayor Youssef, the City should not return the funds, we need to control the way the money is spent. Mayor Youssef proposed an Ad-Hoc Committee to communicate and look for out of the box ideas. Mayor Youssef recommended Council Members Krupa and Milne.

The City Council directed staff to move forward with amendments to the 2010-2015 Consolidated Plan.

Joe Scarafone, Hemet, wanted to make sure that the City Council knows that these allocations will be reduced.

Paula Rangel, Hemet, expressed concern with the serious homeless problem in Hemet. The City Council needs to think out of the box. Ms. Rangel asked for examples of public services that CDBG funds, that might not be funded. If the City Council includes community members in the process, Ms. Rangel will volunteer. Ms. Rangel expressed concern with the loss of funding for public services, that won't make the problem disappear.

Ms. Callahan, the public services that were funded last year for approximately \$10,000 each were: Assistance League of Hemacinto-Operation School Bell; Care-A-Van Transit, Inc.; Center Against Sexual Assault-Rape Crisis Center; Fair Housing of Riverside County, Inc.; Community Pantry; Hemet Police Activities League; Valley Resource Center for the Retarded, Inc.-Exceed; Valley Restart Shelter-Emergency Shelter Support; and Valley-Wide Recreation and Park District-Youth Scholarships.

Jim Lineberger, Community Pantry Executive Director, expressed concern that the City Council would consider not allocating 15% of the grant to public services. Mr. Lineberger invited the City Council to come to the Community Pantry to see the services that are provided. If you do not give money to the non-profits that provide these services,

you are taking money from the heart of this community.

The City Council directed staff to move forward with Ad-Hoc Committee recommendations.

City Council Reports

18. CITY COUNCIL REPORTS AND COMMENTS

A. Council Member Krupa

1. Library Board

Council Member Krupa, the Library now has the technology to issues Library cards off site.

2. Traffic and Parking Commission

3. Riverside County Habitat Conservation Agency (RCHCA)

4. Riverside Conservation Authority (RCA)

5. Ramona Bowl Association

Council Member Krupa, the Ramona Pageant was a proud participant in the Rose Parade.

6. Indian Gaming Distribution Fund

7. Hemet ROCS Citizens Advisory Committee (CAC)

8. Riverside Transit Agency (RTA)

9. League of California Cities

B. Council Member Milne

C. Council Member Wright

D. Mayor Pro Tem Smith

1. League of California Cities

Mayor Pro Tem Smith, announced that Chief Brown was invited to address the League's Public Safety Committee regarding the AB109 Task Force. Mayor Pro Tem Smith would like to attend the Conference with Chief Brown and requested that the City Council authorize to pay for his travel.

The City Council agreed to pay for Mayor Pro Tem Smith to accompany Chief Brown to Sacramento.

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)

E. Mayor Youssef

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

F. Ad-Hoc Committee Reports

1. Crime Stoppers Plus Ad-Hoc Committee

G. Interim City Manager Bradley

1. Manager's Reports

Ron Bradley, City Manager, I'm glad to be here and I'm looking forward to working on the challenges that this City faces.

Future Agenda Items

There were no future agenda items requested at this time.

Adjournment

Adjourned at 9:58 p.m. to Tuesday, January 22, 2013 at 7:00 p.m.



Staff Report

TO: Honorable Mayor and members of the City Council
FROM: Judith L. Oltman, City Treasurer
DATE: January 22, 2013
RE: Investment Portfolio as of October 2012

RECOMMENDED ACTION:

Receive and file.

ANALYSIS:

The summary statement of activity and balances of the Treasurer's Investment Portfolio for the month of October 2012 is forwarded herewith for your review. We purchased four new negotiable CDs: on 10/3/12 2 yr Sovereign Bank #3165 for \$249,000 at .75%; 5 yr Ever Bank #3166 for \$248,000 at 1.0%; 5 yr Georgia Bank & Trust #3167 for \$249,000 at 1.0%; and 5 yr Comenity Capital Bank #3168 for \$249,000 at 1.05%. On 10/5/12 our FHLB #2245 was called and on 10/26/12 our FNMA #2234 was called.

I hereby certify that this report accurately reflects all City of Hemet pooled investments and is in conformity with the investment policy of the City of Hemet and that a copy hereof is on file in the office of the City Clerk. Our third party custodial bank, Bank of New York Mellon, has provided us with the monthly market values.

It is further certified that there is sufficient liquidity to meet the next six months' estimated day-to-day operational expenses.

Respectfully Submitted,


Judith L. Oltman
City Treasurer

attachment

CITY OF HEMET, CALIFORNIA
Monthly Report of Investment Activities

OCTOBER 2012

INVESTMENT CLASSIFICATIONS	MONTHLY ACTIVITY	CONSOLIDATED BALANCE
PORTFOLIO AS OF September 2012	75,676,589.03	
CERTIFICATES OF DEPOSIT		
Placed this month	995,000.00	
Matured this month		
Balance		6,103,000.00
LOCAL AGENCY INVESTMENT FUND: City of Hemet		
Deposits	35,732.62	
Withdrawals		
Balance		40,058,162.97
LOCAL AGENCY INVESTMENT FUND: City of Hemet		
Deposits	1.67	
Withdrawals		
Balance		1,872.03
BANK OF NEW YORK MELLON Custodial Acct.		
Deposits		
Withdrawals		
Balance		1,660,378.98
CITIBANK: Money Market Account		
Deposits	20,598.59	
Withdrawals		
Balance		6,506,577.91
CITIBANK: Money Market Account 3		
Deposits	750,423.62	
Withdrawals	-1,800,000.00	
Balance		10,208,353.64
MUNICIPAL BONDS		
Deposits		
Withdrawals		
Balance		3,140,000.00
GOVERNMENT AGENCIES		
2209 2.00% FNMA 5/28/15		500,000.00
2229 2.125% FNMA 7/22/16		500,000.00
2234 1.0% FNMA 10/26/16	-500,000.00	
2236 1.50% FNMA 11/23/16		500,000.00
2238 1.2% FNMA 3/8/17		500,000.00
2239 1.0% FNMA 3/13/17		500,000.00
2240 1.10% FNMA 3/20/17		500,000.00
2241 1.0% FNMA 3/21/17		500,000.00
2242 1.25% FFCB 3/8/17		500,000.00
2243 1.3% FFCB 3/20/17		500,000.00
2245 1.44% FHLB 4/5/17	-500,000.00	
2248 1.14% FFCB 5/15/17		500,000.00
2249 1.20% FNMA 5/16/17		500,000.00
2250 1.15% FHLB 5/30/17		500,000.00
2251 1.05% FNMA 6/27/17		500,000.00
2252 1.0% FNMA 8/21/17		500,000.00
PORTFOLIO BALANCE AS OF OCTOBER 2012	74,678,345.53	74,678,345.53

INTEREST EARNINGS	12-13 FISCAL YEAR-TO-DATE	
EARNINGS BALANCE AS OF October 1, 2012		30,630.71
CERTIFICATES OF DEPOSIT INT.	7,419.29	
OTHER GOVERNMENT SECURITIES	9,475.00	
CITIBANK MONEY MARKET ACCOUNT	1,100.84	
CITIBANK MONEY MARKET ACCOUNT 3	1,785.90	
BANK OF NY MONEY MARKET ACCT.	11.78	
LOCAL AGENCY INVESTMENT FUNDS		
City of Hemet Interest	35,732.62	
City of Hemet Interest	1.67	
MONTHLY EARNINGS TOTAL	55,527.10	55,527.10
MEMO ONLY:		
MERCHANT BANK CHG.	-2,282.00	
LIBRARY CREDIT CARD FEES	-91.48	
ARMORED CAR	-354.00	
ASSET SEIZURE FUNDS	-11.98	
Charges as of: Oct. 1, 2012	-6,563.32	
YTD CHARGES	-9,302.78	
12-13 YEAR-TO-DATE INTEREST EARNINGS		86,157.81

CITY OF HEMET
Portfolio Management
Portfolio Summary
October 31, 2012

Investments	Par Value	Market Value	Book Value	% of Portfolio	Term	Days to Maturity	YTM 360 Equiv.	YTM 365 Equiv.
Certificates of Deposit - Bank	3,369,000.00	3,437,498.81	3,369,000.00	4.51	1,365	782	1.599	1.621
Managed Pool Accounts	40,060,035.00	40,060,035.00	40,060,035.00	53.64	1	1	0.345	0.350
Passbook/Checking Accounts	18,380,310.53	18,380,310.53	18,380,310.53	24.61	1	1	0.404	0.409
Local Government Bonds	3,140,000.00	3,295,620.40	3,145,737.51	4.21	1,641	963	4.365	4.425
Federal Agency Issues - Coupon	7,000,000.00	7,030,860.00	7,000,000.00	9.37	1,826	1,556	1.269	1.287
Negotiable CDs	2,734,000.00	2,782,453.58	2,734,000.00	3.66	1,594	1,448	1.243	1.261
	74,683,345.53	74,986,778.32	74,689,083.04	100.00%	361	275	0.705	0.715
Investments								
Cash and Accrued Interest								
Accrued Interest at Purchase		6,270.83	6,270.83					
Subtotal		6,270.83	6,270.83					
Total Cash and Investments	74,683,345.53	74,993,049.15	74,695,353.87		361	275	0.705	0.715
Total Earnings								
	October 31	Month Ending	Fiscal Year To Date					
Current Year		41,492.23	167,023.92					
Average Daily Balance		74,981,860.28						
Effective Rate of Return		0.65%						

JUDITH L. OLTMAN, TREASURER

Reporting period 10/01/2012-10/31/2012

Run Date: 01/07/2013 - 16:25

Portfolio COFH
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PM (PRF_PM1) SymRept 6.41.202b
Report Ver. 5.00

CITY OF HEMET
Portfolio Management
Portfolio Details - Investments
October 31, 2012

CUSIP	Investment #	Issuer	Average Balance	Purchase Date	Par Value	Market Value	Book Value	Stated Rate	Moody's	YTM 365	Days to Maturity	Maturity Date
Certificates of Deposit - Bank												
SYS3124	3124	Ally Bank		07/30/2010	247,000.00	260,478.25	247,000.00	2.450		2.450	1,001	07/30/2015
SYS3138	3138	AMERICAN EXPRESS CENTURIAN		08/25/2011	248,000.00	251,225.59	248,000.00	1.150		1.150	662	08/25/2014
06740KEX1	3146	BARCLAYS BANK DE		12/07/2011	247,000.00	259,424.72	247,000.00	1.900		1.900	1,497	12/07/2016
SYS3130	3130	BMW BANK OF NORTH AMERICA, UT		10/22/2010	248,000.00	253,713.32	248,000.00	1.550		1.550	720	10/22/2014
SYS3128	3128	BANK OF HEMET		09/06/2010	247,000.00	247,000.00	247,000.00	1.600		1.600	309	09/06/2013
SYS3144	3144	BANK OF THE WEST		10/12/2011	249,000.00	259,937.37	249,000.00	1.750		1.750	1,441	10/12/2016
SYS3129	3129	BANK OF HEMET		09/06/2010	247,000.00	247,000.00	247,000.00	1.600		1.600	309	09/06/2013
SYS3136	3136	CIT BANK		08/24/2011	247,000.00	258,173.64	247,000.00	1.800		1.800	1,392	08/24/2016
SYS3122	3122	COMMUNITY COMMERCE BANK		06/20/2010	99,000.00	99,000.00	99,000.00	2.200		2.231	231	06/20/2013
SYS3123	3123	COMMUNITY COMMERCE BANK		06/20/2010	99,000.00	99,000.00	99,000.00	2.200		2.231	231	06/20/2013
SYS3142	3142	COMPASS BANK		09/14/2011	248,000.00	248,000.00	248,000.00	0.850		0.850	319	09/16/2013
SYS3134	3134	DISCOVER BANK		08/24/2011	248,000.00	248,000.00	248,000.00	1.050		1.050	662	08/25/2014
36160WVR7	3132	G.E. Capital Financial, Inc.		08/12/2011	247,000.00	258,545.92	247,000.00	1.850		1.850	1,380	08/12/2016
SYS3140	3140	GOLDMAN SACHS		08/31/2011	248,000.00	248,000.00	248,000.00	1.200		1.200	670	09/02/2014
SYS3120	3120	RABOBANK		02/26/2010	100,000.00	100,000.00	100,000.00	1.900		1.900	117	02/26/2013
SYS3121	3121	RABOBANK		02/26/2010	100,000.00	100,000.00	100,000.00	1.900		1.900	117	02/26/2013
Subtotal and Average			3,369,000.00		3,369,000.00	3,437,498.81	3,369,000.00			1.621	782	
Managed Pool Accounts												
SYS1001	1001	LOCAL AGENCY INVESTMENT FUND			40,058,162.97	40,058,162.97	40,058,162.97	0.350		0.350	1	
SYS1002	1002	LOCAL AGENCY INVEST. FUND			1,872.03	1,872.03	1,872.03	0.350		0.350	1	
Subtotal and Average			40,043,896.93		40,060,035.00	40,060,035.00	40,060,035.00			0.350	1	
Passbook/Checking Accounts												
SYS5009	5009	BANK OF NEW YORK			1,665,378.98	1,665,378.98	1,665,378.98			0.000	1	
SYS5001	5001	Citibank			6,506,577.91	6,506,577.91	6,506,577.91	0.450		0.450	1	
SYS5003	5003	CITIBANK			0.00	0.00	0.00	3.050		3.050	1	
SYS5004	5004	CITIBANK3			10,208,353.64	10,208,353.64	10,208,353.64	0.450		0.450	1	
SYS5002	5002	UNION BANK OF CALIFORNIA		07/01/2012	0.00	0.00	0.00	0.012		0.012	1	
Subtotal and Average			18,686,802.72		18,380,310.53	18,380,310.53	18,380,310.53			0.409	1	
Local Government Bonds												
423542KL2	5006	HEMET UNIFIED SCHOOL DISTRICT		07/22/2010	2,000,000.00	2,113,480.00	1,989,207.42	5.375		5.609	972	07/01/2015
509896AC0	5007	Lake Hemet Municipal Water Dis		10/07/2010	140,000.00	141,380.40	140,981.87	3.000		2.153	313	09/10/2013
533020DC4	5008	CITY OF LINCOLN		11/03/2011	1,000,000.00	1,040,760.00	1,015,548.22	3.000		2.423	1,035	09/02/2015

Portfolio COFH

AP

CITY OF HEMET
Portfolio Management
Portfolio Details - Investments
October 31, 2012

CUSIP	Investment #	Issuer	Average Balance	Purchase Date	Par Value	Market Value	Book Value	Stated Rate	Moody's	YTM 365	Days to Maturity	Maturity Date
Subtotal and Average			3,145,838.04		3,140,000.00	3,295,620.40	3,145,737.51			4.425	963	
Federal Agency Issues - Coupon												
3133EAGH5	2242	FEDERAL FARM CREDIT BANKS		03/08/2012	500,000.00	502,020.00	500,000.00	1.250		1.250	1,588	03/08/2017
3133EAHZ4	2243	FEDERAL FARM CREDIT BANKS		03/20/2012	500,000.00	502,490.00	500,000.00	1.300		1.300	1,600	03/20/2017
3133EAQN1	2248	FEDERAL FARM CREDIT BANKS		05/15/2012	500,000.00	501,840.00	500,000.00	1.140		1.140	1,656	05/15/2017
313379FN4	2250	FEDERAL HOME LOAN BANK		05/30/2012	500,000.00	500,365.00	500,000.00	1.150		1.150	1,671	05/30/2017
3136FMTY0	2209	FEDERAL NTL MORTGAGE ASSOC.		05/28/2010	500,000.00	500,665.00	500,000.00	2.000		2.000	938	05/28/2015
3136FRB44	2229	FEDERAL NTL MORTGAGE ASSOC.		07/22/2011	500,000.00	506,110.00	500,000.00	2.125		2.125	1,359	07/22/2016
3136FTKM0	2236	FEDERAL NTL MORTGAGE ASSOC.		11/23/2011	500,000.00	500,425.00	500,000.00	1.500		1.500	1,483	11/23/2016
3135G0HM8	2238	FEDERAL NTL MORTGAGE ASSOC.		03/08/2012	500,000.00	501,660.00	500,000.00	1.200		1.200	1,588	03/08/2017
3136FTZ77	2239	FEDERAL NTL MORTGAGE ASSOC.		03/13/2012	500,000.00	501,990.00	500,000.00	1.000		1.000	1,593	03/13/2017
3136FT2K4	2240	FEDERAL NTL MORTGAGE ASSOC.		03/20/2012	500,000.00	500,865.00	500,000.00	1.100		1.100	1,600	03/20/2017
3136FT2C2	2241	FEDERAL NTL MORTGAGE ASSOC.		03/21/2012	500,000.00	502,050.00	500,000.00	1.000		1.000	1,601	03/21/2017
3136G0GA3	2249	FEDERAL NTL MORTGAGE ASSOC.		05/16/2012	500,000.00	505,485.00	500,000.00	1.200		1.200	1,657	05/16/2017
3136G0NY3	2251	FEDERAL NTL MORTGAGE ASSOC.		06/27/2012	500,000.00	503,680.00	500,000.00	1.050		1.050	1,699	06/27/2017
3135G0NF6	2252	FEDERAL NTL MORTGAGE ASSOC.		08/21/2012	500,000.00	501,215.00	500,000.00	1.000		1.000	1,754	08/21/2017
Subtotal and Average			7,467,741.94		7,000,000.00	7,030,860.00	7,000,000.00			1.287	1,556	
Negotiable CDs												
856284-E3-4	3147	BANK OF INDIA NEW YORK		04/27/2012	248,000.00	261,997.96	248,000.00	2.000		2.000	1,638	04/27/2017
106895AY1	3161	BREMER BANK GRAND FORKS, MN		06/22/2012	249,000.00	253,960.95	249,000.00	1.200		1.217	1,694	06/22/2017
10700QBC7	3160	BREMER BANK OF MOORHEAD ND		06/22/2012	249,000.00	253,960.95	249,000.00	1.200		1.217	1,694	06/22/2017
107003AK1	3162	BREMER BANK NA		06/28/2012	249,000.00	253,978.21	249,000.00	1.200		1.217	1,700	06/28/2017
20033AAG13	3168	COMENITY CAPITAL BANK		10/25/2012	249,000.00	251,661.61	249,000.00	1.050		1.065	1,819	10/25/2017
29976DNY2	3166	EVERBANK		10/15/2012	248,000.00	248,000.00	248,000.00	1.000		1.000	1,810	10/16/2017
373128DS3	3167	GEORGIA BANK AND TRUST		10/17/2012	249,000.00	251,036.67	249,000.00	1.000		1.014	1,811	10/17/2017
36159CRZ1	3126	GE Money Bank		07/30/2010	247,000.00	260,137.19	247,000.00	2.400		2.400	1,001	07/30/2015
7865803L2	3164	SAFRA NATIONAL BANK		09/27/2012	249,000.00	249,000.00	249,000.00	0.800		0.800	1,061	09/28/2015
795450NR2	3163	SALLIE MAE		07/25/2012	248,000.00	248,000.00	248,000.00	1.200		1.200	998	07/27/2015
84603M2W5	3165	SOVEREIGN BANK		10/03/2012	249,000.00	250,720.04	249,000.00	0.750		0.750	701	10/03/2014
Subtotal and Average			2,268,580.65		2,734,000.00	2,782,453.58	2,734,000.00			1.261	1,448	

CITY OF HEMET
Received Interest
Sorted by Issuer
Received October 1, 2012 - October 31, 2012

Issuer	CUSIP	Investment #	Security Type	Par Value	Current Rate	Date Due	Date Received	Interest		Variance
								Amount Due	Amount Received	
BMW BANK OF NORTH AMERICA, UT	SYS3130	3130	BCD	248,000.00	1.550	10/22/2012	10/23/2012	1,922.00	1,927.27	5.27
							Subtotal	1,922.00	1,927.27	
BANK OF HEMET	SYS3128	3128	BCD	247,000.00	1.600	10/06/2012	10/09/2012	324.82	324.82	-
							Subtotal	324.82	324.82	
BANK OF INDIA NEW YORK	856284-E3-4	3147	NC2	248,000.00	2.000	10/27/2012	10/29/2012	2,480.00	2,486.80	6.80
							Subtotal	2,480.00	2,486.80	
BANK OF THE WEST	SYS3144	3144	BCD	249,000.00	1.750	10/12/2012	10/16/2012	358.15	358.15	-
							Subtotal	358.15	358.15	
BANK OF HEMET	SYS3129	3129	BCD	247,000.00	1.600	10/06/2012	10/09/2012	324.82	324.82	-
							Subtotal	324.82	324.82	
BREMER BANK GRAND FORKS, MN	106895AY1	3161	NC2	249,000.00	1.200	10/22/2012	10/23/2012	249.00	245.59	-3.41
							Subtotal	249.00	245.59	
BREMER BANK OF MOORHEAD ND	10700QBC7	3160	NC2	249,000.00	1.200	10/22/2012	10/23/2012	249.00	245.59	-3.41
							Subtotal	249.00	245.59	
BREMER BANK NA	107003AK1	3162	NC2	249,000.00	1.200	09/28/2012	10/01/2012	257.30	253.78	-3.52
		3162	NC2	249,000.00	1.200	10/28/2012	10/29/2012	249.00	245.59	-3.41
		Subtotal	506.30	499.37						
COMMUNITY COMMERCE BANK	SYS3122	3122	BCD	99,000.00	2.200	10/20/2012	10/01/2012	181.50	181.50	-
							Subtotal	181.50	181.50	
COMMUNITY COMMERCE BANK	SYS3123	3123	BCD	99,000.00	2.200	10/20/2012	10/01/2012	181.50	181.50	-
							Subtotal	181.50	181.50	
FEDERAL HOME LOAN BANK	313378QG9	2245	FAC	0.00	1.440	10/05/2012	10/09/2012	3,600.00	3,600.00	-
							Subtotal	3,600.00	3,600.00	

Portfolio COFH

AP

CITY OF HEMET
Received Interest
Received October 1, 2012 - October 31, 2012

Issuer	CUSIP	Investment #	Security Type	Par Value	Current Rate	Date Due	Date Received	Interest		Variance
								Amount Due	Amount Received	
FEDERAL NTL MORTGAGE ASSOC.	3136FT3Y3	2244	FAC	0.00	1.350	09/28/2012	10/01/2012	3,375.00	3,375.00	-
	3136FTCL1	2234	FAC	0.00	1.000	10/26/2012	10/26/2012	2,500.00	2,500.00	-
Subtotal								5,875.00	5,875.00	
RABOBANK	SYS3120	3120	BCD	100,000.00	1.900	09/26/2012	10/01/2012	161.37	163.61	2.24
	SYS3120	3120	BCD	100,000.00	1.900	10/26/2012	10/30/2012	156.16	158.33	2.17
Subtotal								317.53	321.94	
RABOBANK	SYS3121	3121	BCD	100,000.00	1.900	09/26/2012	10/01/2012	161.37	163.61	2.24
	SYS3121	3121	BCD	100,000.00	1.900	10/26/2012	10/30/2012	156.16	158.33	2.17
Subtotal								317.53	321.94	
Total								16,887.15	16,894.29	
Total Cash Overpayment								20.89		
Total Cash Shortfall								-13.75		

CITY OF HEMET
 Received Interest
 Received October 1, 2012 - October 31, 2012

Issuer	CUSIP	Investment #	Security Type	Par Value	Current Rate	Interest	
						Date Received	Amount Received
Cash Accounts							
BANK OF NEW YORK	SYS5009	5009	PA1	1,665,378.98		10/09/2012	11.78
						Subtotal	11.78
Citibank	SYS5001	5001	PA1	6,502,977.07	0.450	10/31/2012	1,100.84
						Subtotal	1,100.84
CITIBANK3	SYS5004	5004	PA1	10,206,567.74	0.450	10/31/2012	1,785.90
						Subtotal	1,785.90
LOCAL AGENCY INVESTMENT FUND	SYS1001	1001	LA1	40,058,162.97	0.350	10/15/2012	35,732.62
						Subtotal	35,732.62
LOCAL AGENCY INVEST. FUND	SYS1002	1002	LA1	1,872.03	0.350	10/15/2012	1.67
						Subtotal	1.67
						Total	38,632.81

Local Agency Investment Fund
 P.O. Box 942809
 Sacramento, CA 94209-0001
 (916) 653-3001

www.treasurer.ca.gov/pmia
 -laif
 November 19,
 2012

CITY OF HEMET

CITY TREASURER
 445 EAST FLORIDA AVENUE
 HEMET, CA 92543-4209

PMIA Average Monthly Yields

Account Number:
 98-33-362

Tran Type Definitions

October 2012 Statement

Effective Date	Transaction Date	Tran Type	Confirm Number	Authorized Caller	Amount
10/15/2012	10/12/2012	QRD	1377298	SYSTEM	35,732.62

Account Summary

Total Deposit:	35,732.62	Beginning Balance:	40,022,430.35
Total Withdrawal:	0.00	Ending Balance:	40,058,162.97

Local Agency Investment Fund
 P.O. Box 942809
 Sacramento, CA 94209-0001
 (916) 653-3001

www.treasurer.ca.gov/pmia
 -laif
 November 19,
 2012

TREASURER
 445 EAST FLORIDA AVENUE
 HEMET, CA 92543-4209

PMIA Average Monthly Yields

Account Number:
 65-33-006

Tran Type Definitions

October 2012 Statement

Effective Date	Transaction Date	Tran Type	Confirm Number	Authorized Caller	Amount
10/15/2012	10/12/2012	QRD	1376094	SYSTEM	1.67

Account Summary

Total Deposit:	1.67	Beginning Balance:	1,870.36
Total Withdrawal:	0.00	Ending Balance:	1,872.03

HEMET REDEVELOPMENT AGENCY
Cash W/Fiscal Agent: US BANK and LAIF
1999 TAX ALLOCATION BONDS/RDA

Date	Activity	98510810 496-1502 Interest Fund	98510811 Principal Fund	98510812 Sinking Fund	98510813 496-1503 Reserve Fund	98510814 Redemption Fund	98510815 390-1502 Cost of Issuance	RDA 390-1503 Acquisition Fund	TOTAL All Accounts
7/31/2012	Interest								0.00
	Interfund transfer								0.00
	Debt Service from City of Hemet								0.00
	Debt Service Payment								0.00
	BALANCE	0.00	0.00	0.00	607,178.60	0.00	0.00	0.00	607,178.60
8/31/2012	Interest								0.00
	Interfund transfer								0.00
	Debt Service from City of Hemet								0.00
	Debt Service Payment								0.00
	BALANCE	0.00	0.00	0.00	607,178.60	0.00	0.00	0.00	607,178.60
9/30/2012	Interest								0.00
	Interfund transfer	2,029.30			(2,029.30)				0.00
	Debt Service from City of Hemet	453,716.95							453,716.95
	Debt Service Payment	(455,746.25)							(455,746.25)
	BALANCE	0.00	0.00	0.00	605,149.30	0.00	0.00	(0.00)	605,149.30
10/31/2012	Interest								0.00
	Interfund transfer								0.00
	Debt Service from City of Hemet								0.00
	Debt Service Payment								0.00
	BALANCE	0.00	0.00	0.00	605,149.30	0.00	0.00	(0.00)	605,149.30

First American Treas Oblig CL D Corp Tr	605,149.30
Money Market/RDA	<u>605,149.30</u>

HEMET REDEVELOPMENT AGENCY
Cash W/Fiscal Agent: US BANK and LAIF
2002 TAX ALLOCATION BONDS/RDA

Date	Activity	98510818	98510819	98510816	98510815	98510817	RDA	TOTAL	
		496-1504 Interest Fund	Principal Fund	Sinking Fund	496-1506 Reserve Fund	Redemption Fund	389-1502 Cost of Issuance		389-1503 Acquisition Fund
7/31/2012	Interest							0.00	
	Interfund transfer							0.00	
	Debt Service from City of Hemet							0.00	
	Debt Service Pmt							0.00	
	BALANCE	0.00	0.00	0.00	477,068.90	0.00	(0.00)	0.00	477,068.90
8/31/2012	Interest							0.00	
	Interfund transfer							0.00	
	Debt Service from City of Hemet							0.00	
	Debt Service Pmt							0.00	
	BALANCE	0.00	0.00	0.00	477,068.90	0.00	(0.00)	0.00	477,068.90
9/30/2012	Interest							0.00	
	Interfund transfer	1,594.45				(1,594.45)		0.00	
	Debt Service from City of Hemet	296,180.56						296,180.56	
	Debt Service Pmt	(297,775.01)						(297,775.01)	
	BALANCE	0.00	0.00	0.00	475,474.45	0.00	(0.00)	0.00	475,474.45
10/31/2012	Interest							0.00	
	Interfund transfer							0.00	
	Debt Service from City of Hemet							0.00	
	Debt Service Pmt							0.00	
	BALANCE	0.00	0.00	0.00	475,474.45	0.00	(0.00)	0.00	475,474.45

First American Treas Oblig CL D Corp Tr	475,474.45
LAIF/RDA	0.00
	<u>475,474.45</u>

CITY OF HEMET
Cash W/Fiscal Agent US BANK
2006 Refunding Bonds Series Heartland Project

Date	Activity	10385200C 788-150E Bond	103852001 788-150E Prepayment	103852002 Special	103852003 788-151C Escrow	103852004 788-1502 Cost of	103852005 788-150E Reserve	TOTAL	
7/31/2012	Interest							0.00	
	Transfer funds							0.00	
	City of Hemet							0.00	
	Debt Service							0.00	
	Khov prepay (31 lots)							0.00	
	Trust fees							0.00	
	BALANCE	0.00	730,252.54	2,299,800.82	10,736.85	5,402,114.04	0.00	466,136.25	8,909,040.50
8/31/2012	Interest							0.00	
	Transfer funds							0.00	
	City of Hemet							0.00	
	Debt Service							0.00	
	Khov prepay (31 lots)							0.00	
	Trust fees							0.00	
	BALANCE	0.00	730,252.54	2,299,800.82	10,736.85	5,402,114.04	0.00	466,136.25	8,909,040.50
9/30/2012	Interest							0.00	
	Transfer funds							0.00	
	City of Hemet							0.00	
	Debt Service							0.00	
	Khov prepay (31 lots)							0.00	
	Trust fees							0.00	
	BALANCE	0.00	69,328.79	2,299,800.82	10,736.85	0.00	0.00	466,136.25	2,846,002.71
10/31/2012	Interest							0.00	
	Transfer funds							0.00	
	City of Hemet							0.00	
	Debt Service							0.00	
	Khov prepay (31 lots)							0.00	
	Trust fees							0.00	
	BALANCE	0.00	69,328.79	2,299,800.82	10,736.85	0.00	0.00	466,136.25	2,846,002.71
	First American Treasury Oblig		0.00						
	US Treasury Notes, various		2,846,002.71	not carried on COH books					
	Misc Assets		1.00						
			<u>2,846,003.71</u>						
	Cash held by FA, net of Escrow acct		2,846,002.71						



Staff Report

TO: Honorable Mayor and Members of the City Council

FROM: Rita Conrad, Deputy City Manager/Administrative Services;
Ron Bradley, Interim City Manager *RB*

DATE: January 22, 2013

RE: Warrant Register

The City of Hemet's warrant registers dated December 27, 2012, January 9, 2013 and January 10, 2013 are currently posted on the City's website in the Finance Department section, under *Financial Information*. Payroll for the period of December 10, 2012 to December 23, 2012 was \$552,227.12 and payroll for the period of December 24, 2012 to January 6, 2013 was \$604,918.12.

CLAIMS VOUCHER APPROVAL

"I, Rita Conrad, Deputy City Manager/Administrative Services, do hereby certify that to the best of my knowledge and ability, that the warrant register posted on the city's website 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,

A handwritten signature in blue ink that reads "Rita Conrad".

Rita Conrad
Deputy City Manager/Administrative Services

RC: mh

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, THAT THE WR POSTED ON THE CITY WEBSITE IS A TRUE AND CORRECT LIST OF WARRANTS FOR BILLS SUBMITTED TO THE CITY OF HEMET THROUGH THE DATES LISTED ABOVE, AND THAT THERE WILL BE SUFFICIENT MONIES IN THE RESPECTIVE FUNDS FOR THEIR PAYMENT.

RITA CONRAD
DEPUTY CITY MANAGER/ADMINISTRATIVE SERVICES



AGENDA # 8

Staff Report

TO: Honorable Mayor and Members of the Hemet City Council

FROM: Mark Orme, Assistant City Manager; Ronald Bradley, Interim City Manager *REB*

DATE: January 22, 2013

RE: League of California Cities Membership for 2013

RECOMMENDED ACTION:

That the City Council authorize the City Manager to continue the City of Hemet's membership to the League of California Cities for 2013.

BACKGROUND:

The City of Hemet has been a member of the league of California Cities ("League") for decades. The League was founded in 1898, and is viewed by many as serving as the leading local advocate for California cities. The League's stated goal is to "collectively marshal the resources to defend and expand local control in the Legislature, at the ballot box, in the courts and through strategic outreach to inform and educate the public, policymakers and opinion leaders." Some primary areas the League strives to make specific impacts within is in protecting local revenues, preserving local control against the threat to the land-use, employee relations and other authority of cities.

As further background, this Council should be made aware that this type of membership authorization is typically administratively moved forward, upon the budget being adopted annually. However, this year this item is being brought before the City Council due to recent discussions had between officials within the region with regard to the possibility of other entities which could serve as a state-wide representative of cities within the region.

ANALYSIS:

In recent months, some officials within the region have asked the question: Is the League of California Cities a prudent investment and the best service provider for advocacy within the state Legislature? This question has primarily arisen due to the extreme financial constraints local governments have been experiencing due to the prolonged recessionary economic climate, and also partly due to political and/or philosophical differences between a few local officials and the League's board of directors, on varying issues.

In order to better understand what the League of California Cities does for its members, the following will provide Council with the League's stated commitments to its membership, and some notes as to Hemet's interaction there within. Additionally, below the afore mentioned information, there is analysis given to the speculated upon alternative to the League and some statistics that will give the Council insight into the perceived value of the League by state and county municipal agencies.

What services does the League commit to providing?

Legislative and Ballot Measure Advocacy.

A team of Sacramento-based experts and 16 field staff work with city officials to advocate for local control and to secure fiscal resources for cities in both Sacramento and Washington, D.C. The League helped lead successful ballot measure campaigns in 2004, 2006, 2008 and 2010 that protected local tax funds and land-use authority.



Hemet's League field staff point of contact is Ms. Erin Sasse. It's been staffs' experience that Ms. Sasse has been responsive and professional to City requests and inquiries.

Member-Driven Policies and Services.

League policies and priorities are formulated and established by mayors, council members and other officials from member cities who serve on the League board of directors, policy committees, divisions, departments, caucuses and task forces.

Legal Advocacy.

The League conducts an active legal advocacy program in support of California cities. Members may request amicus support in cases to which they are a party if statewide interests are at stake. During 2011 and 2012, the League participated in 94 cases on behalf of member cities in federal and state courts, in addition to ten requests for formal review and input from the California Attorney General. The League also filed lawsuits to challenge the constitutionality under Propositions 1A and 22 of the 2011 diversion of Vehicle License Fee funds from cities and the sales and property tax "clawbacks" in the 2012 redevelopment budget trailer bill.

Discounted Conference/Seminar Registration.

Members receive deep discounts (\$1,000) on registration fees for conferences and seminars, including the League Annual Conference & Expo, the City Managers' Conference, City Attorneys' Conference and other yearly meetings.



Hemet historically has elected officials, along with staff, attend the League's Annual Conference, taking advantage of the informative seminars and the discounted rates.

Leadership Opportunities.

Elected city officials and staff from member cities may serve on League policy committees, the board of directors (staff representing their professional department) and as officers of diversity caucuses. Staff may hold a leadership/officer position in their professional department, and elected officials may serve as officers of the League's 16 regional divisions.



Hemet has two positions of leadership currently with the League:

- Linda Krupa, Division Appointment to the Community Services Policy Committee
- Eric Vail, Division Appointment to the Housing, Community and Economic Development Policy Committee

Information.

The League invests in comprehensive research on both city fiscal matters and other issues by conducting strategic surveys and substantive analyses of policy. Sponsored by the League, the League's Fiscal Consultant Michael Coleman publishes extensive data, statistics and analysis of California city and county finance, tax election results and more at the California Local Government Finance Almanac (www.CaliforniaCityFinance.com). League surveys focus on important city policies such as compensation, fiscal priorities, local services and more.

Research and Best Practices.

The Institute for Local Government (www.ca-ilg.org) is the League's non-profit research and education affiliate that promotes good government at the local level with practical, impartial and easy-to-use resources for California communities.

Publications.

The League's publications, such as Open and Public IV, The People's Business, The Municipal Law Handbook and The Proposition 218 Implementation Guide, are considered by many to be the definitive sources on critical aspects of city government operations. The League's annual City Hall Directory provides contact information for every elected city official and key city department heads.

Recognition for Innovation.

Member cities may seek prestigious recognition for innovation through both the League's Helen Putnam Award program (www.HelenPutnam.org) and the Institute for Local Government's Sustainability and Climate Change Beacon Award (www.ca-ilg.org/BeaconAward).

Communications.

The League's website (www.cacities.org) serves as a major clearinghouse of news and information related to city issues and policy. Through League listserves, city officials may exchange best practices and other information. Members receive CA Cities Advocate, the League's almost-daily electronic newsletter; Western City, the League's award-winning monthly magazine; and announcements of educational and networking opportunities; and updates on legislative developments. The League's effective use of social media platforms Face-book and Twitter keep the membership updated in real time on developments in the Capitol and throughout California that affects cities.

Is there another option to the League?

Spurred by discussions within the South-West Riverside County region, staff conducted research to see if any organization could represent our municipal agency to the degree that the League can, and as of yet, staff has not been able to identify any organization that can offer the comprehensive package of services that the League of California Cities offers its members.

However, there was one organization which was spawned out of this type of question, which some in the region purport could serve in a similar capacity as the League. This organization is called the Orange County Association of Cities (OCACC). In 2011, there was an effort by a number of Orange County cities to break from the League and create their own association of cities. They were successful in creating an association, although it is telling that some of the member cities continue to be members of the League. Last year, some officials in the South-West Riverside County region were approached by the OCACC to see if there were cities in the

area which would have an interest in joining their association, in an effort to expand their membership. However, staff is unaware of any cities within Riverside County that have officially joined. The OCACC currently has 24 City members (www.accoc.org), which are all cities within Orange County. It is staff's opinion that this organization, OCACC, is the only viable alternative to replacing League advocacy efforts, however, as stated before, staff does not feel that they have the ability to effectuate the same comprehensive approach to state advocacy as the League, at this point in time.

The Composition of the League of California Cities, State-wide and County-wide

There are 482 incorporated cities within the State of California, and only 15 were not members of the League of California Cities in 2012. It is anticipated that the number of non-members will actually shrink in 2013, as the League was notified that at least three of those cities will be returning to the League's roster in 2013. However, staff would be remiss if we did not note that there still may be other municipal agencies which decide not to be members in 2013 due to the extreme and continuing financial constraints on local governments across the State. Of the 28 Riverside County cities, there were only 2 in 2012 which were not members of the League – Lake Elsinore and the City of Jurupa Valley. However, in the month of December, the City of Lake Elsinore rejoined the League ranks for the 2013 calendar year. Meanwhile, the City of Jurupa Valley is in a unique situation in that the State of California shifted VLF monies, which devastated their newly incorporated City and their General Fund budget, thus negating their ability to fund League membership.

The League created a customized "Return on Investment" report for the City of Hemet which is attached to this staff report, for your information. Additionally, staff has attached the draft, proposed "Multi-Year Advocacy Strategies to Expand and Protect Local Control" information sheet – which should give the Council a better understanding of the League's commitment to its members in how best to achieve keeping local issues under local control.

FISCAL IMPACT:

There is no funding appropriation request associated with this report, as the Fiscal Year 2012-13 adopted budget authorized funding membership for this fiscal year to cover the membership dues for 2013, which amount \$18,988.

Respectfully submitted,



Mark Orme
Assistant City Manager

Fiscal Review:



Rita Conrad
Finance Director

Attachments:

- A. League of California Cities Customized Return on Investment Report
- B. Draft, Proposed Multi-Year Advocacy Strategies to Expand and Protect Local Control

LEAGUE OF CALIFORNIA CITIES

LEAGUE MEMBERSHIP -- A GREAT INVESTMENT

Customized Return on Investment Report
December 2012

HEMET	FY2005-06	FY2006-07	FY2007-08	FY2008-09	FY2009-10	FY2010-11	FY2011-12	FY2012-13	Total
HEMET's Dues	16,846	17,550	18,988	18,988	18,988	18,988	18,988	18,988	148,324
VLF/PropertyTax Swap ⁽¹⁾	531,069	1,443,663	2,332,760	2,489,372	1,760,246	1,208,193	906,266	977,062	11,648,632
Prop. 42 (local streets)	300,148	466,781	0	639,244	701,702	↓	↓	↓	2,107,876
HUTA state taking blocked					1,191,165	↓	↓	↓	1,191,165
HUTA and Prop. 42 protected by Prop. 22 ⁽²⁾						1,706,122	2,201,562	2,011,603	5,919,287
Property Tax loan securitized / prohibited by Prop. 22 ⁽³⁾					1,147,684				1,147,684
VLF shift prohibited by Prop. 22 ⁽⁴⁾						306,360			306,360
SB89 VLF Shift (Now under litigation)							-270,268	-280,403	-550,671
Redevelopment TI protected by Prop. 22						8,517,004			8,517,004
Redevelopment Disolution (net of ROPS) ⁽⁵⁾							-2,523,521	-2,523,521	-5,047,042
Total Return	831,218	1,910,444	2,332,760	3,128,617	4,800,797	11,737,679	314,039	184,741	25,240,294
Rate of Return	49:1	109:1	123:1	165:1	253:1	618:1	17:1	10:1	170:1

1. Net gain in revenues by virtue of the VLF/Property Tax Swap. Growth in PropTax in Lieu of VLF versus estimated growth in VLF had it remained.
2. Prop. 22 ended the Legislature's ability to borrow or delay HUTA and Prop. 42 gas tax funds.
3. Prop. 22 ended the Legislature's ability to borrow local property taxes. The FY09-10 loan was securitized. Under Prop1A('04) another borrowing could have occurred in 3 years.
4. Prop. 22 ended the Legislature's ability to shift revenue allocations from the 0.65% state Vehicle License Fee.
5. Estimated redevelopment TI net of pass through payments and ROPS returned to local agencies other than the city via property tax apportionment shares.

~ ~ ~ ~ ~

*Our mission is to expand and protect local control for cities through education and advocacy
to enhance the quality of life for all Californians.*



1400 K Street, Suite 400 • Sacramento, California 95814
Phone: 916.658.8200 Fax: 916.658.8240
www.cacities.org

Proposed Multi-Year Advocacy Strategies to Expand and Protect Local Control Recommendations of the Task Force on League Strategic Initiatives

Proposition 30's approval November 6 may have reduced the fiscal stress on state government, but since its new revenues were already committed, it did not eliminate it. As a consequence, city revenues and local control will continue to be at risk. No one needs to tell that to city officials whose budgets were already strained by revenue losses from the Great Recession when state government eliminated redevelopment tax increment and diverted vehicle license fee funding needed to spur economic growth and deliver public safety and other city services.

In the face of this reality, the League board of directors recently appointed a special task force of city officials, representing the League's 16 regional divisions, city managers' department, and city attorneys' department. Its purpose is to carefully evaluate the advocacy strategies the League should employ over the next few years to expand and protect local control (or home rule) and funding for cities and the vital services they provide. The Task Force is chaired by First Vice President José Cisneros, San Francisco Treasurer. The vice Chair is Second Vice President Tony Ferrara, Arroyo Grande Mayor.

Recognizing that state and local governments have important and complementary roles to play in our governmental system, the Task Force has examined a range of possible strategies the League can and should consider to collaborate more closely with the Legislature, Governor, counties, schools and special districts to meet the important service needs of Californians.

While collaboration with the state and other local agencies is a desirable goal for the League and cities, it is a strategy that can't be pursued at the expense of consistency with the League's mission "to expand and protect local control for cities..." The Task Force believes that as the collective voice for the common interests of California's cities, the League should always be aggressive and creative in implementing advocacy strategies that accomplish this core mission.

The Task Force has identified the following **multi-year** advocacy options that have been approved by the League board of directors for distribution to the League membership for review and comment. The Task Force will then meet and will carefully consider any member feedback before submitting its final recommendations to the League board early next year.

The Task Force believes the League and cities will have an even greater advocacy impact by effectively engaging city officials, collaborating when possible with legislators and the Governor, using litigation when necessary to advance hard-fought League victories at the ballot box, and partnering with counties, schools and special districts to expand local authority and funding options. The Task Force also believes and recommends that the League must always be prepared, if required, to go to the voters through the initiative process to prevent unreasonable state intrusion into local affairs and to advance city home rule and local control.

City officials' comments on these recommendations are sincerely sought and welcome in the next few months. You may send them to your League Regional Public Affairs Manager (for information on how to contact your Manager see www.cacities.org/regionalmanagers) or email your comments to Mimi Sharpe in our Sacramento office at msharpe@cacities.org. Thank you very much.

League Multi-Year Advocacy Recommendations 2013 - 2016 and Beyond

2013

- **Outreach to Legislature and Governor**
 - Early January:
 - Meet With Governor and Leadership. League leaders meet with Governor and Legislative Leaders to explore common ground for joint agendas.
 - Proactive Legislation. Secure and assist legislative authors for legislation concerning economic development, affordable housing, infrastructure finance, and community development.
 - New Revenue Options for Cities. Develop and support legislation that will expand fiscal options for cities; begin discussions with other stakeholders about possible legislation and/or legislative-sponsored constitutional amendment, if necessary, to provide additional revenue-raising options for cities.
 - Before March 1 and Continuing
 - League regional divisions host receptions for brand new legislators and schedule group face-to-face meetings with all legislators to discuss common interests and support strategies. Follow up with face-to-face meetings in Sacramento (at Legislative Action Days) and district (June and August) to stress importance of League priorities. (League regional staff will organize).
 - Telling the City Story
 - City Services Profiles. Use profiles from more than 150 cities in the **Strong Cities/Strong State** program to profile the innovative ways cities are serving the public and building a stronger state in times of resource shortages. Prepare reports by legislative district and to support various legislative initiatives.
 - Charter City Tool-Kit. Publish a practical guide providing the pros and cons of charter cityhood, public information strategies for explaining the advantages of charter city status, and sample city charters and procedures.
- **Litigation.** Continue to vigorously defend local authority and constitutional revenue protections in Propositions 1A and 22, when necessary, in the courts.
- **Legislative Scorecard.** Continue to produce comprehensive legislative voting report.
- **Encourage Talented Local Officials to Run for Legislature in 2014.** Invite talented local officials who are potential legislative candidates to participate in League-sponsored California Civic Leadership Institute (CCLI).
- **Research and Draft Home Rule Legislation or Ballot Measure.** The City Attorneys Department will research and draft potential statutory or constitutional amendments for securing greater home rule authority for all cities and limiting state pre-emption of local authority as appropriate. Reach out to other local government groups to determine potential for collaboration on possible home rule proposals. Solicit feedback from city officials on options after evaluating the political feasibility of such amendments through a statewide voter opinion survey. The League board will determine by July 1 whether to ask League General Assembly for approval to file possible ballot initiative measure by October 1 (for November 2014 election) or pursue a legislative strategy in 2014.
- **Fundraising.** Continue fundraising for League ballot measure to build financial reserves to better position the League to (1) support either a legislative constitutional amendment in 2014 that would provide more revenue and funding options to fund city services and infrastructure needs; (2) fund a city home rule ballot initiative; (3) defend cities against any ballot measure that would undermine local authority and revenue; or (4) augment costs associated with litigation in defense of existing constitutional protections as needed.

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through education and advocacy to enhance the quality of life for all Californians*

2014

- **Continue Outreach on Legislation and New Revenue Options, Litigation, Legislative Scorecard, Fundraising Strategies.**
- **Telling the City Story**
 - *California Cities Annual Report.* Publish new report profiling the fiscal and service delivery challenges and successes of cities and how city services are vital in the lives of Californians. Distribute to media, Legislature and other stakeholders.
- **Division and Diversity Caucus-Sponsored Legislative Candidate Forums**
 - Encourage and assist League divisions and diversity caucuses in sponsoring early legislative forums by legislative district before the primaries to introduce legislative candidates to city officials who might be approached about endorsing them. Provide information on the prior legislative scorecard ratings of incumbents and the results of questionnaires to all candidates about their positions on League priority issues.
- **Home Rule Legislation or Ballot Measure.** If a home rule initiative ballot measure is not filed in 2013 or 2014, consider pursuing legislative enactment of home rule legislation or constitutional amendment (for 2016 ballot). Solicit feedback from city officials on proposed home rule ballot initiative measure after evaluating the political feasibility through a statewide voter opinion survey. The League board will determine by July 1 whether to ask League General Assembly for approval to file possible home rule ballot initiative measure for November 2016 election or continue to pursue a legislative strategy in 2015.

2015

- **Continue Outreach on Legislation and New Revenue Options, Litigation, Legislative Scorecard, Fundraising and California Cities Annual Report Strategies.**
- **Encourage Talented Local Officials to Run for Legislature in 2016.** Invite talented local officials who are potential legislative candidates to participate in League-sponsored CCLL.
- **Home Rule Legislation or Ballot Measure.** If a home rule initiative ballot measure is not filed in 2014, consider pursuing legislative enactment of home rule legislation or constitutional amendment. Solicit feedback from city officials on filing home rule ballot initiative after evaluating the political feasibility through a statewide voter opinion survey. The League board will determine by July 1 whether to ask League General Assembly for approval to file possible home rule ballot initiative measure for November 2016 election or continue to pursue a legislative strategy in 2016.

2016 and Beyond

- **Continue Outreach on Legislation and New Revenue Options, Litigation, Legislative Scorecard, and Telling the California Cities Annual Report Strategies.**
- **Division and Diversity Caucus-Sponsored Legislative Candidate Forums**
 - Encourage and assist League divisions and diversity caucuses in sponsoring early legislative forums before the primaries to introduce legislative candidates to city officials who might be approached about endorsing them. Provide information on the prior legislative scorecard ratings of incumbents and the results of questionnaires to all candidates about their positions on League priority issues.
- **Home Rule Ballot Measure.** If a home rule initiative ballot measure is not filed in 2015, consider pursuing legislative enactment of home rule legislation or constitutional amendment. Solicit feedback from city officials on filing home rule ballot initiative after evaluating the political feasibility through a statewide voter opinion survey. The League board will determine by July 1 whether to ask League General Assembly for approval to file possible home rule ballot initiative measure for November 2018 election or continue to pursue a legislative strategy in 2017.

Frequently Asked Questions and Answers About Proposed League Multi-Year Advocacy Strategies to Expand and Protect Local Control

1. **What type of proactive legislation might the League help sponsor or support next session?** The League was an active sponsor or supporter last session and in earlier years of legislation designed to remove obstacles to the use of Infrastructure Financing Districts, lower the vote requirements for special taxes and general obligation bonds to 55%, and expand access to the VLF and other sources of revenue. Next year similar bills are expected to be introduced, along with others to provide funding for affordable housing, infrastructure and other purposes that will likely merit League support.
2. **What are the roles of the League Divisions in this multi-year advocacy strategy?** League Regional Divisions will play a key role in partnership with the League diversity groups, hosting receptions for new legislators and scheduling group in person meetings with all legislators to discuss common interests and support strategies. Divisions will also follow up with in person meetings in Sacramento (during Legislative Action Days) and the districts (in June and August) to stress the importance of League priorities. Additionally, members of each Division will be asked to assist their Regional Public Affairs Manager to identify and recruit talented local officials who are potential legislative candidates to participate in the League-sponsored California Civic Leadership Institute (CCLI).
3. **Who can participate in the proposed meetings throughout the legislative session with our local legislators?** Mayors, council members, city managers, city clerks, city attorneys, etc. The purpose of these meetings is to develop, maintain and deepen relations with legislators at the local level and explore opportunities to work together. Legislators can benefit from the opportunity to better understand the issues and concerns of their cities, along with League priorities. City officials can also get to know their legislators better and identify areas of common interests.
4. **How can I learn out more about the *Strong Cities/Strong State* program? How can my city participate?** Go to www.StrongCitiesStrongState.com for information about how more than 150 cities are serving the public and building a stronger state even in the midst of resource shortages. Contact your League Regional Public Affairs manager for more information (www.cacities.org/regionalmanagers).
5. **Why is it necessary for the League to file litigation?** The League and city officials have invested tremendous human and financial resources over the past decade to secure meaningful constitutional protection of city revenue sources. Propositions 1A (2004) and 22 (2010) represent the will of the voters and significant victories for local control. However, it is now clear that defending and enforcing these protections will require vigilance and even litigation, possibly on a repeated basis, until the protections are generally understood and respected, especially by the Legislature and Administration.
6. **What League lawsuits are pending right now?** The League currently has two lawsuits pending in the courts challenging state actions that the League believes violate Prop. 1A and Prop. 22. In *League of California Cities v. Chiang*, the League is challenging the state's shifting VLF from cities and directing this revenue to priorities the state has unilaterally deemed to be more important. In a second case, *League of California Cities v. Matasantos*, the League is challenging the unconstitutional "clawback" penalties in AB 1484, the 2012 redevelopment

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budget trailer bill that puts city sales and property tax revenues at risk. Every city in the state has an interest in the outcome of these lawsuits.

7. **What is the League's Legislative Scorecard and how can I get the latest version?** The report details the votes of every legislator on key municipal bills. It is available online at www.cacities.org/2012voterecord.
8. **What is the California Civic Leadership Institute (CCLI)?** The CCLI is a League program created in 2005 in response to the increased turnover and loss of institutional knowledge due to term limits in the Legislature. It is designed to provide local leaders with a broad, in-depth understanding of critical issues affecting the state, including the skills needed to succeed if they are elected to the Legislature. It also provides a forum where lasting bonds can be created among California's rising political leaders. A number of CCLI alumni were recently elected to the Legislature (see www.cacities.org/Top/Partners/California-Civic-Leadership-Institute). City officials interested in participating in the CCLI should let their League regional public affairs manager know of their interest.
9. **What is "home rule"?** The doctrine of "home rule" describes the authority of a city to govern without state interference. In California, the "home rule" doctrine applies to both general law cities and charter cities. For general law cities, "home rule" means that the city may make laws that respond to the values and needs of their communities unless those laws conflict with the laws enacted by the legislature. In the event of a conflict, state law automatically prevails. For charter cities, "home rule" means that with regard to "municipal affairs," state law does not automatically prevail; rather, it only prevails if a court determines that the subject is a "matter of statewide concern." There are two "home rule" provisions of the California Constitution:
 - Article XI, section 7 (police power): General law and charter cities may make all local, police, sanitary and other laws not in conflict with the general laws.
 - Article XI, section 5 (municipal affairs): Charter cities may make all laws with respect to municipal affairs.
10. **What are some examples of "municipal affairs" for charter cities?** It is up to the courts to determine what is and what is not a "municipal affair" and the process for making that determination has not always been straightforward. The California Constitution does not define "municipal affair." It does, however, say that a charter city can legislate in a nonexclusive list of four "core" areas. These areas are 1) regulation of the "city police force"; 2) "subgovernment in all or part of a city"; 3) "conduct of city elections"; and 4) "the manner in which . . . municipal officers [are] elected." Even within this list, it is up to the courts to determine what is and is not a municipal affair. The concept of "municipal affairs" is fluid and has changed over time. Issues that are municipal affairs today could become areas of statewide concern in the future. Although, historically the courts were willing to consistently identify certain areas as "municipal affairs," more recently, the courts have considered whether an area is a "municipal affair" on a case-by-case basis. Nonetheless, there are some areas that courts have consistently classified as municipal affairs. These include: municipal election matters; how a city spends its tax dollars; contracting for municipal services; competitive bidding of public works' projects; and most, recently, the payment of prevailing wages with city funds.
11. **What are some examples of matters of "statewide concern" for charter cities?** There are some areas that courts have consistently classified as areas of "statewide concern," including: the Subdivision Map Act; state laws relating to the provision of affordable

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housing; vehicle code regulation of city streets; the environmental quality laws; and tort claims against a governmental entity.

12. Why would home rule legislation or a home ballot measure be needed? Home rule legislation or a home rule constitutional amendment may be necessary to clarify, in light of recent court decisions, that general law cities do not require a specific grant of legislative authority in order to act in the interest of its community and that Article XI, section 7 does not mean that any state legislative enactment in a subject area (e.g. contracting out for services) creates a conflict with a local general law city enactment. For charter cities an amendment may be needed to provide a new test for charter cities of what constitutes a “municipal affair” or issue of “statewide concern.” Other possible home rule amendments—such as those enacted in other states—could restrict the power of the legislature to intrude into local affairs for all cities. The Task Force believes the City Attorneys’ Department should study these issues carefully in 2013 and develop proposed legislation or a constitutional amendment, as necessary, to address the issues that can then be discussed with League members. A ballot measure could be put on the statewide ballot by either the Legislature or by voter initiative.

13. Why would the League consider pursuing another ballot measure at this time? The proposed multi-year League advocacy strategy is designed to protect and expand home rule and local control. This can be done legislatively, in the courts, and at the ballot box. While pursuing a new ballot measure is not the Task Force’s first recommendation, it is an extremely valuable advocacy strategy that must always be on the table should future actions by the legislature or courts diminish local control or further divert funds needed for vital city services. This would not be pursued without extensive consultation with League members and extensive statewide public opinion research.

Further Questions? Feel free to contact you Regional Public Affairs Manager. See: www.cacities.org/regionalmanagers.



AGENDA #

9

Staff Report

To: Honorable Mayor and Members of the City Council

From: Jorge Biagioni, Director of Engineering/City Engineer;
Ronald E. Bradley, Interim City Manager

Date: January 22, 2013

Subject: Bond Reduction
Tract Map No. 32717-1 – Woodside Homes
SE corner of State St. and McSweeny Parkway

RECOMMENDED ACTION:

That the City Council authorize the City Clerk to reduce the Faithful Performance Bond from the original amount of \$150,000.00 to \$45,000.00, with the Labor and Materials Bond in the amount of \$150,000.00 to be reduced to \$45,000.00 to reflect the work already completed.

BACKGROUND:

The Engineering Department conducted an inspection of the offsite streetlights improvements for the subject project. All work on over seventy percent (70%) of the project met the City of Hemet Standards and Specifications.

POTENTIAL ALTERNATIVE ACTIONS:

Not reduce the bonds

FISCAL IMPACT:

There is no fiscal impact.

Respectfully submitted,

Jorge Biagioni
Director of Engineering/City Engineer

Fiscal review,

Rita Conrad
Finance Director



Staff Report

TO: Honorable Mayor and Members of the City Council

FROM: Jorge Biagioni, City Engineer *[Signature]*
Ronald E. Bradley, Interim City Manager *[Signature]*

DATE: January 22, 2013

RE: Installation of Banners Across Florida Avenue

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

BACKGROUND:

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

- A. Diamond Valley Lake Marathon – Habitat for Humanity – The banner will go up at Florida and Kirby on February 18, 2013 and down on February 25, 2013, to make the public aware of the Diamond Valley Lake Marathon. The application and banner legend are attached.
- B. Free Tutoring Program – We Care San Jacinto Valley, Inc. - The banner will go up on Florida and Harvard on February 18, 2013 and down on March 4, 2013, to make the public aware of available free tutoring. The application and banner legend are attached.
- C. Quilt Show – Valley Quilters - The banner will go up on Florida and Kirby on February 4, 2013 and down on February 18, 2013, to make the public aware of the Annual Quilt Show. The application and banner legend are attached.
- D. Wood Carvers Show – Ramona County Carvers - The banner will go up on Florida and Kirby on February 25, 2013 and down on March 11, 2013 to make the public aware of the Wood Carving Show. The application and banner legend are attached.
- E. Valley Wide Country Fair – Valley Wide Recreation District - The banner will go up on Florida and Harvard on March 4, 2013 and down on March 18, 2013, to make the public aware of the Valley Wide Country Fair. The application and banner legend are attached.

- F. Easter Passion Play – Calvary Chapel - The banner will go up on Florida and Harvard on March 18, 2013 and down on April 25, 2013, to make the public aware of the Easter Play to be held at the Ramona Bowl. The application and banner legend are attached.
- G. Free E- Waste – Green Coalition – The banner will go up on Florida and Harvard on February 4, 2013 and down on February 18, 2013 to make the public aware of a free electronic recycling event. The application and banner legend are attached.

ANALYSIS:

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

CONSISTENCY WITH ADOPTED GOALS, PLANS, AND PROGRAMS:

Ordinance 1598 adopted March 23, 1998.

FISCAL IMPACT: No impact to General Fund.

Respectfully submitted,



Becky Rivera
Engineering Dept

City of Hemet
SPECIAL EVENT BANNER PERMIT APPLICATION

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

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

ORGANIZATION OR
APPLICANT NAME: Habitat for Humanity Hemet/San Jacinto

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

ADDRESS: 328 N. State st. Unit D

CITY, STATE, ZIP CODE: Hemet CA 92543

EVENT: 11th Annual Diamond Valley Lake Marathon

EVENT DATE: March 2, 2013

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

DESIRED START DATE: February 18, 2013 REMOVAL DATE: March 3, 2013 ^{2/25/13}

BANNER SIZE: 3 feet wide 25 feet long

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

SIGNATURE Patsy Svete TITLE: Administrative Coordinator

PRINTED NAME: Patsy Svete DATE: 10/2/2012

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

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

FOR CITY USE

DATE APPROVED
BY CITY COUNCIL _____

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

[Empty rectangular box for content]

Habitat for Humanity Hemet/San Jacinto
11th Annual Diamond Valley Lake Marathon
March 2, 2013
951-658-0235

**City of Hemet
SPECIAL EVENT BANNER PERMIT APPLICATION**

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ORGANIZATION OR APPLICANT NAME: We Care San Jacinto Valley, INC

CONTACT PERSON: Danielle Pearson PHONE NO: 951 552-5003

ADDRESS: 300 1st Street - Hemet, CA 92545

CITY, STATE, ZIP CODE: SAN JACINTO, CA 92545

EVENT: ADVERTISE TUTORING PROGRAM BY HANGING FLYER

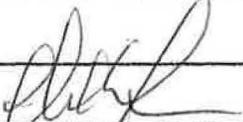
EVENT DATE: MONTH OF FEBRUARY

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

DESIRED START DATE: 2nd week of FEB REMOVAL DATE: END OF FEB 2013?

BANNER SIZE: 3x25 2/18/13 3/4/13

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

SIGNATURE:  TITLE: Director

PRINTED NAME: Danielle Pearson DATE: 1/25/2012

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

SUBMIT COMPLETED FORM AND REQUIRED ATTACHMENTS TO:

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510 E. Florida Ave.
Hemet CA 92543
(951) 765-2326 Fax (951) 765-3878

FOR CITY USE

DATE APPROVED BY CITY COUNCIL _____

3'x25' DF Street Banner

FREE TUTORING
Math • English • Science • Homework
Grades K-12 (951) 654-0080 (951) 552-5003 Se Habla Español

City of Hemet
SPECIAL EVENT BANNER PERMIT APPLICATION

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DEVICE UPON OR OVER A PUBLIC, STREET, SIDEWALK OR OTHER PUBLIC PLACE IN THE CITY
AS FOLLOWS:

ORGANIZATION OR
APPLICANT NAME: Valley Quilters
CONTACT PERSON: Linda Wayment PHONE NO. 951-927-4398
ADDRESS: 463 Michelle Lane
CITY, STATE, ZIP CODE: Hemet, CA 92544
EVENT: Quilt Show
EVENT DATE: Feb 15-16, 2013
BANNER LOCATION: Florida Ave. at Harvard Ave. or Florida Ave. at Kirby St
DESIRED START DATE: 2-4-2013 REMOVAL DATE: 2-18-2013
BANNER SIZE: 3' x 20'

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

SIGNATURE Linda Wayment TITLE: Quilt Show Chairman
PRINTED NAME: Linda Wayment DATE: 10-11-2012

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

SUBMIT COMPLETED FORM AND REQUIRED ATTACHMENTS TO:
Becky Rivera - Public Works Department
510 E. Florida Ave.
Hemet CA 92543
(951) 765-2455 Fax (951) 765-3878



Quilt Show Valley Quilters Guild

VALLEY WIDE RECREATIONAL CENTER

February
15-16

3 feet X 20 feet

City of Hemet
SPECIAL EVENT BANNER PERMIT APPLICATION

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DEVICE UPON OR OVER A PUBLIC, STREET, SIDEWALK OR OTHER PUBLIC PLACE IN THE CITY
AS FOLLOWS:

ORGANIZATION OR APPLICANT NAME: Ramona-Country Carvers
CONTACT PERSON: Bill Stewart PHONE NO. 951/260-2428
ADDRESS: 3422 Marvel St.
CITY, STATE, ZIP CODE: Hemet CA 92543
EVENT: Woodcarving Show
EVENT DATE: 3/10 & 3/11/13
BANNER LOCATION: Florida Ave. at Harvard Ave. or Florida Ave. at Kirby St.
DESIRED START DATE: 2/25/13 REMOVAL DATE: 3/11/13
BANNER SIZE: 25' x 3'

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

SIGNATURE [Signature] TITLE: Treasurer
PRINTED NAME: W.D. Stewart DATE: 5/7/12

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

SUBMIT COMPLETED FORM AND REQUIRED ATTACHMENTS TO:
Becky Rivera - Public Works Department
510 E. Florida Ave.
Hemet CA 92543
(951) 765-2455 Fax (951) 765-3878

**RAMONA
COUNTRY
CARVERS
CGC #22**

ANNUAL WOOD CARVING SHOW
MAR 10 & 11 (SAT-SUN) 9:00AM-4:30PM

**VALLEY-WIDE
SPORTS CENTER
901 W. ERMENABE AVE.
SAN JACINTO, CA**

City of Hemet SPECIAL EVENT BANNER PERMIT APPLICATION

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

ORGANIZATION OR APPLICANT NAME: Valley - Wide Recreation and Park District

CONTACT PERSON: Jan Bissell PHONE NO 951-306-7135 Cell

ADDRESS: 32665 Haddock St.

CITY, STATE, ZIP CODE: Winchester

EVENT: Valley - Wide Country Fair

EVENT DATE: April 4, 5, 6 & 7.

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

DESIRED START DATE: 3-4-13 REMOVAL DATE: 3-18-13

BANNER SIZE: 3' x 30'

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

Too Follow - Like Last year.

SIGNATURE Jan B. Bissell TITLE: Supervisor

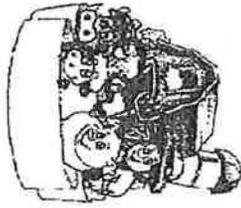
PRINTED NAME: Jan B. Bissell DATE: 7-26-2012

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

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

FOR CITY USE

DATE APPROVED
BY CITY COUNCIL



VALLEY-WIDE COUNTRY FAIR

APRIL 4-7 • www.VWCOUNTRYFAIR.COM



**THURSDAY
50¢ RIDES**

**City of Hemet
SPECIAL EVENT BANNER PERMIT APPLICATION**

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

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

ORGANIZATION OR APPLICANT NAME: CALVARY CHAPEL HEMET
CONTACT PERSON: ERIC MILLER PHONE NO. (951) 445-1884
ADDRESS: 26121 HEMET ST
CITY, STATE, ZIP CODE: HEMET CA, 92544
EVENT: EASTER
EVENT DATE: MARCH 31
BANNER LOCATION: Florida Ave. at Harvard Ave. or Florida Ave. at Kirby St.
DESIRED START DATE: 3-18-13 REMOVAL DATE: 3-30-13
BANNER SIZE: 3' x 30'

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

SIGNATURE *Eric Miller* TITLE: ASSOCIATE PASTOR
PRINTED NAME: ERIC MILLER DATE: 1-9-13

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

SUBMIT COMPLETED FORM AND REQUIRED ATTACHMENTS TO:
Becky Rivera - Public Works Department
510 E. Florida Ave.
Hemet CA 92543
(951) 765-2455 Fax (951) 765-3878

CELEBRATE THE RESURRECTION OF CHRIST
EASTER SUNDAY, 10:00 AM AT THE RAMONA BOWL
ADMISSION IS FREE!

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

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

ORGANIZATION OR APPLICANT NAME: Green Coalition of the San Jacinto Valley

CONTACT PERSON: Nancy Austin PHONE NO. 951-658-7319

ADDRESS: 140 E. Stetson Ave #254, Hemet, CA 92543

CITY, STATE, ZIP CODE: Hemet CA 92543

EVENT: Green Coalition Free E WASTE Event

EVENT DATE: March 16th

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

DESIRED START DATE: 2-13 REMOVAL DATE: 2-18-13

BANNER SIZE: Standard

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

SIGNATURE Nancy Austin TITLE: Vice President

PRINTED NAME: Nancy Austin DATE: 12-28-12

THE FOLLOWING MUST BE ATTACHED:

DRAWING SHOWING BANNER SIZE, DESIGN, WORDING AND COLORS TO BE USED.

SUBMIT COMPLETED FORM AND REQUIRED ATTACHMENTS TO:

Becky Rivera - Public Works Department

510 E. Florida Ave.

Hemet CA 92543

(951) 765-2455 Fax (951) 765-3878

GREEN COALITION FREE E-WASTE EVENT

SATURDAY MARCH 16 @ HEMET VALLEY MALL



Staff Report

TO: Honorable Mayor and Members of the Hemet City Council

FROM: Ronald E. Bradley, Interim City Manager *REB*
Deanna Elliano, Community Development Director

DATE: January 22, 2013

RE: **ZONING ORDINANCE AMENDMENT (ZOA) NO. 12-005 (Alcoholic Beverage Sale Regulations)** A City-initiated ordinance adding a new Section 90-90 (Alcohol Sales) to Chapter 90 (Zoning) of the Hemet Municipal Code, and amending the lists of permitted uses in Sections 90-892 and 90-1042. This ordinance is an element of the Hemet ROCS (Restoring Our Community Strategy) Program.

RECOMMENDED ACTION:

That the City Council:

1. *Adopt Ordinance Bill No. 13-001, establishing Article III, Section 90-90 of the Hemet Municipal Code regarding alcoholic beverage sales.*

BACKGROUND:

On January 8, 2013, the City Council conducted a noticed public hearing and introduced and waived further readings of Ordinance Bill No. 13-001. The need for the ordinance was based on the fact that the City of Hemet is currently over-concentrated in terms of the number of alcoholic beverage licenses issued within the City by the State Alcoholic beverage Control (ABC), and there was no process in place to formally review requests for alcoholic beverage permits at the local level. The draft ordinance establishes a city review process, (including the requirement for a Conditional Use Permit for certain uses), and sets forth specific separation requirements, operational standards, and required findings for approval. In addition, the operational standards will also apply to existing establishments with alcoholic beverage licenses, and govern such aspects of the use including loitering, lighting, security, graffiti, signage, litter, and ABC training for employees. Additional operational conditions may also be added as warranted on a case-by-case basis as part of the review and approval process. Staff believes that the proposed Ordinance achieves the goal of providing a greater level of local control over alcoholic beverage sales and accountability of the operator, without being overly regulatory or discouraging responsible businesses.

Respectfully submitted,



Deanna Elliano
Community Development Director

1. Attachment(s): Proposed City Council Ordinance Bill No. 13-001



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CITY OF HEMET
Hemet, California
ORDINANCE BILL NO. 13-001

AN ORDINANCE OF THE CITY COUNCIL OF THE CITY OF HEMET, CALIFORNIA, ADDING A NEW SECTION 90-90 (ALCOHOL SALES) TO ARTICLE III (SPECIAL USES AND CONDITIONS) OF CHAPTER 90 (ZONING) OF THE HEMET MUNICIPAL CODE, AND AMENDING LISTS OF PERMITTED USES IN SECTIONS 90-892, 90-932 AND 90-1042, AN ELEMENT OF THE HEMET RESTORING OUR COMMUNITY STRATEGY (HEMET ROCS) PROGRAM.

WHEREAS, research shows that areas with greater densities of on-site and off-site alcohol outlets also generally have higher rates of motor vehicle crashes, alcohol-related hospital admissions, pedestrian injury collisions, self-reported injury and drinking and driving among both young people and adults; and

WHEREAS, the relationship between alcohol outlet density and violent crime has been well documented; communities with 100 or more alcohol outlets and a population of 50,000 or more can expect an annual increase of 2.5 violent crimes each year for every alcohol outlet added in the area; and

WHEREAS, drunk driving arrests often take place at night, as bars are closing and highways become crowded with patrons who have been drinking; and

WHEREAS, nuisance and criminal activities such as drug dealing, public drunkenness, loitering and other behaviors that negatively impact neighborhoods occur with disproportionate frequency at and around the premises of on-site and off-site alcohol uses; and

CITY OF HEMET ORDINANCE BILL NO. 13-001
ZONING ORDINANCE AMENDMENT NO. 12-005
ALCOHOLIC BEVERAGE SALES REGULATIONS

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

3 **SECTION 1: ADDITION OF SECTION 90-90.**

4 A new Section 90-90 is added to the Hemet Municipal Code, and shall read as
5 shown in Exhibit "A" hereto.

6 **SECTION 2: AMENDMENT OF SECTIONS 90-892, 90-932, AND 90-1042**

7 Sections 90-892, 90-932, and 90-1042 are amended as shown in Exhibit "B"
8 hereto.

9 **SECTION 3: CEQA FINDINGS.**

10 This Ordinance is exempt from the California Environmental Quality Act
11 ("CEQA") under CEQA Guideline 15061(b)(3) because it can be said with certainty that
12 there is no possibility the proposed Ordinance may have a significant effect on the
13 environment. The proposed Ordinance requires certain uses that engage in on-sale or
14 off-sale of alcoholic beverages to obtain a permit prior to commencing the use. It does
15 not approve any particular use, and any such use will undergo CEQA review prior to the
16 issuance of the permit.

17 **SECTION 4: SEVERABILITY.**

18 If any section, subsection, subdivision, sentence, clause, phrase, or portion of
19 this Ordinance is, for any reason, held to be invalid or unconstitutional by the decision of
20 any court of competent jurisdiction, such decision shall not affect the validity of the
21 remaining portions of this Ordinance. The City Council hereby declares that it would
22 have adopted this Ordinance, and each section, subsection, subdivision, sentence,
23 clause, phrase, or portion thereof, irrespective of the fact that any one or more sections,
24

25
26 **CITY OF HEMET ORDINANCE BILL NO. 13-001**
27 **ZONING ORDINANCE AMENDMENT NO. 12-005**
28 **ALCOHOLIC BEVERAGE SALES REGULATIONS**

1 subsections, subdivisions, sentences, clauses, phrases, or portions thereof be declared
2 invalid or unconstitutional.

3 **SECTION 5: EFFECTIVE DATE.**

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

6 **SECTION 6: PUBLICATION.**

7 The City Clerk is authorized and directed to cause this Ordinance to be published
8 within fifteen (15) days after its passage in a newspaper of general circulation and
9 circulated within the City in accordance with Government Code Section 36933(a) or, to
10 cause this Ordinance to be published in the manner required by law using the
11 alternative summary and pasting procedure authorized under Government Code
12 Section 39633(c).

13
14 **INTRODUCED** at the regular meeting of the Hemet City Council on _____ 2013.

15
16 **APPROVED AND ADOPTED** this ___ day of _____ 2013.

17
18
19 _____
20 **Robert Youssef, Mayor**

21 **ATTEST:**

21 **APPROVED AS TO FORM:**

22
23 _____
24 **Sarah McComas, City Clerk**

23 _____
24 **Eric S. Vail, City Attorney**

25
26 _____
27 **CITY OF HEMET ORDINANCE BILL NO. 13-001**
28 **ZONING ORDINANCE AMENDMENT NO. 12-005**
ALCOHOLIC BEVERAGE SALES REGULATIONS

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**CITY OF HEMET ORDINANCE BILL NO. 13-001
ZONING ORDINANCE AMENDMENT NO. 12-005
ALCOHOLIC BEVERAGE SALES REGULATIONS**

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 _____ 2013,
6 and had its second reading at the regular meeting of the Hemet City Council on the ___
7 day of _____, 2013, and was passed by the following vote:

8 **AYES:**

9 **NOES:**

10 **ABSTAIN:**

11 **ABSENT:**

12
13 _____
14 Sarah McComas, City Clerk
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26 **CITY OF HEMET ORDINANCE BILL NO. 13-001**
27 **ZONING ORDINANCE AMENDMENT NO. 12-005**
28 **ALCOHOLIC BEVERAGE SALES REGULATIONS**

EXHIBIT "A"

90-90. – Alcohol Sales

(a) *Purpose*

The purpose of this Section is to establish standards for businesses engaged in the sale of alcoholic beverages to protect the health, safety, and general welfare of the residents of the City. This Section regulates businesses engaged in the sale of alcoholic beverages to ensure compatibility of such uses with surrounding uses and properties and to avoid impacts associated with such uses.

(b) *Definitions*

- (1) *"ABC"* or the "California Department of Alcoholic Beverage Control" means the department of the State of California empowered to act pursuant to Article 20, section 22, of the California Constitution and authorized to administer the provisions of the Alcoholic Beverages Control Act.
- (2) *Alcoholic Beverage* means alcohol, spirits, wine, beer, liquor, and any solid or liquid containing alcohol, spirits, wine, or beer, that contains one-half of one percent or more of alcohol by volume and that is fit for beverage purposes either alone or when diluted, mixed or combined with other substances, the sale of which requires an ABC license.
- (3) *Director* means the Community Development Director.
- (4) *Off-sale* means the sale of alcoholic beverages for off-site consumption.
- (5) *On-sale* means the sale of alcoholic beverages for consumption on-site.
- (6) *PCN Determination* means a determination made upon ABC request that the public convenience or necessity would or would not be served by the issuance of a proposed ABC license.

(c) *Permit Required.* Except as provided in subsection (e) of this Section, any use that proposes to engage in the on-sale or off-sale of alcoholic beverages must first obtain a Conditional Use Permit as provided in this Section. In addition, a Conditional Use Permit or Modification to an existing Conditional Use Permit shall be required for the following:

- (1) Any change in the type of an existing ABC license (e.g., an upgrade from beer and wine to sale of spirits, etc.), including changes in hours of operation or addition of live entertainment.
- (2) A premise-to-premise transfer of an existing ABC license.

- (3) Any ABC licensed establishment that has its license revoked, suspended, or surrenders its license to ABC or discontinues use of the license for 30 days or has its Conditional Use Permit revoked or vacates the property, shall obtain a new Conditional Use Permit before reestablishing the use.

(d) *Conflicting Provisions*

In the event that the type of permit required for a proposed use under this Section differs from the type of permit required by any other provision of this Chapter, the more restrictive permit requirement shall apply.

(e) *Exemptions*

- (1) The following uses are not subject to the permit requirement in subsection (c) of this Section:

- a. Restaurants that have been licensed by ABC as a “bona fide eating place” and are in compliance with the terms and conditions of their license.
- b. Grocery stores with at least 25,000 square feet of floor area that devote less than five percent (5%) of their floor area to the off-sale of alcoholic beverages.
- c. Florist and gift shops that include the incidental sale of wine with gift baskets or floral arrangements.
- d. Retail or wholesale stores with at least 30,000 square feet of floor area that devote less than five percent (5%) of their floor area to the off-sale of alcoholic beverages.
- e. Temporary uses that have obtained a Special Event Permit from the City pursuant to Section 90-73.

- (2) Nothing in this subsection (e) shall be construed as exempting any use from any other permit requirement established in any other section of this Code.

- (3) This Section does not apply to any activity that is not required to be licensed under the California Alcoholic Beverage Control Act.

(f) *Findings*

In addition to the findings applicable to Conditional Use Permits under Section 90-42 *et seq.*, the decision making body shall make the following supplemental findings before approving a Conditional Use Permit for a use that engages in the on-sale or off-sale of alcoholic beverages:

- (1) The use complies with all of the following separation requirements. Notwithstanding the foregoing, the decision making body may issue a

Conditional Use Permit to a use that does not comply with one or more of the following separation standards if it finds that unique circumstances exist that justify non-compliance with the separation standard(s).

- a. The use is located at least 600 feet, as measured from property line to property line, from any existing public or private schools (K through 12), public parks, or places of worship;
 - b. The use is located at least 100 feet, as measured from property line to property line, from existing residential uses or land that is zoned for residential uses.
 - c. The use is located at least 1000 feet, as measured from property line to property line, from existing parolee-probationer homes, emergency shelters, supportive housing, or transitional housing.
- (2) The use is fully visible from a public street with an unobstructed view from the public street for public safety.
 - (3) The proposed use will not be detrimental to surrounding properties and neighborhoods including ensuring that the use does not contribute to loitering, public drunkenness, noise, obstructing pedestrian and vehicular traffic, parking, crime, interference with pedestrian corridors used by children, defacement and damage to structures.
 - (4) The proposed use will not adversely impact the suitability of adjacent commercially zoned properties for commercial uses.

(g) *Standards*

The following standards shall apply to all uses engaging in the on-sale or off-sale of alcoholic beverages, including without limitation uses in existence prior to the effective date of this Section and uses that are listed in subsection (e) (1) as exempt from the Conditional Use Permit requirement.

- (1) Public Consumption. If the use engages in the off-sale of alcohol but not the on-sale of alcohol, the owner or operator shall post a sign to indicate that it is unlawful for a person to consume alcoholic beverages in a public place or where posted.
- (2) Open Containers. The possession of alcoholic beverages in open containers and the consumption of alcoholic beverages are prohibited on or around the premises.
- (3) Loitering. Loitering is prohibited on or around the premises of any use engaging in the dispensing or sale of alcoholic beverages and it shall be the responsibility of the owner of any such establishment to post "No Loitering" signs and actively enforce measures that preclude loitering.

- (4) Lighting. The use shall maintain lighting to provide illumination for the security and safety of parking and access areas. The lighting shall be provided at a level of no less than one foot candle throughout in parking lots and access areas.
 - (5) Security/Surveillance. Surveillance cameras and equipment shall be installed to record all purchases and attempted purchases of alcoholic beverages in accordance with the specifications provided by the Police Department. The equipment shall be able to record a minimum of 24 hours of operation. The facility operator shall maintain the recordings for the prior 60 days.
 - (6) Graffiti. The owner or operator of the use shall remove or paint over any graffiti within 48 hours of the graffiti being painted or marked upon the premises.
 - (7) Displays & Signs. There shall be no interior displays of alcoholic beverages or signs which are clearly visible to the exterior. There shall be no exterior advertising or sign of any kind promoting or indicating the availability of alcoholic beverages. No more than 25% of the square footage of each window and glass-paneled door shall bear advertising or signs of any sort, and all advertising and signage shall be placed in a manner that ensures that law enforcement personnel have a clear and unobstructed view of the interior of the premises.
 - (8) Litter. The owner or operator of the use shall remove litter from the premises daily, and shall keep the premises swept to prevent debris build up. Trash bins in approved enclosures shall be provided.
 - (9) ABC Training. The owner or operator of the use shall provide ABC approved or certified training for all employees who sell or serve alcoholic beverages within thirty (30) days of opening for business, and all new employees thereafter shall be trained within thirty (30) days of the date of their employment.
 - (10) Additional Conditions. In approving a Conditional Use Permit to establish a use selling alcoholic beverages, the decision making body may impose additional reasonable conditions on the use to ensure that it operates in a manner that provides adequate protection of the public health, safety, and general welfare.
- (h) *Public Convenience or Necessity*
- (1) When ABC requests that the City make a determination whether the public convenience or necessity (PCN) would be served by the issuance of a proposed ABC license, the provisions of this subsection shall govern.

- (2) A PCN determination shall be made by the Planning Commission if the proposed use would require a Conditional Use Permit under this Section. If ABC requests a PCN determination for a use that is exempt from the permit requirement of this Section, the Director shall make the PCN determination. The Director or the Planning Commission may consult with the Chief of Police in making their determination. A noticed public hearing is not required for a PCN determination.
- (3) A PCN determination shall be based on the following findings:
 - a. The public convenience would be served by the establishment of the proposed use.
 - b. The proposed use is not anticipated to be a source of nuisance behavior associated with the excessive consumption of alcoholic beverages, or the exposure of alcoholic beverages to minors.
 - c. The proposed use would not be detrimental to the public health, safety or welfare.
 - d. The proposed use would not increase the severity of existing law enforcement or public nuisance problems in the surrounding area.
 - e. The proposed use is consistent with the objectives, policies, general land uses, and programs of the general plan and any applicable specific plan, this Section and any applicable zoning regulations contained in this Chapter.



AGENDA # 12

Staff Report

To: Honorable Mayor and Members of the City Council

From: Jorge Biagioni, Director of Engineering/City Engineer, 
Ronald E. Bradley, Interim City Manager, 

Date: January 22, 2013

**Subject: Caltrans' Cooperative Agreement No. 08-1545
Traffic Signal at the intersection of SR-74 and California Avenue
Project No. 0812000030**

RECOMMENDATION

Staff respectfully recommends that the City Council:

1. Accept the Cooperative Agreement with Caltrans,
2. Authorize the Mayor, Interim City Manager, and Administrative Services Director to execute the Cooperative Agreement.

BACKGROUND

The installation of the traffic signal at the intersection of SR-74 (Florida Avenue) and California Avenue was originally conditioned to Tract 28286, corresponding to the Four Seasons development.

Because the developer of the project, Heartland/MSK Realty Ventures, Inc, went into bankruptcy proceedings it defaulted from the non-completed Conditions of Approval, including the installation of the signal.

The City, in 2012, reached an agreement with Heartland/MSK Realty Ventures, Inc. to settle the dispute over non-completed work and credits claimed by the developer. At the same time, Caltrans started to design the signal at the subject intersection and contacted both, the City of Hemet and the County of Riverside to request a contribution from the agencies since some of the corners are under different jurisdiction.

With the approval of the previous City Manager, Mr. Nakamura, I have sent a letter to Caltrans indicating that the City of Hemet will contribute a sum not to exceed \$150,000. This amount corresponds to approximately 25% of the project since only one leg of the intersection lies within City limits.

AGENDA DATE: January 22, 2013
SUBJECT: Caltrans' Cooperative Agreement
Traffic Signal at SR-74 and California Ave.

Page 2

ANALYSIS

According to Caltrans' Project Manager, Mr. Mustapha laali, the contract for the project is expected to be awarded before June 30, 2013, and installation of the signal may begin by October, 2013.

This project will constitute a great benefit to the residents of both, the Four Seasons development and Reinhardt Canyon, by facilitating the traffic movements at the intersection, but mainly for the safe access to eastbound Florida Avenue from southbound California Avenue.

COORDINATION & REVIEW:

The Engineering Department has been reviewing the progress prints submitted by Caltrans and final plans will be ready in the next few months.

CONSISTENCY WITH ADOPTED GOALS, PLANS, AND PROGRAMS:

This signal is identified as a street project in the City's Development Impact Fee program.

FISCAL IMPACT

There are no fiscal impacts to the General Fund. The funds for this project will be drawn from the Development Impact Fees' Streets, Bridges and Signals account (Fund 329).

Respectfully submitted,



Jorge Biagioni
Director of Engineering/City Engineer

Fiscal review,



Rita Conrad
Finance Director

*Encl. Caltrans letter of 3/16/11
Letter from City of 3/29/11
Letter from City of 5/17/12
Contribution Cooperative Agreement No. 08-1545 (five sets)*

DEPARTMENT OF TRANSPORTATION
OFFICE OF THE DISTRICT DIRECTOR
464 WEST FOURTH STREET, MS 1201
SAN BERNARDINO, CA 92401-1400
MAIN (909) 383-4561
DIRECT (909) 383-4055
FAX (909) 383-6239
TTY 711
www.dot.ca.gov/dist8



*Flex your power!
Be energy efficient!*

March 16, 2011

Mr. Jorge Biagioni
Acting Director, City of Hemet
Department of Public Works
510 East Florida Ave
Hemet, CA. 92543

08-Rjv-74-35.929
California Avenue

Dear Mr. Biagioni:

The California Department of Transportation (Department) has recently completed a Traffic Signal Warrants Study for the intersection of State Route 74 (SR-74) and California Avenue. Based on this study, it has been determined that this intersection meets the criteria for the installation of a traffic signal as outlined in the California Manual of Uniform Traffic Control Devices.

SR-74 and California Ave. is a four-legged intersection. The easterly and westerly legs are under the Departments' jurisdiction. The north leg of the intersection (California Ave) is under the jurisdiction of the City of Hemet, while the south leg is under the jurisdiction of the County of Riverside. The cost of the traffic signal needs to be split in proportion of the number of legs under each agencies jurisdiction.

The Department is requesting the city of Hemet to participate in this project and pay 25% of the total project cost. The County of Riverside has already committed to pay a portion of the project cost. (copy of County's letter attached). The Department would contribute 50% of the project cost and will serve as the lead agency for project.

Please let us know if the City is willing to participate in the funding of this project.

If you have any question or need additional information, please contact me at (909) 383-5979 or Haissam Yahya at (909) 383-4065

Sincerely,

A handwritten signature in black ink, appearing to read "Syed Raza".

SYED RAZA
Deputy District Director
Traffic Operations

c: RWolfe
HYahya
Attachment



City of Hemet

510 E FLORIDA AVE • HEMET, CALIFORNIA 92543 • (951)765-2360

Public Works-Engineering

March 29, 2011

Mr. Syed Raza
Caltrans District 8
464 West Fourth Street
San Bernardino, CA 92401-4055

**Subject: Proposed Traffic Signal at SR-74 and California Avenue
(08-Riv-74-35.929 California Avenue)**

Dear Mr. Raza:

This is in response to your letter, dated March 16, 2011, requesting the City of Hemet's participation in the construction of the subject project.

Since the intersection has met the corresponding warrants for the installation of the signal, it is the City's intention to enter into a cooperative agreement to share the cost of construction.

Because the north leg of the intersection, California Avenue, is within the jurisdiction of the City of Hemet and represents 25% of the project, we are agreeable to participate for a fixed amount of \$100,000 for the installation of the signal.

Understanding that Caltrans will be the lead-agency, please provide us with a copy of the cooperative agreement for review.

We are looking forward to working with Caltrans and if you have any questions, please do not hesitate to contact me at (951) 765-2362.

Sincerely,

Jorge Biagioni, P.E.
Principal Engineer

cc: *Brian Nakamura, City Manager*
Rita Conrad, Finance Director
Victor Monz, Principal Engineer

SR-74/CA Signal



City of Hemet

510 E FLORIDA AVE • HEMET, CALIFORNIA 92543 • (951)765-2360

Public Works-Engineering

May 17, 2011

Mr. Syed Raza
Caltrans District 8
464 West Fourth Street
San Bernardino, CA 92401-4055

**Subject: Proposed Traffic Signal at SR-74 and California Avenue
(08-Riv-74-35.929 California Avenue)**

Dear Mr. Raza:

This is in response to an phone and e-mail message sent by Mr. Bruce Mahmoudi, dated April 5, 2011, requesting an increase in the City of Hemet's participation, due to estimated costs, for the construction of the subject project.

After consulting with the City Manager, the City of Hemet will augment its participation from the initial amount of \$100,000 to a sum, not to exceed \$150,000, for the installation of the signal.

Understanding that Caltrans will be the lead-agency, please provide us with a copy of the plans, schedule, and cooperative agreement for review.

We are looking forward to working with Caltrans and if you have any questions, please do not hesitate to contact me at (951) 765-2362.

Sincerely,

Jorge Biagioni, P.E.
Principal Engineer

cc: *Brian Nakamura, City Manager*
Rita Conrad, Finance Director
Victor Monz, Principal Engineer

SR-74/CA Signal

08-Riv-SR-74-PM 35.929
Install Traffic Signal
Intersection of SR-74/California Avenue
Bordering the City of Hemet
EA 0R180
District Agreement No. 08-1545
Project No. 0812000030

CONTRIBUTION COOPERATIVE AGREEMENT

This agreement, effective on _____, 20__ is between the State of California, acting through its Department of Transportation, referred to as CALTRANS, and:

CITY OF HEMET, a body politic and municipal corporation or chartered city of the State of California, referred to as CITY.

RECITALS

1. CALTRANS and CITY, collectively referred to as PARTNERS, are authorized to enter into a cooperative agreement for improvements to the SHS per Streets and Highways Code sections 114 and 130.
2. CALTRANS desires to install a traffic signal at the intersection of State Route 74 (SR-74) and California Avenue, boarding the city of Hemet, referred to as PROJECT.
3. CITY will contribute funds to the north leg of California Avenue portion of PROJECT. Contributed funds will be used for the north leg of California Avenue portion of PROJECT.
4. PARTNERS now define in this agreement the terms and conditions of this contribution.

RESPONSIBILITIES

5. CALTRANS is the SPONSOR and IMPLEMENTING AGENCY for PROJECT.
6. CITY is a FUNDING PARTNER contributing a fixed amount toward the north leg of California Avenue portion of PROJECT.

DEFINITIONS

FUNDING PARTNER – A partner who commits a defined dollar amount.

IMPLEMENTING AGENCY – The partner responsible for managing the scope, cost, and schedule of a project component to ensure the completion of that component.

PARTNERS – The term that collectively references all of the signatory agencies to this agreement. This term only describes the relationship between these agencies to work together to achieve a mutually beneficial goal. It is not used in the traditional legal sense in which one partner's individual actions legally bind the other partners.

SPONSOR – The partner that accepts the obligation to secure financial resources to fully fund PROJECT. This includes any additional funds beyond those committed in this agreement necessary to complete the full scope of PROJECT defined in this agreement or settle claims.

SCOPE

7. CALTRANS is responsible for all work for PROJECT.

COST

8. CITY will contribute a fixed amount of \$150,000 of local funds in a single lump sum payment.
9. If federal funds are being contributed as part of this agreement, CALTRANS will administer all federal funds.
10. CALTRANS will submit an invoice to CITY 30 calendar days after award date.
11. CITY will pay CALTRANS within 30 calendar days of receipt of invoice.

GENERAL CONDITIONS

12. All obligations of CALTRANS under the terms of this agreement are subject to the appropriation of resources by the Legislature, the State Budget Act authority, and the allocation of funds by the California Transportation Commission.
13. Neither CITY nor any officer or employee thereof is responsible for any injury, damage, or liability occurring by reason of anything done or omitted to be done by CALTRANS and/or its agents under or in connection with any work, authority, or jurisdiction conferred upon CALTRANS or arising under this agreement. It is understood and agreed that, CALTRANS, to the extent permitted by law, will defend, indemnify, and save harmless CITY and all of its officers and employees from all claims, suits, or actions of every name, kind and description brought forth under, including, but not limited to,

tortious, contractual, inverse condemnation, or other theories or assertions of liability occurring by reason of anything done or omitted to be done by CALTRANS and/or its agents under this agreement.

14. This agreement is intended to be PARTNERS' final expression and supersedes all prior oral understanding or writings pertaining to PROJECT.
15. This agreement will terminate upon receipt of the full payment from CITY to CALTRANS.

However, all indemnification provisions will remain in effect until terminated or modified in writing by mutual agreement.

SIGNATURES

PARTNERS declare that:

1. Each partner is an authorized legal entity under California state law.
2. Each partner has the authority to enter into this agreement.
3. The people signing this agreement have the authority to do so on behalf of their public agencies.

**STATE OF CALIFORNIA
DEPARTMENT OF TRANSPORTATION**

CITY OF HEMET

By: _____
Basem E. Muallem, P.E.
District Director

By: _____
Robert Youssef
Mayor

CERTIFIED AS TO FUNDS:

ATTEST:

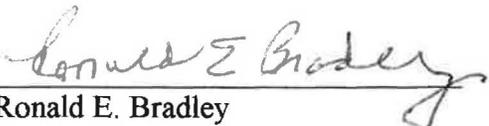
By: _____
Lisa Pacheco
District Budget Manager

By: _____
Sarah McComas
City Clerk

APPROVED AS TO FORM:

By: _____
Eric Vail
City Attorney

CONCURRENCE:

By: 

Ronald E. Bradley
Interim City Manager

CONCURRENCE:

By: _____
Rita Conrad
Administrative Services Director



Staff Report

TO: Honorable Mayor and Members of the City Council

FROM: David M. Brown, Chief of Police; Ronald E. Bradley, Interim City Manager *RFB*

DATE: January 22, 2013

RE: **2013 State COPS Grant Expenditure Plan and Supplemental Appropriation**

RECOMMENDED ACTION:

1. Accept the 2013 State COPS grant award of \$128,786
2. Approve the proposed expenditure plan for the \$128,786 in State COPS Grant funding for 2013.
3. Upon award of the grant, authorize increase in revenues of \$128,786, increase in appropriation in the amount of \$128,786 to accounts to be assigned by Finance based on the approved expenditure plan.

BACKGROUND:

California Assembly Bill 3229, provides for Supplemental Law Enforcement Services Fund (SLESF). This is also known as the Citizen's Option for Public Safety (COPS) grant. Grant funds must be used by cities to support front line law enforcement services. The grant requires that the proposed expenditure plan be approved by Council prior to the funds being distributed.

ANALYSIS:

Based on Council priorities and projected operational needs, we recommend the following expenditure plan:

Technology Upgrades	\$ 60,000
Investigations/ROCS Vehicle Replacement	\$ 45,000
Special Projects/ROCS Overtime	<u>\$ 23,786</u>
Total:	\$128,786

FISCAL IMPACT:

There is no match required for this grant.

Respectfully submitted,

David M. Brown
David M. Brown
Chief of Police

Fiscal Review,

Rita Conrad
Rita Conrad
DCM/Administrative Services



Staff Report

TO: Honorable Mayor and Members of the City Council

FROM: David M. Brown, Chief of Police *[Signature]*
Ronald E. Bradley, Interim City Manager

DATE: January 22, 2013

RE: Architectural Services and Design of Sisk Building Replacement Project

RECOMMENDED ACTION:

1. That the City Council award to the lowest, qualified firm, Andresen Architecture, Inc., a professional services agreement for architectural and design services related to the Sisk Building Replacement Project;
2. Authorize the Interim City Manager to enter into a professional services agreement with Andresen Architecture, Inc., for said services;
3. Establish budget in the amount of \$68,500 in fund # 331-3100-5300.

BACKGROUND:

In September 2012 the police chief briefed the city council on the status of the Sisk Building Rebuild Project. The city council authorized the police chief to solicit competitive bids for the design of a replacement structure for the "Sisk Building" that was destroyed by fire in 2010. The direction was based on the following information:

On June 28, 2010, an arson fire destroyed the Hemet Police Department's "Property and Evidence" building located at 410 E. Devonshire Ave., Hemet. This building is commonly referred to as the "Sisk Building" because it was the site of Sisk Auto Parts prior to being purchased by the city.

After the fire, all salvageable property and evidence were relocated and the property and evidence operations were moved to temporary space within the main police building. The Sisk Building was later determined to be not suitable for refurbishing and use as a police property and evidence facility. Negotiations with the city's insurer began and an agreement was reached to allow for the rebuilding of the facility on the main police campus located at 450 E. Latham Ave., Hemet.

The police chief convened a committee that included representatives from police, fire, finance, building and planning and the city attorney, to study the feasibility of a building project that would address more than simply replacing the property and evidence building. The committee recommended that a portion of the available project funds be utilized to retain an architectural firm to design a multi-use replacement building that will meet the immediate and future needs of the department.

DISCUSSION / ANALYSIS:

On December 18, 2012, the procurement office received four (4) sealed proposals, shown below:

Andresen Architecture, Inc.	\$ 68,500.00
Miller Architecture	\$ 69,269.00
STK Architecture, Inc.	\$105,347.00
WLC Architects, Inc.	\$152,990.00

COORDINATION AND REVIEW:

This request for proposal was sent to six architectural firms having design experience with police facility improvements. A follow up interview was conducted and the project team concluded that Andresen Architecture, Inc. meets all of the City's requirements and is available to begin work immediately.

INTEGRATION OF CITY COUNCIL GOALS:

Public safety has been a priority goal of the Hemet City Council. This project supports this goal by providing permanent, modernized, and secure facilities for police operations.

FISCAL IMPACT:

No impact to the General Fund.

Funding for this phase of the project (\$68,500.00) will come from the DIF Police Facilities Fund. There is sufficient fund balance and this project meets the requirements of the fund.

Respectfully Submitted,

David M. Brown
Chief of Police

Fiscal Review,


Rita Conrad
Deputy City Manager
Administrative Services



Staff Report

TO: Honorable Mayor and Members of the City Council

FROM: David M. Brown, Chief of Police; Ronald E. Bradley, Interim City Manager *REB*

DATE: January 22, 2013

RE: **Purchase of Replacement Patrol Vehicles**

RECOMMENDED ACTION:

1. Award bid to Gosch Ford of Hemet, the lowest qualified bidder, for the purchase of (9) replacement black and white patrol vehicles;
2. Authorize the Interim City Manager to approve purchase order for vehicles

BACKGROUND:

The police department implemented an Assigned Patrol Vehicle Plan in 1994. The primary objectives of the plan are to increase police visibility, increase active patrol time and increase the "useful life" of police vehicles. At the time, the estimated "useful life" of a patrol car was projected to increase from 3 years to 7 years.

The program has proven to be highly successful in meeting all 3 objectives. By assigning vehicles to patrol officers, the "down time" at the beginning and end of a shift is eliminated because the officer's patrol vehicle is equipped and ready at all times. This allows the officer to stay "in-service" for the entire length of the shift. The estimated additional patrol time garnered by this program is 60 minutes per day, per officer. The annual additional patrol time realized by the department as a result of the Assigned Vehicle Program is 7,300 hours, or the equivalent of 3.8 full-time police officers. The annual "savings" to the department in personnel dollars is approximately \$406,600.00

During the 18 years the program has been in place, the average "useful life" of a patrol car has increased to 7.5 years. Due to the increased life span, the department has only needed to replace an average of 3-5 cars per year. Similarly-sized departments utilizing a "pool car" deployment method are required to replace 5-7 cars per year, or a third of their fleet.

An additional benefit of the Assigned Vehicle Program is the ability to rapidly deploy police resources during critical incidents or emergencies. With the recent down-staffing required by budget constraints, the patrol division is staffed at “minimum-manning” most of the time. When a major incident occurs, police supervisors are able to call in additional officers with patrol cars ready and equipped to immediately begin patrolling or assisting with the emergency. This is a central and important factor in our ability to effectively police the city with minimal resources.

ANALYSIS:

In order to maintain a healthy, safe patrol vehicle fleet, the department should replace 3-5 cars per year. However, due to budget constraints, we have not purchased replacement vehicles since 2007. Fortunately, the fleet has been maintained well enough to function efficiently for 5 years without replacements.

Over the 5-year span, nine vehicles have been taken out of service for various mechanical reasons. Many of the vehicles lasted over 10 years before being taken out of service. This purchase will replace those vehicles.

COORDINATION AND REVIEW:

The vehicle maintenance division was consulted and participated in determining the specifications of the replacement vehicles. The Purchasing Administrator managed the formal bid process, including preparation of document, advertising in the Press Enterprise and on our web site. The bid was sent to nine auto dealers and six responses were received.

Gosch Ford	\$245,721	(Actual bid price)
Gosch Ford	\$233,439	(5% local business preference applied) *
Fritts Ford	\$240,633	
Fairview Ford	\$242,048	
Raceway Ford	\$243,963	
Kearny Pearson	\$244,663	
Wondries Fleet	\$246,667	

**HMC Section. 2-334 (6) Local Business Preference*

Gosch Ford, a local vendor, is eligible for “local business preference” consideration as outlined in the City’s Purchasing Code. With the application of the 5% local business preference, for purposes of determining the bid award only, Gosch Ford shall be considered the lowest responsible bidder. Award amount with the lowest responsible bidder shall be at the actual bid price.

The project team studied the various options on the market for patrol vehicles and determined that the newly designed Ford V-6 Police Interceptor is the most cost effective and efficient option. Among the features are up to 35% increased fuel economy (V-6), increased safety standards including side air bags, ballistic door panel

and reverse collision prevention system and enhanced fingertip control for police radio and emergency equipment.

FISCAL IMPACT:

The FY 2012/13 city budget includes \$400,000 from the Equipment Replacement Fund for the purchase of replacement patrol vehicles. This purchase (\$245,721) is within the budgeted amount. We are currently out to bid for the “up-fitting” of the vehicles and we expect to bring that before council at a later date.

Respectfully submitted,



David M. Brown
Chief of Police

Fiscal Review,



Rita Conrad
DCM/Administrative Services



Staff Report

TO: Honorable Mayor and Members of the City Council

FROM: David M. Brown, Chief of Police; Ronald E. Bradley, Interim City Manager *REB*

DATE: January 22, 2013

RE: **Authorize Retirement of Police Canine "Fritts" and Transfer of Ownership to Handler**

RECOMMENDED ACTION:

1. Authorize the Police Department to retire police canine "Fritts" from service and;
2. Transfer ownership of "Fritts" to his handler, Cpl. Mike Arellano, for \$1.00

BACKGROUND:

In February, 2008, Fritts Ford of Riverside donated a police canine to the Hemet Police Department. The department appropriately named the dog, Fritts. Officer Mike Arellano was selected to be Fritts' handler.

Fritts and Officer Arellano served the community for nearly 5 years until Officer Arellano was promoted to Corporal in 2012. Due to the increased responsibility and job description, Cpl. Arellano was no longer able to serve as a canine handler.

ANALYSIS:

At the time of Cpl. Arellano's promotion, the department consulted with the trainer and handler and determined that it was not in the best interest of the department or the dog to attempt a transfer to a new handler. The success rate of such transfers is very low after 4 years of service.

The most common method for retire a police canine and transitioning it to "civilian life" is to retire the dog and transfer ownership to the handler and their family.

COORDINATION AND REVIEW:

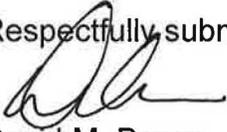
The department met with the dog's donor, Marie Fritts and she concurred that retirement was the best option. She was very gracious and accepted a plaque memorializing the city's appreciation for her support.

The city council recognized Cpl. Arellano for his service in October 2012.

FISCAL IMPACT:

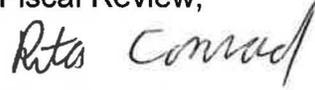
It is recommended that the city accept a payment of \$1.00 to the police department's canine fund from Cpl. Arellano for the purchase of canine "Fritts".

Respectfully submitted,



David M. Brown
Chief of Police

Fiscal Review,



Rita Conrad
DCM/Administrative Services

*Staff Report*

TO: Honorable Mayor and Members of the City Council

FROM: John Jansons, Community Investment Director *JJ* *RJB*

DATE: January 22, 2013

RE: Lease of Real Property Located at 250-256 East Meier Street to Amerco Real Estate, DBA U-Haul Center of Hemet

RECOMMENDATION:

- 1) That the City Council approve a lease for real property located at 250-256 East Meier Street to Amerco Real Estate, DBA: U-Haul Center, Hemet, CA,
- 2) Authorize the Interim City Manager to execute the lease.

BACKGROUND:

From 2006 to 2011, Amerco Real Estate, DBA U-Haul Center Hemet, CA (Amerco) sub-leased outdoor parking spaces from Agri-Empire under their master lease of City-owned property located 250-256 East Meier Street commonly know as the "Potato Shed" building/property. In 2011, the City terminated its lease with Agri-Empire for the facility and in turn, Agri Empire terminated its sub-lease with Amerco.

In January of 2012, the City Council approved a one-year lease for City owned property located at 250-256 East Meier Street with Amerco to support the Hemet U-Haul Center as a business retention measure to assist a significant Hemet business.

DISCUSSION:

At this time, the City and Amerco wish to renew a lease, Attachment 1, which will expire on January 31, 2013, for an additional one year period to January 31, 2014. Council approval of a new lease will continue rental income to the City from an otherwise fallow asset, and will allow Amerco the continued use of the outdoor parking area for rental truck and trailer storage and avoid disruption to a longtime, Hemet business.

The City and Amerco have agreed to extend the lease at a rate of \$650.00 per month. The new lease rate includes a modest increase of fifty dollars (\$50.00) or approximately eight percent (8%) over the 2012 lease rate of \$600 per month. Over the one year term of the proposed lease, the City will receive \$7,800.00 in rental income.

COORDINATION AND REVIEW:

This recommendation was prepared and coordinated with the Office of the City Manager, Administrative Services Department (Finance) and the City Attorney's office.

INTEGRATION OF COUNCIL GOALS / STRATEGIC PLAN:

The recommend action supports the Council's goals of: business retention, increased economic vitality and increasing municipal revenue.

FISCAL IMPACT:

The fiscal impact to the General Fund is approximately \$7,800.00 per year in new revenue to the City.

ALTERNATIVE(S):

- 1) Do not approve proposed lease.
- 2) Provide direction to staff.

CONCLUSION:

It is respectfully recommended:

- 1) That the City Council approve a lease for real property located at 250-256 East Meier Street to Amerco Real Estate, DBA: U-Haul Center, Hemet, CA,
- 2) Authorize the City Manager to execute the lease.

Attachment: 1 – Lease for Real Property located at 250-256 East Meier Street.

Respectfully Recommended:



John Jansons
Community Investment Director

Approved By:



Ronald E. Bradley
Interim City Manager

Reviewed By:



Rita Conrad
Deputy City Manager and
Director of Administrative Services

LEASE AGREEMENT

By And Between

THE CITY OF HEMET

And

**AMERCO REAL ESTATE COMPANY, A NEVADA
CORPORATION, DBA: U-HUAL CENTER HEMET, CA**

Dated: January 22, 2013

LEASE AGREEMENT

This Lease Agreement (the "Agreement") is entered into as the date indicated on the cover page by and between the CITY OF HEMET, a municipal corporation (the "Landlord"), and Amerco Real Estate Company, a Nevada Corporation DBA U-Haul Center Hemet (the "Tenant"), who agree as follows:

RECITALS

A. Tenant currently occupies the Parking Area under a lease agreement with Landlord, (City of Hemet), which expires on January 31, 2013.

B. Landlord and Tenant desire to renew the Lease Agreement for use of the Parking Area (defined below) for an additional period of One-Year from February 1, 2013 through January 31, 2014.

OPERATIVE PROVISIONS

For consideration, the receipt and value of which is hereby acknowledged by both Parties, Landlord and Tenant hereby agrees as follows:

1. **Definitions.** For purposes of this Agreement, the terms set forth below shall be defined as and have the specific meaning ascribed herein:

1.1 "***Expiration Date***" means ~~January 31, 2014~~, the date upon which the Term of the Agreement expires and Tenant is obligated to have vacated and surrendered the Parking Area.

1.2 "***Hazardous Materials***" shall mean any and all of the following:

(i) any substance, product, waste or other material of any nature whatsoever which is or becomes listed, regulated, or for which liability arises for misuse, pursuant to the Comprehensive Environmental Response Compensation and Liability Act ("CERCLA"), 42 U.S.C. § 9601, et seq.; the Hazardous Materials Transportation Act, 49 U.S.C. § 1801, et seq.; the Resource Conservation and Recovery Act ("RCRA"), 42 U.S.C. § 6901, et seq.; the Toxic Substances Control Act, 15 U.S.C.S. § 2601, et seq.; the Clean Water Act, 33 U.S.C. §1251, et seq.; the Insecticide, Fungicide, Rodenticide Act, 7 U.S.C. § 136, et seq.; the Superfund Amendments and Reauthorization Act, 42 U.S.C. § 6901, et seq.; the Clean Air Act, 42 U.S.C. § 7401, et seq.; the Safe Drinking Water Act, 42 U.S.C. § 300f, et seq.; the Solid Waste Disposal Act, 42 U.S.C. §6901, et seq.; the Surface Mining Control and Reclamation Act, 30 U.S.C. § 1201, et seq.; the Emergency Planning and Community Right to Know Act, 42 U.S.C. § 11001, et seq.; the Occupational Safety and Health Act, 29 U.S.C. §§ 655 and 657; the Hazardous Waste Control Act, California Health and Safety Code ("H.&S.C.") § 25100, et seq.; the Hazardous Substance Account Act, H.&S.C. § 25330, et seq.; the California Safe Drinking Water and Toxic Enforcement Act, H.&S.C. § 25249.5, et seq.; the Underground Storage of Hazardous Substances, H.&S.C. § 25280, et seq.; the Carpenter-Presley-Tanner Hazardous Substance Account Act, H.&S.C. § 25300, et seq.; the Hazardous Waste Management Act, H.&S.C. §25170.1, et seq.; the Hazardous Materials Response Plans and Inventory, H.&S.C. § 25001, et seq.; the Porter-Cologne Water Quality Control Act, Water Code § 13000, et seq., all

as they may from time to time be amended;

(ii) any substance, product, waste or other material of any nature whatsoever which is or becomes listed, regulated, or for which liability for misuse arises pursuant to any other federal, state or local statute, law, ordinance, resolution, code, rule, regulation, order or decree due to its hazardous, toxic or dangerous nature;

(iii) any petroleum, crude oil or any substance, product, waste, or other material of any nature whatsoever which contains gasoline, diesel fuel or other petroleum hydrocarbons other than petroleum and petroleum products contained within regularly operated motor vehicles; and

(iv) polychlorinated biphenyls (PCB), radon gas, urea formaldehyde, asbestos and lead.

1.3 **"Parking Area"** means those areas of the Real Property, which have been designated for Tenant's Permitted Use, as identified on Exhibit "A", attached hereto and incorporated herein by reference.

1.4 **Permitted Use** means the limited use of Parking Area for parking and storage of U-Haul rental trucks and trailers as described in Section 5.1. of this Agreement.

a

1.5 **"Real Property"** means that certain real property commonly known as 250 East Meier Street, Hemet, California and having Assessor's Parcel Number 443-131-008.

1.6 **"Term"** means the duration of this Agreement as specified in Section 4.

2. **Material Inducement.** Tenant agrees that its promises and agreements to strictly adhere to and comply with the material terms and conditions set forth in this Agreement are a material inducement to Landlord's lease of the Parking Area to Tenant, in the absence of which Landlord would not have leased the Parking Area to Tenant. Tenant's failure to adhere to and comply with the terms and conditions of this Agreement shall be deemed a material breach of the Agreement.

3. **Demise.** Subject to the terms and conditions of this Agreement, Landlord leases to Tenant and Tenant leases from Landlord the Parking Area. Landlord also grants to Tenant the right of ingress and egress over and across the Real Property as necessary for Tenant to obtain entry to and from the Parking Area during the Term of this Agreement.

3.1 **"AS-IS" Condition; Tenants Sole Risk.**

(i) Tenant agrees that it has occupied and controlled the Parking Area and Real Property as its owner for decades prior to the sale of the Real Property and Parking Area to Landlord in 2006. Tenant further agrees that it is thoroughly familiar with the Parking Area and all aspects thereof, including, without limitation, the physical condition of the Parking Area and Real Property, its zoning and all other restrictions and limitations applicable to the Parking Area (whether or not of public record). Tenant also agrees that Landlord has made no material alterations to the Parking Area, that Tenant has, at all times since the sale of the Parking Area to Landlord, been solely responsible for the care, maintenance, and upkeep of the Parking Area and Real Property, and that Landlord has not been and is not now responsible for the existing condition of the Parking Area or Real Property. Tenant additionally agrees that it

assumes all liability and responsibility for the physical condition of the Parking Area and Real Property. **Tenant agrees that neither Landlord nor anyone acting on Landlord's behalf has made any representation or warranty of any kind or nature whatsoever respecting the physical condition of the Parking Area, its suitability for Tenant's use, or any other matter relating to the Parking Area (including, but not limited to, the environmental condition of the Parking Area) or this Agreement, and Tenant agrees that it is leasing the Parking Area in its "AS-IS CONDITION AND WITH ALL FAULTS".**

Tenant's Initials

4. **Term.** The term ("**Term**") of this Agreement commences on February 1, 2013 and, unless earlier terminated, automatically expires on January 31, 2014 ("**Expiration Date**") without the necessity of any notice or other action on Landlord's part. Notwithstanding the foregoing, Tenant may terminate this Agreement by giving written notice to Landlord at least 30 days prior to the intended expiration date. Tenant understands and acknowledges that Landlord is under no obligation to grant any extension of the Term beyond the Expiration Date, that Tenant shall have no right to holdover or otherwise continue to occupy the Parking Area beyond the Expiration Date and shall instead vacate and surrender the Parking Area on or before the Expiration Date, unless and extension is approved by the parties prior to expiration.

5. **Use; Restricted Access to Parking Area; Safety Measures; Compliance with Laws.**

5.1 **Use.** Tenant agrees that it shall use the Parking Area solely for the parking of U-Haul rental trucks and trailers in Tenant's commercial rental business ("**Permitted Use**"), and for no other purpose. Tenant further agrees that Tenant shall not conduct any of the following activities within the Parking Area:

Sales, fueling, maintenance, repair, painting, washing, clean-out, loading or unloading, application of any hazardous Substance to or in and truck, trailer, vehicle, equipment or otherwise, or storage or any truck, vehicle or trailer that is unlicensed or not registered to Tenant or that is inoperable ("Non-Permitted Uses").

5.2. **Safety Measures.** Tenant's agrees to take all actions reasonable necessary to protect human safety in the course of its occupancy of the Parking Area. Tenant shall secure the Parking Area, from entry by customers and the general public. Tenant shall not interfere with the ingress and egress of Landlord's other tenants or uses.

5.3 **Hazardous Materials.** Tenant agrees that it shall not generate, store, release or dispose of any Hazardous Materials on, in, at or under the Parking Area or Real Property, and that its use of any Hazardous Substance necessary for the Permitted Use shall at all times be in strict compliance with all laws, rules, orders and regulations, and decisions of administrative bodies and courts of competent jurisdiction, relating to the use, generation, transportation, storage, disposal or release of hazardous materials. In addition to Tenant's other obligations of indemnity under this Agreement, Tenant agrees to indemnify, protect, defend (by counsel reasonably satisfactory to Landlord) and hold Landlord and its officials, officers, agents and employees, and each of them,

harmless from and against all claims, losses, liabilities, actions, judgments, costs and expenses (including reasonable attorneys' fees and costs) which they, or any of them, may suffer or incur arising from or relating to the use, generation, storage or release by Tenant, its agents, employees, contractors, guests or invitees of any hazardous materials in, on or about the Real Property.

6. **Rent.** As rent for the Parking Area, Tenant agrees to pay to Landlord the sum of \$650 per month. Rent is to be paid in advance, without abatement, deduction or offset due to City by 1st of each Month. Rent for any partial month, or at the termination of this Lease by Tenant pursuant to its termination right contained in Section 4, will be prorated on a daily basis to the date of expiration or termination.

7. **Maintenance.** Tenant agrees that it shall, at its sole cost and expense, during Tenant's occupancy of the Parking Area, maintain the Parking Area and all portions thereof, whether structural or non-structural, in a state safe for human use and occupancy. Tenant agrees that Landlord has no obligation of any kind or nature to maintain, repair, replace or improve the Parking Area or any portion of the Parking Area. Tenant agrees that Tenant is solely responsible for the security, protection and insuring of its equipment, materials and other property, and that of its employees, servants and contractors, located on or about the Parking Area. Tenant agrees that Landlord will have no liability of any kind or nature respecting any loss or theft of, or damage to, any such equipment, materials or other property.

8. **Insurance.** Tenant agrees to keep and maintain public liability and property damage insurance respecting the Parking Area, naming Landlord as an additional insured, in form and amounts (not less than \$1,000,000 per occurrence) and with insurers reasonably satisfactory to Landlord. Such insurance shall expressly cover Tenant's obligation to indemnify, protect, defend and hold Landlord harmless, as provided in Section 9 of this Agreement. Tenant also agrees to keep and maintain a policy or policies of fire and extended coverage insurance, with vandalism and malicious mischief endorsements, in the name of Landlord and with loss payable to Landlord, to the extent of the full replacement cost of the improvements located on the Parking Area and otherwise in form and with insurers reasonably satisfactory to Landlord. Tenant also agrees to keep and maintain worker's compensation insurance coverage for its employees in the minimum amounts required by California law. All such insurance will be primary and not contributing with any insurance which Landlord may maintain, and the insurer providing such insurance must agree that such insurance will not be changed or cancelled except upon at least thirty (30) days prior written notice to Landlord. Tenant waives any and all rights of recovery against Landlord and its officials, officers, agents and employees on account of loss or damage occasioned to Tenant or its property or the property of others under its control, to the extent that such loss or damage is insured against under the fire and extended coverage policy required to be kept and maintained by Tenant under this Agreement; and Tenant shall cause each policy required to be kept and maintained by it under this Lease to provide that the insurer waives all right of recovery by way of subrogation against Landlord in connection with any damage covered by such policy. Tenant will provide Landlord with copies of the policies of such insurance or certificates evidencing such insurance upon execution of this Agreement and from time to time thereafter as reasonably requested by Landlord.

9. **Indemnification.** In addition to, and without limiting, Tenant's other obligations of indemnity under this Agreement, Tenant agrees to indemnify, protect, defend (by counsel reasonably satisfactory to Landlord) and hold Landlord and its officials, officers, agents and employees, and each of them, harmless from and against all claims, losses, liabilities, actions, judgments, orders, demands, costs and expenses (including without limitation reasonable

attorneys' fees and costs) arising from or in any way related to: (1) the use and/or occupancy of the Parking Area by Tenant and/or its officers, employees, agents, contractors, or invitees; (2) any bodily injury or trauma (including, without limitation, death, dismemberment, mental or physical illness, and/or emotional distress) suffered by any person while on the Parking Area or related to the Parking Area; (3) any injury or damage (including, without limitation, spoilage, loss of profit, loss of opportunity) to any real or personal property or rights thereto, that is owned by Tenant, or its officers, employees, agents, contractors, or invitees where such injury or damage is in any way related to the Parking Area or Real Property; (4) any willful misconduct, negligence, or act or omission of Tenant, or its officers, employees, agents, contractors, or invitees in or about the Parking Area; or (5) any default by Tenant under this Agreement, but excluding any claims, losses, liabilities, actions, judgments, costs and expenses arising from or relating to Landlord's willful misconduct or sole negligence.

10. **Utilities.** Tenant agrees to pay, before delinquency, for all water, sewer, gas, heat, light, power, telephone service, refuse removal and all other utilities or services of any kind supplied to the Parking Area. It is agreed that Landlord is not liable for any failure or interruption of any utility or service, and the failure or interruption of any utility or service will not entitle Tenant to terminate this Agreement or stop making any rental or other payments due under this Agreement.

11. **Taxes.** Tenant shall pay before delinquency all real property taxes and assessments (both general and special) levied or assessed against the Parking Area during the Term of this Agreement. Tenant shall promptly furnish Landlord with satisfactory evidence that such taxes and assessments have been paid. If any such taxes and assessments cover any period of time after the expiration of the Term of this Agreement, Tenant's share of such taxes and assessments will be equitably prorated to cover only the period of time within the tax fiscal year this Agreement is in effect. Tenant shall also pay before delinquency all taxes levied or assessed against Tenant's trade fixtures, equipment and personal property located at the Parking Area or elsewhere. If Tenant fails to pay any taxes or assessments required to be paid by it under this Agreement, Landlord, at its option, may pay the same and Tenant agrees to reimburse Landlord therefore immediately upon demand. Tenant acknowledges that this Agreement may create a possessory interest subject to taxation and that Tenant may be subject to payment of any and all taxes levied on that possessory interest.

12. **Alterations.** Except as may be required pursuant to the Safe Occupancy Recommendations, or as may be otherwise necessary to protect human life, Tenant agrees that it will not make any alterations or improvements to the Parking Area, or any portion of the Parking Area, without Landlord's prior written consent, which consent Landlord is under no obligation to give. If Landlord consents to the making of any alterations or improvements, Tenant agrees that such alterations or improvements will be made in strict compliance with all applicable laws, rules and regulations of all governmental authorities having jurisdiction, will be performed in a good and workmanlike manner, and will be made in compliance with such other conditions as Landlord may require in connection with the granting of its consent. Tenant agrees that it will pay, when due, all claims for labor or materials furnished or alleged to have been furnished to or for Tenant at or for use on the Parking Area, which claims are or may be secured by any mechanics' or materialmen's lien against the Parking Area or any interest therein. All alterations and improvements made by Tenant shall, at Landlord's option and at Tenant's sole cost and expense, be removed from the Parking Area at the end of the Term of this Agreement and the Parking Area restored to their condition prior to the making of such alterations or improvements.

13. **Tenant's Property.** All equipment and personal property of Tenant located at the Parking Area will be removed from the Parking Area on the expiration or termination of the Agreement, at Tenant's sole cost and expense, and shall remain the property of Tenant. Landlord intends to raze the Parking Area on expiration or termination of the Lease.

14. **Damage and Destruction.** If the Parking Area or any portion thereof are damaged or destroyed by any casualty (whether or not insured), Tenant, at Tenant's sole cost and expense, shall promptly repair and restore the same; provided, that the proceeds, if any, of the fire and extended coverage insurance required to be kept and maintained by Tenant under Section 7 (after deduction of all costs incurred by Landlord in recovering the same) shall be made available to Tenant by Landlord for the purpose of making such repairs and restorations; provided, further, that if the cost of repairing or restoring the Parking Area exceeds one month's rent or if the repairs and restorations would require more than one month to complete once commenced, then either Landlord or Tenant may cancel this Agreement upon the giving of written notice to the other. Upon any cancellation of this Agreement pursuant to the provisions of this Section, all proceeds of insurance shall be the sole property of Landlord, and Tenant shall have no right or interest therein.

15. **Assignment.** Tenant may not assign this Agreement nor sublet all or any part of the Parking Area.

16. **Default.** The occurrence of any one or more of the following shall constitute a default by Tenant:

- (a) Vacation or abandonment of the Parking Area by Tenant.
- (b) Failure by Tenant to make payment of rent or any other payments required to be made by Tenant hereunder as and when due.
- (c) Failure by Tenant to keep and maintain any of the insurance required to be kept and maintained by Tenant under this Agreement.
- (d) Failure by Tenant to observe or perform any of the covenants or provisions of this Agreement, other than as provided in subsections (b) and (c) above, when such failure continues for a period of 30 days after written notice of such failure is given by Landlord to Tenant; provided, that if the nature of Tenant's failure is such that more than 30 days are reasonably required for its cure, then Tenant will not be deemed to be in default if Tenant commences such cure within said 30 day period and thereafter diligently prosecutes such cure to completion.

17. **Remedies.** If Tenant is in default, then, in addition to all other rights and remedies which Landlord may have at law or in equity, Landlord has the following rights and remedies which are not exclusive but are cumulative:

- (a) Landlord can, with or without terminating this Agreement, reenter the Parking Area and remove all property and persons therefrom, and any such property may be removed and stored in a public warehouse or elsewhere at the cost and for the account of Tenant. If Landlord elects to reenter or shall take possession of the Parking Area pursuant to legal proceedings or pursuant to any notice provided by law, and if Landlord has not elected to terminate this Agreement, Landlord may either recover all rent as it becomes due under this Agreement or relet the Parking Area or any part or parts thereof for such term or terms and upon such provisions as Landlord may deem advisable and will have the right to make repairs to and alterations of the

Parking Area. No reentry or taking possession of the Parking Area by Landlord is to be construed as an election to terminate this Agreement unless a written notice of such intention is given to Tenant by Landlord. Notwithstanding any reletting without termination by Landlord because of Tenant's default, Landlord may, at any time after such reletting, elect to terminate this Agreement because of such default. If Landlord elects to relet the Parking Area without terminating this Agreement, then rent received by Landlord therefrom will be applied as follows:

(i) First, to any indebtedness from Tenant to Landlord other than rent due from Tenant;

(ii) Second, to all costs and expenses, including, without limitation, for maintenance, repairs or alterations, incurred by Landlord in connection with reletting the Parking Area; and

(iii) Third, to the payment of rent due and unpaid under this Agreement and the residue, if any, will be held by Landlord and applied in payment of future rent as the same may become due and payable under this Agreement, and to any damages and other amounts which Landlord is otherwise entitled to under this Agreement. Should that portion of such rent received from such reletting during any month, which is applied to the payment of rent hereunder, be less than the rent payable hereunder during that month by Tenant, then Tenant agrees to pay such deficiency to Landlord immediately upon demand. In no event will Tenant be entitled to any excess rent received by Landlord from such reletting.

(b) Landlord can terminate Tenant's right to possession of the Parking Area at any time. No act by Landlord other than giving written notice to Tenant will terminate this Agreement. Acts of maintenance, efforts to relet the Parking Area, or the appointment of a receiver on Landlord's initiative to protect Landlord's interest under this Agreement shall not constitute a termination of Tenant's right to possession. On termination, Landlord has the right to recover from Tenant:

(i) The worth, at the time of the award, of the unpaid rent that had been earned at the time of termination of this Agreement;

(ii) The worth, at the time of the award, of the amount by which the unpaid rent that would have been earned after the date of termination of this Agreement until the time of award exceeds the amount of the loss of rent that Tenant proves could have been reasonably avoided;

(iii) The worth, at the time of the award, of the amount by which the unpaid rent for the balance of the Term after the time of award exceeds the amount of the loss of rent that Tenant proves could have been reasonably avoided; and

(iv) Any other amount, and court costs, necessary to compensate Landlord for all detriment proximately caused by Tenant's default.

"The worth, at the time of the award," as used in (i) and (ii) of this subsection (b), is to be computed by allowing interest at the maximum rate an individual is permitted by law to charge. "The worth, at the time of the award," as referred to in (iii) of this subsection (b), is to be computed by discounting the amount at the discount rate of the Federal Reserve Bank of San Francisco at the time of the award, plus 1%.

(c) Landlord can have a receiver appointed to collect rent and conduct Tenant's business. Neither the filing of a petition for the appointment of a receiver nor the appointment itself shall constitute an election by Landlord to terminate this Agreement.

(d) Without waiving the default, Landlord can, at its sole option, pay such sums and/or take such actions as are necessary in Landlord's reasonable judgment in order to cure the default, and all sums expended or incurred by Landlord in connection therewith, together with interest thereon at the maximum rate permitted by law, shall be paid by Tenant to Landlord immediately on demand.

18. **Late Payment.** Rent and other amounts not paid by Tenant when due under this Agreement shall bear interest at the rate of ten percent (10%) per annum from the date due until the date paid.

19. **Landlord Entry.** Landlord and its authorized representatives shall have the right upon reasonable prior written notice to Tenant to enter all portions of the Parking Area for any of the following purposes: (a) to determine whether the Parking Area are in good condition and whether Tenant is complying with its obligations under this Agreement; (b) to inspect the Parking Area; (c) in connection with Landlord's design and construction planning respecting Landlord's future use of the Parking Area; and (d) to post notices of non-responsibility. Notwithstanding the foregoing to the contrary, Landlord and its authorized representatives shall have the right to enter the Parking Area at any time, and without notice to Tenant, where an emergency situation necessitates such entry. No exercise by Landlord of its rights under this Section shall entitle Tenant to any damages for any injury or inconvenience occasioned thereby or to any abatement of rent or other amounts payable under this Agreement.

20. **Surrender of Parking Area.** Upon the expiration or other termination of the Term of this Agreement, Tenant agrees to surrender possession of the Parking Area, and every party thereof, to Landlord in generally the same condition as it was at commencement date of the Agreement, ordinary wear and tear alone excepted. "Ordinary wear and tear" does not include any damage or deterioration that would have been prevented by Tenant performing all of its obligations under this Agreement.

21. **Notices.** Except as otherwise provided, all notices required or permitted to be given under this Agreement must be in writing and addressed to the parties at their respective notice addresses set forth below; provided, that notices to Tenant may also be effectively given in writing and addressed to Tenant at the Parking Area address. Notices must be given by personal delivery (including by commercial delivery service) or by first-class mail, postage prepaid. Notices will be deemed effectively given, in the case of personal delivery, upon receipt (or if receipt is refused, upon attempted delivery), and in the case of mailing, three (3) days following deposit into the custody of the United States Postal Service.

The notice addresses of the parties are as follows:

If to Landlord: City of Hemet
445 E. Florida Avenue
Hemet, California 92543-2409
Attention: City Manager

With a copy to:

Eric S. Vail, City Attorney
Burke, Williams & Sorensen, LLP
2280 Market Street, Suite 300
Riverside, California 92501-3629

If to Tenant: Amerco Real Estate Company
2727 North Central Avenue, Suite 500
Phoenix, Arizona 85004

With a copy to:

U-Haul Center Hemet, CA
222 North State Street
Hemet, CA 92543
Attention: General Manager

22. **Waiver and Release of Benefits.** Tenant acknowledges that upon expiration of the Term, including any extension thereof, or upon termination of any holdover tenancy (collectively "Expiration of Tenancy"), Tenant might be or become eligible to receive compensation, reimbursement, assistance, including, but not limited to, the fair market value of real and personal property, loss of goodwill, loss of profits, actual and reasonable expenses for moving a business, loss of tangible personal property as a result of moving the business, expenses incurred in searching for a replacement site for the business, expenses to reestablish the business at the new site, "in-lieu payments," and other such benefits (collectively "Benefits") under the California Relocation Assistance Act (Government Code §7260, *et seq.*), Title 25 of the California Code of Regulations, Article 1, § 19 of the California Constitution, the California Eminent Domain Law (Code of Civil Procedure §1230.010, *et seq.*), or other similar local, state, or federal statute, ordinance, regulation, rule, or decisional law (collectively "Compensatory Laws"). Tenant further acknowledges that it has received full and fair compensation of all Benefits Tenant is or might be or might become entitled to recover from the City of Hemet and/or the Hemet Redevelopment Agency (collectively "City") as a result of, or in any way related to, Expiration of the Tenancy, City's acquisition of the Parking Area, and City's occupancy and possession of the Parking Area. Therefore, being fully informed of and understanding the acknowledgments made herein and of Tenant's rights or potential rights to Benefits under the Compensatory Laws, Tenant hereby expressly and unconditionally waives, and Releases the City from, any and all rights of Tenant to claim, demand, sue for, or receive any Benefits which Tenant is or might be or might become entitled to recover from the City as a result of, or in any way related to, Expiration of the Tenancy, City's acquisition of the Parking Area, and City's occupancy and possession of the Parking Area.

Tenant's Initials

23. **Survival of Obligations.** Tenant acknowledges that it is currently in possession of the Parking Area on a month-to-month basis as a holdover tenant, on the terms and conditions set forth in the initial Lease Agreement, as amended. Tenant further acknowledges that Tenant's month-to-month tenancy is being terminated and replaced by the executions and earlier of this Agreement. Notwithstanding the termination of Tenant's month-to-month tenancy (including without limitation, obligations of indemnity and insurance) such obligations survive such termination.

24. **General.**

(a) The acceptance by Landlord of any rental or other payments due hereunder with knowledge of the breach of any of the terms, covenants or provisions of this Agreement by Tenant shall not be construed as a waiver of any such breach. The acceptance at any time or times by Landlord of any sum less than that which is required to be paid by Tenant shall, unless Landlord specifically agrees otherwise in writing, be deemed to have been received only on account of the obligation for which it is paid, and shall not be deemed an accord and satisfaction notwithstanding any provisions to the contrary written on any check or contained in any writing transmitting the same.

(b) The titles to the sections of this Agreement are for convenience of reference only and are not a part of this Agreement and shall have no effect upon the construction or interpretation of any part of this Agreement. Any exhibits attached to this Agreement are, however, a part of this Agreement. This Agreement shall be governed by and construed in accordance with the laws of the State of California, without regard to any otherwise governing principles of conflicts of law. In construing this Agreement, none of the parties to it shall have any term or provision construed against it solely by reason of its having drafted the same.

(c) Any provision of this Agreement that is invalid, illegal or unenforceable shall be ineffective to the extent of such invalidity, illegality or unenforceability without invalidating, diminishing or rendering unenforceable the rights and obligations of the parties under the remaining provisions of this Agreement.

(d) No term or provision of this Agreement may be amended, altered, modified or waived orally or by a course of conduct, but only by an instrument in writing signed by a duly authorized officer or representative of the party against which enforcement of such amendment, alteration, modification or waiver is sought. Any amendment, alteration, modification or waiver shall be for such period and subject to such conditions as shall be specified in the written instrument affecting the same. Any waiver shall be effective only in the specific instance and for the specific purpose for which given.

(e) This Agreement and all exhibits attached to it constitutes the entire agreement of the parties with respect to the subject matter hereof and supersedes all prior or contemporaneous agreements (whether written or oral) with respect to that subject matter.

(f) This Agreement may be executed in several counterparts, each of which shall be deemed an original, but all of which together shall constitute one and the same instrument.

(g) If either party hereto brings an action to enforce the terms hereof or declare rights hereunder, the prevailing party in such action, on trial or appeal, shall be entitled to reasonable attorneys' fees to be paid by the losing party as fixed by the court.

The parties have caused this Agreement to be duly executed by their respective duly authorized officers or representatives as of the date first set forth above.

CITY OF HEMET, a municipal corporation

By: _____
Ronald E. Bradley
Interim City Manager

ATTEST:

Sarah McComas, City Clerk

APPROVED AS TO FORM:

Eric S. Vail,
City Attorney

Amerco Real Estate Company,
a Nevada corporation,
DBA: U-Haul Center Hemet, CA

By: _____
Carlos Vizcarra
Carlos Vizcarra
President

By: _____
George R. Olds
George Olds
~~Vice President~~
Assistant Secretary

APPROVED AS TO FORM:

Annifer M. Settles
Annifer M. Settles Esq.

EXHIBIT "A"

1. Parcel Map of Site
2. Property Description
3. Ariel View of Approximate Parking Area

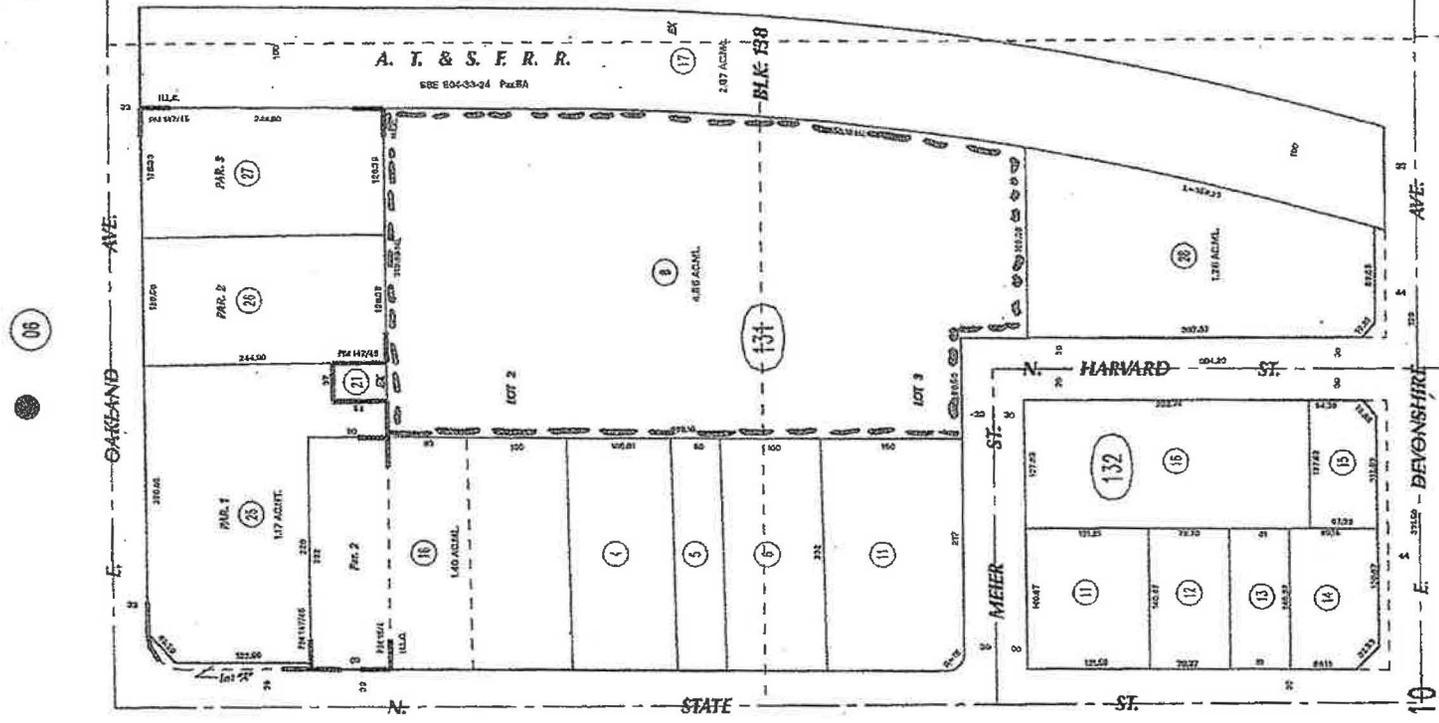
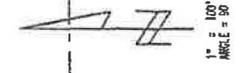
A.1

THIS MAP WAS PREPARED FOR ASSESSMENT PURPOSES ONLY. NO LIABILITY IS ASSUMED FOR THE ACCURACY OF THE DATA SHOWN. ASSESSOR'S PARCEL MAP MAY NOT COMPLY WITH LOCAL LOT-SPLIT OR BUILDING SITE ORDINANCES.

POR. NE, 10 T. 5S., R. 1W.
CITY OF HEMET

I.R.A. 006-165

443-13
13-27



06

14

134

20

12

DATA: SSC 804-33-24 PAR. 5A

ASSESSOR'S MAP BK443 PG. 13
Riverside County, Calif.

555

NB 1/14-15 HEMET LAND CO.
PM 15/4 PARCEL MAP 6236
PM 147/45-46 PARCEL MAP 22572

Jan 2003

DATE	OLD NUMBER	NEW NUMBER
01/13	131-1	141-11
01/25	131-1	17-13
08/27	131-2	14-15
07/27	131-3	13-11
07/27	131-4	18-11
07/27	131-5	19-11
07/27	131-6	20-11
07/27	131-7	21-11
07/27	131-8	22-11
07/27	131-9	23-11
07/27	131-10	24-11
07/27	131-11	25-11
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07/27	131-16	30-11
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07/27	131-18	32-11
07/27	131-19	33-11
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07/27	131-79	93-11
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07/27	131-82	96-11
07/27	131-83	97-11
07/27	131-84	98-11
07/27	131-85	99-11
07/27	131-86	100-11

PROPERTY INFORMATION

A.2

1) Property: 250 MEIER ST, HEMET CA 92543-2973 C035
 APN: 443-131-008 Card#: Use: COMMERCIAL BUILDING
 County: RIVERSIDE, CA Prop Tax: Total Value:
 MapPg/Grid: 811-A6 Old Map: Tax Year: Delinq: Land Value:
 Census: 434.01 Tract #: Tax Area: 6165 Imprv Value:
 High School: HEMET Elem School: Taxable Val:
 Comm Coll: MT JACINTO Exemptions: Assd Year:
 Subdivision: HEMET LAND CO % Improved:
 Owner: CITY OF HEMET Phone: 951/765-2300
 Owner Vest: / / CO

Mail: 445 E FLORIDA AVE; HEMET CA 92543-4209 C006

Owner Transfer = Rec Dt: 08/10/2006 Price: Doc#: 588848 Type: GRANT DEED
 Sale Dt: 03/31/2006

SALE & FINANCE INFORMATION

IMPROVEMENTS

	LAST SALE	PRIOR SALE
Recording/Sale Date:		
Sale Price/Type:		
Document #:		
Deed Type:		
1st Mtg Amt/Type:		
1st Mtg Rt/Type/Trm:	/	/
1st Mtg Lender:		
2nd Mtg Amt/Type:		
2nd Mtg Rt/Type/Trm:	/	/
Title Company:		
Seller:		
New Construction:		
Other Last Sale Info = # Parcels:	Type 2:	Pend:

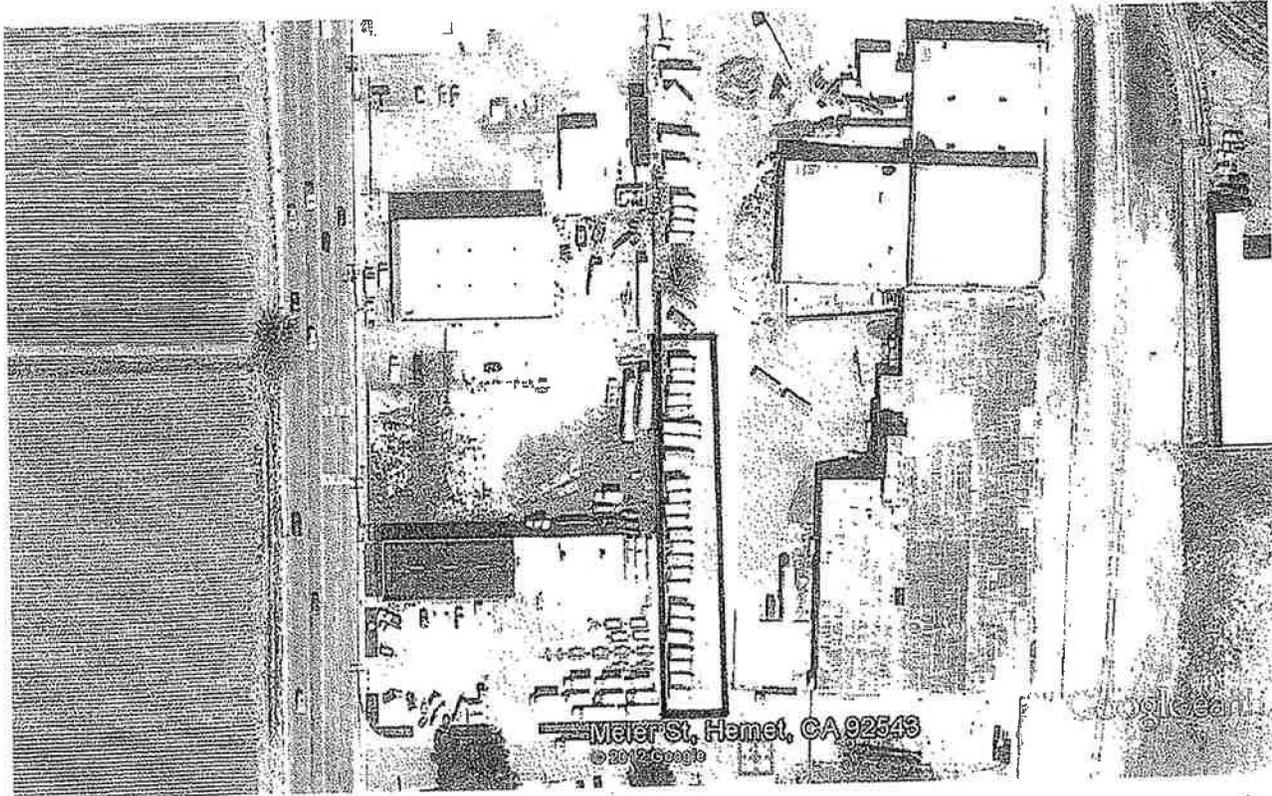
Bldg/Liv Area:
 Gross Area:
 Ground Flr:
 Bsmnt Area:
 \$/SqFt:
 Yrblt/Eff:
 # Stories:
 Rooms:
 Bedrooms:
 Full/Half Bath:
 Ttl Baths/Fixt:
 Fireplace:
 Pool:
 Porch Type:
 Patio Type:
 Construct:
 Foundation:
 Ext Wall:
 Roof Shape:
 Roof Type:
 Roof Matl:
 Floor Type:
 Floor Cover:
 Heat Type:
 Heat Fuel:
 Air Cond:
 Quality:
 Condition:
 Style:
 Equipment:

SITE INFORMATION

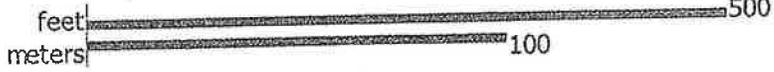
Res. Units: County Use: C1 Acres: 4.55
 # Comm Units: Zoning: M2 Lot Area: 198,198
 # Buildings: Flood Panel: 0602530005D Lot Width:
 Bldg Class: Panel Date: 08/19/1997 Lot Depth:
 Parking Sqft: Flood Zone: X500 Usable Lot:
 Park Spaces: Sewer Type:
 Garage Cap#: Water Type:
 Park Type:
 Other Impvs:
 Legal Blk/Bldg: 138 Site Influence:
 Legal Lot/Unit: 2 Amenities:
 Legal: 4.55 ACRES M/L IN POR LOTS 2 & 3 BLK 138 MB 001/014 HEMET LAND CO

Other Rms:

A.3



Google earth





18.9.2

RECEIVED
JAN 16 2013
City Manager's Office

January 10, 2013

The Honorable Mayor Robert Youssef
City of Hemet
445 E. Florida Ave.
Hemet, CA 92543

Re: Formation of a Regional Family, Youth and Health Task Force

Dear Mayor Youssef:

The Twin Cities of Temecula and Murrieta would like to invite two members from the Hemet City Council to support and participate in a Family, Youth and Health Regional Task Force. This Task Force would include two Council Members from each of the Cities of Murrieta, Temecula, Wildomar, Lake Elsinore, Canyon Lake, Menifee, Perris, Hemet and San Jacinto, a representative from the school districts within each city, and two County Supervisors.

With prevalent social issues facing families throughout the country and in our region, specifically in light of developments in technology that pose new social complications, the primary purpose for this Task Force will be to provide our youth, parents and families with resources and information to better understand and cope with modern-day influences such as social media, virtual gaming, mental health, drugs and alcohol to name a few. The Task Force would utilize experts including law enforcement, S.A.F.E. (Safe Alternatives for Everyone, a nonprofit organization that provides services to families who have experienced, or are at risk of, abuse and violence), educators, doctors and other professionals with expertise to address a range of issues that affect many households such as online bullying, teenage sexting, and gaming addiction. By assembling a regional team, we can create greater awareness of vulnerabilities and solutions.

Some of the goals of the Task Force will be to:

- Learn about the issues from professionals in the field of these topics that are described above;
- Identify resources and experts that can educate our community;
- Develop a plan to proactively reach out to our region's youth, parents and families with resources and information that can help prevent harmful behavior;

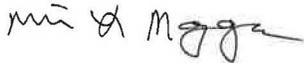
Mayor Robert Youssef
City of Hemet
January 10, 2013
Page 2

The City of Temecula has appointed Mayor Naggar and Mayor Pro Tem Maryann Edwards to serve on this Taskforce. Mayor Gibbs and Council Member Harry Ramos will be seeking a formal appointment by the Murrieta City Council. We encourage your City Council to appoint two Council Members to also serve, as your participation will help to emphasize the importance of these issues on a regional level.

If you have any questions regarding this Task Force, please feel free to contact either Mayor Mike Naggar of the City of Temecula at 951-506-5100 or by email at mnaggar@citycouncil.org or Mayor Rick Gibbs at the City of Murrieta at 951-461-6016 or by email at rgibbs@murrieta.org. Additionally, it would be greatly appreciated if you could please contact Sue Steffen, Executive Assistant at the City of Temecula, Sue.Steffen@CityofTemecula.org or 951-694-6416, to inform her whether Members of your Council are anticipated to be appointed and she will create the Task Force Roster.

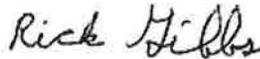
Thank you for considering your City's participation on this important Task Force. We look forward to hearing from you.

Sincerely,



Mike Naggar, Mayor
City of Temecula

Sincerely,



Rick Gibbs, Mayor
City of Murrieta

Cc: City of Temecula Council Members
City of Murrieta Council Members
Ronald Bradley, Interim City Manager, City of Hemet