AGENDA

REGULAR MEETING OF THE HEMET CITY COUNCIL

JUNE 11, 2013

5:00 p.m.
City of Hemet Council Chambers **www.cityofhemet.org**
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

Work Study

Discussion regarding these items, with possible direction to staff

1. Crime Stoppers Plus Presentation – Bob Duistermars, Central County United Way

2. Legislative Update – Erin Sasse, League of California Cities

3. Proposed Comprehensive Plan for the West Hemet MSHCP Criteria Cells - Deanna Elliano, Community Development Director

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 required to be publicly reported.

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

Administrative Personnel
At-Will Employees

REGULAR SESSION

7:00 p.m.
City of Hemet City 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

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Invocation

Pledge of Allegiance

City Attorney Closed Session Report

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

Presentation

6. Recognition of Police Department Awards

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 lecture. When the Mayor calls your turn give your last name, and address, then begin speaking. You will have three minutes at that time to address the Council.

Consent Calendar

7. **Approval of Minutes** – May 28, 2013

8. **Receive and File** – Investment Portfolio as of April 2013

9. **Receive and File** – Warrant Register
   a. Warrant register dated May 30, 2013. Payroll for the period of April 29, 2013 to May 12, 2013 was $567,982.93.

10. **Recommendation by Administrative Services** - Side Letter of Agreement with the Hemet Police Management Association
    a. Approve a Side Letter of Agreement with the Hemet Police Management Association (HPMA) to facilitate implementation of the Crime & Safety Action Plan.

11. **Recommendation by Engineering** – Grading, Erosion and Sediment Control Standards
    a. Adopt a resolution adopting the Engineering Department's "Grading, Erosion and Sediment Control Standards". **Resolution Bill No. 13-015**

12. **Recommendation by Engineering** – Consultant Agreement with RBF – Master Drainage Plan
    a. Approve a consultant service agreement with RBF Consulting in the amount of, not to exceed, $308,054 and establish budget in Fund 326-5592-2710; and
    b. Authorize the City Manager to execute a consultant service agreement with RBF for the Development of the Master Drainage Plan for the West Side (MDP-West).

13. **Recommendation by Fire Department** – Service Partnership with Air Methods Transportation (Mercy Air)
    a. Authorize the City Manager to sign the Second Amendment to Lease Agreement with Air Methods Transportation (Mercy Air) for the usage of a portion of the facilities and grounds at 1035 W. Cawston Avenue, Fire Station #4, for air medical transport services.

14. **Recommendation by Fire Department** – First Amendment to Lease Agreement of Fire Station No. 5 to American Medical Response
    a. Authorize the City Manager to sign the First Amendment to Lease Agreement with American Medical Response (AMR) for the usage of Fire Station No. 5 located at 120 N. Hemet Street for Emergency Medical Response and Medical Transport Crew.

15. **Recommendation by Public Works –** Park Commission Recommendations
    a. Tree Removal Request: 2751 Alne Drive – Camphor (1)
       Recommendation to approve; property owner to plant replacement Camphor at another location
    b. Tree Removal Request: 1291 Jasmine Way – Magnolia (1)
       Recommendation to deny; schedule trim
    c. Tree Removal Request: 835 Del Leon Court
       Recommendation to approve; replace with Crape Myrtle in another location

16. **Recommendation by Police Department** - 2013 Federal Justice Assistance Grant (JAG) Information Access Project
    a. Accept the 2013 Edward Byrne Memorial Justice Assistance Grant (JAG) Program – Local Solicitation in the amount of $28,014.

Public Hearing

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

17. **Appeal No. 13-001 (Conditional Use Permit No. 12-007) – Hemet Jewelry & Loan)** – Community Development Director Elliano
    a. Continued open public hearing from May14, 2013; and
    b. Adopt a resolution affirming the denial of Conditional Use Permit No. 12-007 for the operation of a Collateral Loan Business (Pawnshop) located at 2355 E. Florida Avenue (APN: 445-290-022). **Resolution Bill No. 13-017**

       or

    c. Overturn the Planning Commission's denial of CUP 12-007, approve the application subject to the findings required to grant the Conditional Use Permit, and direct staff and the City Attorney to prepare a resolution for approval of CUP 12-007 for adoption by the City Council at a future meeting.

18. **Weed Abatement** – Fire Chief Morris
    a. Conduct a public hearing to hear protests and objections to the proposed removal of weeds, rubbish and refuse per Resolution 4536 adopted by City Council on May 28, 2013.

Discussion/Action Item

19. **Grading, Sediment and Erosion Control,** Jorge Biagioni, Engineering Director/Cit Engineer
    a. Introduce, read by title only and waive further reading of an ordinance adding Section 67 to the Hemet Municipal Code regarding the establishment of grading, sediment and erosion control regulations. **Ordinance Bill No. 13-014**

20. **Animal Control Services Contract** – Interim Assistant City Manager Thornhill
    a. Authorize the City Manager to enter into a Professional Services Agreement with the Ramona Humane Society (RHS) to provide animal control services for the City of Hemet.

21. **Municipal Code Amendment 13-003 – Maintenance, Security and Rehabilitation of Abandoned or Vacant Properties –** Gary Thornhill, Interim Assistant City Manager
    a. Introduce, read by title only and waive further reading of an ordinance establishing Article XI of Chapter 14 of the Hemet Municipal Code regarding the Maintenance, Security and Rehabilitation of Abandoned or Vacant Properties; and
    b. Direct staff to file a Notice of Exemption in compliance with the Californian Environmental Quality Act. **Ordinance Bill No. 13-011**

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 our 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.

Work Study

Discussion regarding this item, with possible direction to staff

22. Fiscal Year 2013-14 Budget Review – Interim City Manager Bradley

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City Council Reports

23. 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. Park Commission
   2. Planning Commission
   1. Indian Gaming Distribution Fund
   2. Riverside County Habitat Conservation Agency (RCHCA)
   3. 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 County of Governments (WRCOG)
   2. Riverside County Transportation Commission (RCTC)
   3. Disaster Planning Commission

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

G. Interim City Manager Bradley
   1. Manager's Reports
   2. Schedule additional Budget Workshop

Continued Closed Session

City Attorney Continued Closed Session Report

Future Agenda Items

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

Adjournment

Adjourn to Tuesday, June 25, 2013 at 7:00 p.m. for consideration of items placed on that agenda. The next regular meeting will be held July 9, 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.

#7

MINUTES

REGULAR MEETING OF THE HEMET CITY COUNCIL
May 28, 2013

6:00 p.m.
City of Hemet Council Chambers
450 E. Latham Avenue

www.cityofhemet.org
Please silence all cell phones

Call to Order

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

Roll Call

PRESENT: Council Members Krupa, Milne and Wright, Mayor Pro Tem Smith and Mayor Youssef
ABSENT: None

Closed Session

Notice of Opportunity for Public Comment
There were no public comments presented at this time.
The City Council recessed to Closed Session at 6:00 p.m.

1. Public Employee Appointment
   Pursuant to Government Code section 54957
   Title: *City Manager*

REGULAR SESSION

7:00 p.m.
City of Hemet City 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

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

2. Public Employee Appointment
   Pursuant to Government Code section 54957
   Title: *City Manager*

The City Attorney reported that there was no reportable action.

Presentation

3. Ramona Elementary School 3rd Grade presents "Our Community Video"

Mayor Youssef, the 3rd Grade Class from Ramona Elementary has prepared a video about their town titled "Our Community Video".

Nancy Julian, Ramona Elementary, the students worked for many months on this special project.

Alexes Chavez, 3rd Grade Student, we participated in a cool after school project that combined social study curriculum with researching, reading, writing and producing skills. Thank you for the opportunity to present the video. A picture of Mayor Youssef during his interview and a copy of the Hemet-San Jacinto Chamber Chat featuring an article regarding this video was presented to Mayor Youssef.

The Video was shown to the City Council.

The City Council requested that permission be sought to place the video on the City's website.

The City Council gave accolades to the students and faculty that prepared the video. The video is well done and is a wonderful representation of the City of Hemet and all it has to offer.

The City Council recessed briefly at 7:31 p.m.

Reconvened at 7:37 p.m.

City Council Business
Consent Calendar

4. **Recommendation by Council Member Krupa** – Library Board Re-Appointment
   a. Re-appoint William Burger to Seat 1 on the Library Board. The three year term will expire June 30, 2016.

5. **Recommendation by Council Member Wright** – Library Board Re-Appointment
   a. Re-appoint Jacqueline Wahl to Seat 4 on the Library Board. The three year term will expire June 30, 2016.

6. **Approval of Minutes** – May 14, 2013

7. **Receive and File** – Investment Portfolio as of March 2013

8. **Receive and File** – Warrant Register
   a. Warrant registers dated May 2, 2013 and May 16, 2013. Payroll for the period of April 15, 2013 to April 28, 2013 was $580.586.58.

9. **Recommendation by Fire Department** – Weed Abatement
   a. Adopt a resolution declaring a hazardous condition relating to weeds, rubbish and refuse upon parkways or private property within the City.
   Resolution No. 4536

10. **Recommendation by Engineering** – Ratify Change Order No. 2; Chambers Street Sidewalk and ADA Access Ramp, City Project No. 5559
   a. Ratify Change Order No. 2 in the amount of $12,185 for additional work required due to elevation changes impacting the drainage and curb and gutter flows for CIP 5559 Chambers Street Sidewalk and ADA Access Ramp Project; and
   b. Establish budget in the amount of $12,185 in Fund No. 329-5559-5500 for the cost of the work.

11. **Recommendation by Planning** – Amendment to Professional Services Contract with Urban Futures, Inc.
   a. Approve the First Amendment to the Consultant Services Agreement between the City of Hemet and Urban Futures, Inc. to authorize additional services and compensation in the amount of $10,000.00 for the remainder of the current FY 12-13.

12. **Recommendation by Planning** – Amendment to Professional Services Contract with Western Habitat
   a. Approve the First Amendment to the Consultant Services Agreement between the City of Hemet and Western Habitat to authorize additional services and compensation in the amount of $16,760.00 for the remainder of the current FY 12-13.

Work Study

Discussion regarding this item, with possible direction to staff

13. Fiscal Year 2013-14 Budget Review

Council Member Wright, asked why the City Council did not get the budget before the meeting allowing time for review.

Ron Bradley, Interim City Manager, concurred but explained that this is the process that Hemet has used. The budget is presented at the Council Meeting with an overview and budget discussions continue after that.

Council Member Wright, requested that a different process be considered in the future, the City Council should be more prepared to discuss the budget.

Rita Conrad, Deputy City Manager/Administrative Services Director, staff is not

asking for any decisions at this time. An overview of the document is being presented allowing the City Council the next two weeks to review before the next discussion.

Mayor Youssef, the budget is only being introduced at this time. There will be additional opportunities for discussion after this meeting.

Council Member Wright, recommended that the budget be distributed to the City Council prior to the first meeting next year.

Ms. Conrad, staff is available to answer questions and additional meetings can be scheduled if necessary. Ms Conrad thanked the Administrative Services staff for their hard work on the budget. The budget book is formatted by department, not by fund, and a list of all budgeted positions are included. One-time and on-going revenue is broken down. First, a 3rd quarter update on FY 2012/13. We are on-target with mid-year projections. The ending balance is expected to be $625,000 higher than last projection in February. Primarily due to an additional Redevelopment Property Tax Trust Fund (RPTTF) residual payment of approximately $500,000 and a Property Tax Administration Fee (PTAF) settlement in the amount of $121,000. The 2013-2014 preliminary budget projects a shortfall of current revenue to current expenditures of approximately $2.9 million. The beginning total fund balance is expected to be $15.2 million. The City Manager is recommending to cover the estimated deficit with $2.9 million of undesignated reserves. If approved, $12.12 million would still remain in General Fund Reserves which is 34%. Ms. Conrad presented a graph showing the City's Fund Balance History from 2006-07 through 2013-14. After adjusting for one-time payments of approximately $1.4 million in FY 2012-13, FY 2012-13 on-going revenues are expected to be a little over $1.5 million higher than originally budgeted. However, transfers-in are $1.35 million less than FY 2012-13's original budget. General Fund expenditures are expected to be approximately $3 million more than FY 2012-13. Property tax increase projected in FY 2013-14 of 2% over current year - $230,000. Property tax increased 13% in FY 2012-12 compared to FY 2011-12 due to beginning of ongoing RPTTF distributions. A graph was displayed showing the Property Tax Revenue for FY's 2004-05 to 2013-14 (estimated). Sales tax is projected to increase compared to most recent estimates by 2.2% - $207,000. The FY 2012-13 estimate is approximately 5% higher than FY 2011-12 actuals - $492,000. A graph was displayed showing the Sales Tax Revenue for FY's 2004-05 to 2013-14 (estimated). AB 89 in 2011 eliminated the remaining Vehicle License Fee (VLF) cities received (per capita). The cities now receive Property Tax in lieu of VLF based on assessed values. We are projected about a 2% increase in FY 2013-14. A graph was displayed showing the State of California Motor Vehicle in lieu Tax Revenue for FY's 2004-05 to 2013-14 (estimated). Staff is estimating just under a 4% increase in Development Related Revenue - $52,000. A graph was displayed showing the Community Development Related Revenue for FY's 2004-05 to 2013-14 (estimated). A status-quo budget is being presented in terms of programs and service levels. Additional costs are primarily to keep existing service levels. Fire Department's increase in expenditures are for: an Administrative Captain $150,000; two "floaters" to offset over-time $201,200; and restoration of Fire Employees' concession $195,000. Police Department's increase in expenditures are for: Chief's short-term staffing plan $208,000; Cooperative Traffic Enforcement Agreement with CHP $195,000; and removal of front loaded savings from FY 2012-13 - $385,000. Adjustments in expenditures for Internal Services are: reduction of $47,700 on IT charges; reduction of $20,200 in vehicle maintenance; increase of $201,000 to vehicle replacement (not the full amount that should have been funded for vehicle replacement); $100,000 budgeted increase in legal costs (contingency for labor negotiations and labor related issues); and $100,000 increase in Facility

Maintenance to fill and upgrade one of two previously unfunded positions. Personnel related expenditure increases: Retiree Medical increase - $267,000 (General Fund only); PERS increase (no enhanced benefit) is 4.39 for Safety and 2.24% for Miscellaneous for a total of $500,000 (General Fund only); and vacation sell-back-moratorium expiration - $400,000. Other General Fund expenditure recommendations are: Simpson Center - $133,700; Library's request to combine 2 part-time positions into 1 full-time no net cost; support of Hemet Ryan Event - $25,000; reduction in allowable Engineering charges to CIP - $100,000; and reduction in Hemet ROCS seed funds by $25,000. A pie chart was displayed showing department percentages of the General Fund. The City has made great strides in establishing reserves, obtaining structural changes in benefits from employees and downsizing the work force by 25%. The City's fiscal situation is due to the drop in the median house prices from $335,000 in 2006 to $119,500 in 2011, as well as, the 38% drop in sales tax from 2006-07 to 2009-10. The City has only recovered less than 50% of that drop to date. The dissolution of RDA in 2012 required the City to return over $15 million to the State that was for redevelopment and economic development. The General Fund had to absorb $2 million in personnel that was previously paid by RDA. This also means an annual loss of $7 million for redevelopment and economic development programs. In 2004, VLF "swap" ties VLF backfill to assessed property values. Assessed property values fall which results in a $1.5 million loss of revenue to the City. AB 89 eliminates what is left of per capita VLF at an approximate loss of $350,000 to the City of Hemet. The loss of the approximate annual $1.1 million Fire SAFER Grant. In addition, the City loss the COPS Stimulus Grant at approximately $400,000. That same year the City secured an on-going refuse franchise payment of over $2.7 million annually. The City faces the following challenges: OPEB liability of approximately $65 million; PERS rate increases due to actuarial assumptions changing; deferred vehicle replacement; and deferred facilities maintenance. Facilities Maintenance budgeted approximately $182,000 from existing fund balance for critical roof and canopy repairs. The Police Department budgeted $80,000 in their Police Tow Fund for the replacement of 3 police motorcycles. The Refuse Residual Fund includes: $300,000 budgeted for OPEB/PERS cost related to former refuse employees and costs of 1 Code Enforcement Officer and ½ of a Maintenance Worker covered by Refuse for enforcement and right of way issues. Estimated ending balance at June 30, 2014 is $3.7 million. The Water Fund adds approximately $1.4 million in new costs annually related to ground water management agreement and other issues. The Water Department has expressed concern with aging infrastructure. Finance, the City Attorney, The City Engineer and the Public Works Director will be laying the ground work for a rate study. The L&LMD assessments are being developed and will be presented in June. The estimates are included in the budget.

Mayor Pro Tem Smith, the budget is clearer and easier to track. Mayor Pro Tem Smith asked the amount of the RPTTF.

Ms. Conrad, for FY 2011-12 is was $430,000, for FY 2012-13 is was $998,000 and it will level off in FY 2013-14 at $1.1 million rising by assessed values.

Mayor Pro Tem Smith, the City receives $1 million annually in lieu of RDA funds. This is still a net loss of 8 to 9 million annually for the City.

Ms. Conrad, the $2 million does help the General Fund, however the City has lost the ability to do special RDA projects.

Mayor Pro Tem Smith, requested a breakdown of auto sales tax.

Mayor Youssef, asked is there will be additional one-time payments from the dissolution of the Redevelopment Agency. Mayor Youssef asked if the estimated residual amount can

decrease.
Ms. Conrad, this is the end of the one time payments. The City has completed the audit stage and will be moving onto the next step of dispensing the Agency's assets. The residual amount can decrease if a claim is made against the City of Hemet. There is one on going issue with the School District.
Mayor Youssef, it looks like revenues are increasing yet so are expenditures. Mayor Youssef asked what the expenditures were in 2011/12.
Ms. Conrad, the expenditures in FY 2011/12 for over $40 million.
Mayor Youssef, compared to $37 million in FY 2012/13. Mayor Youssef asked what the decrease in expenditures was attributed to.
Ms. Conrad, the decrease came from workforce reduction and employee contribution to PERS.
Mayor Youssef, the increases in expenditures were outside of the City's control such as State obligations. Mayor Youssef asked how that can be mitigated as we move forward so we are more prepared.
Ms. Conrad, you would have to cut services, create additional revenue streams or request concessions from employees in order to fix the structural deficit. The City Manager is hopeful that revenues will continue to increase and catch up partially by FY 2014-15.
Mayor Youssef, asked for confirmation from Chief Brown on the estimated revenue from citations.
Chief Brown, that is a conservative estimate. We are working with the CHP and hope to kick off that program July 1, 2013. The City's highest annual traffic revenue was $700,000 with 9 officers working enforcement.
Mayor Youssef, confirmed that the Retiree Medical payment is for employees that are no longer employed.
Ms. Conrad, the City of Hemet pays for more retired employees than current employees with most of the money coming from the General Fund.
Mayor Youssef, asked about the Library's request to eliminate two part-time positions and create one full-time. Unless the two part-time are receiving pro-rated benefits, there is usually an increase.
Kathye Caines, Library Manager, both part-time employees have exceeded 1,000 hours and are receiving pro-rated benefits including PERS.
Mayor Youssef, asked if the City's $3 million OPEB payment is reducing the $65 million liability.
Ms. Conrad, the liability continues to increase. It will decrease through attrition as employees begin to drop off the City's plan.
Council Member Krupa, asked with the City's vacation sell-back moratorium expires.
Ms. Conrad, July 1, 2013
Council Member Krupa, asked for an explanation on the Engineering CIP charges.
Ms. Conrad, in the past, staff would hard code their time to different funds without an estimated budget.
Mr. Bradley, explained the City Manager's recommendations. The first recommendation is to adopt a CIP Process. The City needs to have projects designed, budgeted and shovel ready. This process will require hearings with the City Council and input from the public. The first year will be included in the 2013-14 budget and a CIP budget manual will be prepared and ready for next fiscal year. The next recommendation is to implement a Hemet Fire Department Paramedic Program. I was surprised to learn that a City of this size did not have

a paramedic program. Another recommendation is to aggressively pursue public grants, federal and state funding opportunities. I am also recommending that the City of Hemet expand its Economic Development activities. Economic Development is the quickest way to bring additional and much needed revenue to the City. And lastly, I am recommending that the City of Hemet implement live video broadcasts of all City Council meetings. The Franchise Agreement with Time Warner has included money set aside for this purpose. It will require additional staffing and the utilization of the room south of the Council Chambers. The County of Riverside is beginning to see a turn around in the economy, much slower in Hemet. I am not prepared to recommend any cuts in service levels at this time.
The City Council and staff discussed the need to implement a CIP Process.
Council Member Milne, confirmed that all grant approvals come before the City Council for consideration.
Mr. Bradley, staff will closely evaluation each grant and its requirements.
Patty Woods, Hemet, is encouraged by the City Manager's recommendations. Ms. Woods expressed concern with some of the statements made during the budget presentation. The Fire Department offered to continued their 5% cut, that should not be included in the budget. The City did not lose the SAFER Grant, they did not accept it. Ms. Woods can't believe that staff does not know the insurance premiums. Ms. Woods also asked why the City is budgeting $25,000 for Hemet ROCS since it is disband. It is against the law to not provide the budget to the public when the agenda is posted.
Ms. Conrad, the intent was to let the City Council know that the funding source from the SAFER Grant is no longer available. The City of Hemet did receive the insurance premiums early however has been diligently working with the City's broker and successfully negotiated lower premiums. The budget is being presented as a workstudy and no action is required. The posting of the budget is not required under the Brown Act.
Eric Vail, City Attorney, concurred that an action item would require posting of the staff report 72 hours in advance. However, no action is being requested and the budget was just completed today and made available to the City Council, staff and the public at the same time.
Ms. Conrad, also noted that Hemet ROCS has disband the Community Advisory Committee "CAC", the program Hemet ROCS and all of its components will continue.

Communications from the Public

Bob Jungbluth, Hemet, pleased that the City is reviewing the contract for Animal Control Services. The services provided by Ramona Humane Society are good during their operating hours. Mr. Jungbluth feels that the services provided by Ramona Humane Society are superior to Riverside County Animal Control. Mr. Jungbluth is encouraging residents from his neighborhood to come speak in favor of Ramona Humane Society and tell the City Council about previous bad experiences with Riverside County.
Robert Soverns, Hemet, expressed concern that Stater Bros. and Von's are no longer carrying organic products. This means that Hemet residents have to travel to other cities to buy their organic groceries. Mr. Soverns also expressed concern that the lights on Florida Avenue back up traffic instead of making it better.
CW Cecchi, Hemet, thanked staff for the budget update.
Joy Ward, Hemet, expressed concern with the City Council's opposition to the Hemet Jewelry and Pawn's proposed business. They bought a building and are interested in starting a business in Hemet. Pawn Shops are highly regulated.

City Council Reports

14. 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)

Council Member Krupa, attended the Public Works Appreciation lunch.

B. Council Member Milne

1. Library Board

Council Member Milne, complimented the Library Staff.

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

D. Mayor Pro Tem Smith

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

Mayor Pro Tem Smith, was appointed to RCTC's "Quality of Life and Sustainability" Ad-Hoc Committee. Mayor Pro Tem Smith expressed concern with AB5 and its effect on the regions train station.

3. Western Riverside County of Governments (WRCOG)
4. Public Safety Update
5. National League of Cities

Mayor Pro Tem Smith, John Jansons and his staff put together an excellent program. There was a difference in the mood, attitude and expectations this year. There was a lot of interest in the City of Hemet.

E. Mayor Youssef

1. Western Riverside County of Governments (WRCOG)
2. Riverside County Transportation Commission (RCTC)
3. Disaster Planning Commission

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

G. Interim City Manager Bradley
   1. Manager's Reports
   2. Designate a Voting Delegate and Alternate for the League of California Cities Annual Conference in Sacramento, September 18-20, 2013

The City Council appointed Council Member Wright as the Voting Delegate and Council Member Krupa as the Alternate.

Future Agenda Items

There were no future agenda items requested at this time.

Adjournment

Adjourned at 9:07 p.m. to Tuesday, June 11, 2013 at 7:00 p.m.

AGENDA # 8

Staff Report

TO: Honorable Mayor and members of the City Council

FROM: Judith L. Oltman, City Treasurer

DATE: June 11, 2013

RE: Investment Portfolio as of April 2013

RECOMMENDED ACTION:

Receive and file.

ANALYSIS:

The summary statement of activity and balances of the Treasurer's Investment Portfolio for the month of April 2013 is forwarded herewith for your review. On 4/17/13 we purchased a 5yr/ 1 yr call FHLMC #2256 for $500,000 at 1.10%; on 4/25/13 we purchased a 5yr/ 1 yr call FHLMC #2257 for $500,000 at 1.15%; on 4/26/12 we purchased a 4 year 9 month medium term note for Wells Fargo # 5013 for $500,000 at 1.5% with a yield of 1.35%. On 4/30/13 we purchased a 5yr/3mo call FNMA #2258 for $500,000 at 1.0% and on 4/30/13 we purchased a 5yr/6mo call step-up FNMA #2259 for $500,000 beginning at .70%.

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

Judith L. Oltman
City Treasurer

attachment

CITY OF HEMET, CALIFORNIA
Monthly Report of Investment Activities

APRIL 2013

INVESTMENT CLASSIFICATIONS	MONTHLY ACTIVITY	CONSOLIDATED BALANCE
PORTFOLIO AS OF March 2013	**65,236,338.30**	
CERTIFICATES OF DEPOSIT		
Placed this month		
Matured this month		
Balance		**6,896,000.00**
LOCAL AGENCY INVESTMENT FUND: City of Hemet		
Deposits	24,434.05	
Withdrawals		
Balance		**35,112,933.04**
LOCAL AGENCY INVESTMENT FUND: City of Hemet		
Deposits	1.30	
Withdrawals		
Balance		**1,874.85**
BANK OF NEW YORK MELLON Custodial Acct.		
Deposits	12,611.40	
Withdrawals	-2,518,526.40	
Balance		**167,958.98**
RABO BANK: Money Market Account		
Deposits		
Withdrawals		
Balance		**200,000.00**
CITIBANK: Money Market Account		
Deposits	12,005.68	
Withdrawals	-1,700,000.00	
Balance		**5,624,984.94**
CITIBANK: Money Market Account 3		
Deposits	1,260,285.97	
Withdrawals		
Balance		**6,188,398.49**
MUNICIPAL BONDS/CORPORATES		
Deposits	500,000.00	
Withdrawals		
Balance		**4,135,000.00**
GOVERNMENT AGENCIES		
2229 2.125% FNMA 7/22/16		**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**
2253 1.0% FNMA 11/29/17		**500,000.00**
2254 1.05% FHLB 1/17/18		**500,000.00**
2255 1.15% FNMA 2/28/18		**500,000.00**
2256 1.10% FHLMC 4/17/18	500,000.00	**500,000.00**
2257 1.15% FHLMC 4/25/18	500,000.00	**500,000.00**
2258 1.0% FNMA 4/30/18	500,000.00	**500,000.00**
2259 .70% FNMA 4/30/18	500,000.00	**500,000.00**
PORTFOLIO BALANCE AS OF APRIL 2013	**64,827,150.30**	**64,827,150.30**

INTEREST EARNINGS	12-13 FISCAL YEAR-TO-DATE	
EARNINGS BALANCE AS OF April 1, 2013		**277,906.58**
CERTIFICATES OF DEPOSIT INT.	11,036.92	
OTHER GOVERNMENT SECURITIES	2,833.34	
CITIBANK MONEY MARKET ACCOUNT	800.27	
CITIBANK MONEY MARKET ACCOUNT 3	699.12	
BANK OF NY MONEY MARKET ACCT.	16.76	
LOCAL AGENCY INVESTMENT FUNDS		
City of Hemet Interest	24,434.05	
City of Hemet Interest	1.30	
MONTHLY EARNINGS TOTAL	39,821.76	39,821.76
MEMO ONLY:		
MERCHANT BANK CHG.	-2,580.54	
LIBRARY CREDIT CARD FEES	-108.98	
ARMORED CAR	-367.66	
ASSET SEIZURE FUNDS	-31.97	
Charges as of: Apr.1, 2013	-25,480.37	
YTD CHARGES	-28,569.52	
12-13 YEAR-TO-DATE INTEREST EARNINGS		**317,728.34**

CITY OF HEMET
Portfolio Management
Portfolio Summary
April 30, 2013

Investments	Par Value	Market Value	Book Value	% of Portfolio	Term	Days to Maturity	YTM 360 Equiv.	YTM 365 Equiv.
Certificates of Deposit - Bank	3,169,000.00	3,231,189.21	3,169,000.00	4.89	1,382	643	1.582	1.604
Managed Pool Accounts	35,114,806.37	35,114,806.37	35,114,806.37	54.17	1	1	0.345	0.350
Passbook/Checking Accounts	12,180,539.67	12,180,539.67	12,180,539.67	18.79	1	1	0.435	0.441
Local Government Bonds	3,135,000.00	3,270,379.15	3,126,640.94	4.82	1,488	781	4.560	4.623
Medium Term Notes	1,000,000.00	1,004,930.00	1,004,487.68	1.55	1,694	1,675	1.233	1.250
Federal Agency Issues - Coupon	6,500,000.00	6,522,075.00	6,500,000.00	10.03	1,826	1,627	1.124	1.139
Negotiable CDs	3,727,000.00	3,783,305.33	3,727,000.00	5.75	1,656	1,387	1.173	1.189
Investments	**64,826,346.04**	**65,107,224.73**	**64,822,474.66**	**100.00%**	**445**	**339**	**0.765**	**0.776**
Cash and Accrued Interest								
Accrued Interest at Purchase		11,320.83	11,320.83					
Subtotal		11,320.83	11,320.83					
Total Cash and Investments	**64,826,346.04**	**65,118,545.56**	**64,833,795.49**		**445**	**339**	**0.765**	**0.776**

Total Earnings	April 30 Month Ending	Fiscal Year To Date
Current Year	37,483.67	371,519.95
Average Daily Balance	**65,160,717.64**	
Effective Rate of Return	**0.70%**	

JUDITH L. OLTMAN, TREASURER

Reporting period 04/01/2013-04/30/2013

Run Date: 06/03/2013 - 16:12

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

CITY OF HEMET
Portfolio Management
Portfolio Details - Investments
April 30, 2013

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	258,580.62	247,000.00	2.450		2.450	820	07/30/2015
SYS3138	3138	AMERICAN EXPRESS CENTURIAN		08/25/2011	248,000.00	250,384.12	248,000.00	1.150		1.150	481	08/25/2014
06740KEX1	3146	BARCLAYS BANK DE		12/07/2011	247,000.00	258,930.89	247,000.00	1.900		1.900	1,316	12/07/2016
SYS3130	3130	BMW BANK OF NORTH AMERICA, UT		10/22/2010	248,000.00	252,227.04	248,000.00	1.550		1.550	539	10/22/2014
SYS3128	3128	BANK OF HEMET		09/06/2010	247,000.00	247,000.00	247,000.00	1.600		1.600	128	09/06/2013
SYS3144	3144	BANK OF THE WEST		10/12/2011	249,000.00	259,487.26	249,000.00	1.750		1.750	1,260	10/12/2016
SYS3129	3129	BANK OF HEMET		09/06/2010	247,000.00	247,000.00	247,000.00	1.600		1.600	128	09/06/2013
SYS3136	3136	CIT BANK		08/24/2011	247,000.00	257,638.07	247,000.00	1.800		1.800	1,211	08/24/2016
SYS3122	3122	COMMUNITY COMMERCE BANK		06/20/2010	99,000.00	99,000.00	99,000.00	2.200		2.231	50	06/20/2013
SYS3123	3123	COMMUNITY COMMERCE BANK		06/20/2010	99,000.00	99,000.00	99,000.00	2.200		2.231	50	06/20/2013
SYS3142	3142	COMPASS BANK		09/14/2011	248,000.00	248,000.00	248,000.00	0.850		0.850	138	09/16/2013
SYS3134	3134	DISCOVER BANK		08/24/2011	248,000.00	248,000.00	248,000.00	1.050		1.050	481	08/25/2014
36160WVR7	3132	G.E. Capital Financial, Inc.		08/12/2011	247,000.00	257,941.21	247,000.00	1.850		1.850	1,199	08/12/2016
SYS3140	3140	GOLDMAN SACHS		08/31/2011	248,000.00	248,000.00	248,000.00	1.200		1.200	489	09/02/2014
		Subtotal and Average	**3,169,000.00**		**3,169,000.00**	**3,231,189.21**	**3,169,000.00**			**1.604**	**643**	
Managed Pool Accounts												
SYS1001	1001	LOCAL AGENCY INVESTMENT FUND			35,112,933.04	35,112,933.04	35,112,933.04	0.350		0.350	1	
SYS1002	1002	LOCAL AGENCY INVEST. FUND			1,873.33	1,873.33	1,873.33	0.350		0.350	1	
		Subtotal and Average	**35,102,588.70**		**35,114,806.37**	**35,114,806.37**	**35,114,806.37**			**0.350**	**1**	
Passbook/Checking Accounts												
SYS5009	5009	BANK OF NEW YORK			167,958.98	167,958.98	167,958.98			0.000	1	
SYS5001	5001	Citibank			5,624,182.20	5,624,182.20	5,624,182.20	0.450		0.450	1	
SYS5003	5003	CITIBANK			0.00	0.00	0.00	3.050		3.050	1	
SYS5004	5004	CITIBANK3			6,188,398.49	6,188,398.49	6,188,398.49	0.450		0.450	1	
SYS5011	5011	RABOBANK		02/28/2013	200,000.00	200,000.00	200,000.00	0.300		0.300	1	
SYS5002	5002	UNION BANK OF CALIFORNIA		07/01/2012	0.00	0.00	0.00	0.012		0.012	1	
		Subtotal and Average	**14,583,944.28**		**12,180,539.67**	**12,180,539.67**	**12,180,539.67**			**0.441**	**1**	
Local Government Bonds												
423542KL2	5006	HEMET UNIFIED SCHOOL DISTRICT		07/22/2010	2,000,000.00	2,097,740.00	1,991,231.03	5.375		5.609	791	07/01/2015
509896AC0	5007	Lake Hemet Municipal Water Dis		10/07/2010	140,000.00	140,575.40	140,409.91	3.000		2.153	132	09/10/2013
533020DC4	5012	CITY OF LINCOLN		03/02/2013	995,000.00	1,032,063.75	995,000.00	3.000		3.000	854	09/02/2015
		Subtotal and Average	**3,126,524.00**		**3,135,000.00**	**3,270,379.15**	**3,126,640.94**			**4.623**	**781**	

CITY OF HEMET
Portfolio Management
Portfolio Details - Investments
April 30, 2013

CUSIP	Investment #	Issuer	Average Balance	Purchase Date	Par Value	Market Value	Book Value	Stated Rate	Moody's	YTM 365	Days to Maturity	Maturity Date
Medium Term Notes												
68389XAN5	5010	ORACLE		03/28/2013	500,000.00	503,075.00	501,082.72	1.200		1.150	1,628	10/15/2017
94974BFG0	5013	WELLS FARGO		04/26/2013	500,000.00	501,855.00	503,404.96	1.500		1.350	1,721	01/16/2018
		Subtotal and Average	**584,994.01**		**1,000,000.00**	**1,004,930.00**	**1,004,487.68**			**1.250**	**1,675**	
Federal Agency Issues - Coupon												
3133EAQN1	2248	FEDERAL FARM CREDIT BANKS		05/15/2012	500,000.00	500,220.00	500,000.00	1.140		1.140	1,475	05/15/2017
313379FN4	2250	FEDERAL HOME LOAN BANK		05/30/2012	500,000.00	500,060.00	500,000.00	1.150		1.150	1,490	05/30/2017
313381MV4	2254	FEDERAL HOME LOAN BANK		01/17/2013	500,000.00	500,635.00	500,000.00	1.050		1.050	1,722	01/17/2018
3134G37C8	2256	FEDERAL HOME LOAN MTG ASSOC.		04/17/2013	500,000.00	501,295.00	500,000.00	1.100		1.100	1,812	04/17/2018
3134G37H7	2257	FEDERAL HOME LOAN MTG ASSOC.		04/25/2013	500,000.00	502,040.00	500,000.00	1.150		1.150	1,820	04/25/2018
3136FRB44	2229	FEDERAL NTL MORTGAGE ASSOC.		07/22/2011	500,000.00	501,935.00	500,000.00	2.125		2.125	1,178	07/22/2016
3136G0GA3	2249	FEDERAL NTL MORTGAGE ASSOC.		05/16/2012	500,000.00	505,595.00	500,000.00	1.200		1.200	1,476	05/16/2017
3136G0NY3	2251	FEDERAL NTL MORTGAGE ASSOC.		06/27/2012	500,000.00	504,670.00	500,000.00	1.050		1.050	1,518	06/27/2017
3135G0NF6	2252	FEDERAL NTL MORTGAGE ASSOC.		08/21/2012	500,000.00	501,350.00	500,000.00	1.000		1.000	1,573	08/21/2017
3136G04U2	2253	FEDERAL NTL MORTGAGE ASSOC.		11/29/2012	500,000.00	501,870.00	500,000.00	1.000		1.000	1,673	11/29/2017
3135G0UN1	2255	FEDERAL NTL MORTGAGE ASSOC.		02/28/2013	500,000.00	502,355.00	500,000.00	1.150		1.146	1,764	02/28/2018
3135G0WN9	2258	FEDERAL NTL MORTGAGE ASSOC.		04/30/2013	500,000.00	499,755.00	500,000.00	1.000		1.000	1,825	04/30/2018
3136G1LB3	2259	FEDERAL NTL MORTGAGE ASSOC.		04/30/2013	500,000.00	500,295.00	500,000.00	0.700		0.700	1,825	04/30/2018
		Subtotal and Average	**4,866,666.67**		**6,500,000.00**	**6,522,075.00**	**6,500,000.00**			**1.139**	**1,627**	
Negotiable CDs												
856284-E3-4	3147	BANK OF INDIA NEW YORK		04/27/2012	248,000.00	261,666.86	248,000.00	2.000		2.000	1,457	04/27/2017
106895AY1	3161	BREMER BANK GRAND FORKS, MN		06/22/2012	249,000.00	254,617.27	249,000.00	1.200		1.217	1,513	06/22/2017
10700QBC7	3160	BREMER BANK OF MOORHEAD ND		06/22/2012	249,000.00	254,617.27	249,000.00	1.200		1.217	1,513	06/22/2017
107003AK1	3162	BREMER BANK NA		06/28/2012	249,000.00	254,639.23	249,000.00	1.200		1.217	1,519	06/28/2017
17037TDV6	3169	CHOICE FINANCIAL GROUP		11/20/2012	248,000.00	250,846.64	248,000.00	1.000		1.000	1,664	11/20/2017
20033AAG13	3168	COMENITY CAPITAL BANK		10/25/2012	249,000.00	252,578.15	249,000.00	1.050		1.065	1,638	10/25/2017
29976DNY2	3166	EVERBANK		10/15/2012	248,000.00	248,000.00	248,000.00	1.000		1.000	1,629	10/16/2017
373128DS3	3167	GEORGIA BANK AND TRUST		10/17/2012	249,000.00	252,006.30	249,000.00	1.000		1.014	1,630	10/17/2017
36159CRZ1	3126	GE Money Bank		07/30/2010	247,000.00	258,300.47	247,000.00	2.400		2.400	820	07/30/2015
48124JSB5	3171	JP MORGAN CHASE BANK		01/28/2013	248,000.00	248,000.00	248,000.00	0.850		0.850	1,733	01/28/2018
7865803L2	3164	SAFRA NATIONAL BANK		09/27/2012	249,000.00	249,000.00	249,000.00	0.800		0.800	880	09/28/2015
795450NR2	3163	SALLIE MAE		07/25/2012	248,000.00	248,000.00	248,000.00	1.200		1.200	817	07/27/2015
84603M2W5	3165	SOVEREIGN BANK		10/03/2012	249,000.00	250,223.74	249,000.00	0.750		0.750	520	10/03/2014
909557CL2	3170	United Bankers' Bank		11/29/2012	249,000.00	252,809.40	249,000.00	1.100		1.115	1,673	11/29/2017
94986TMF1	3172	WELLS FARGO		03/28/2013	248,000.00	248,000.00	248,000.00	1.000		1.000	1,792	03/28/2018

CITY OF HEMET
Portfolio Management
Portfolio Details - Investments
April 30, 2013

CUSIP	Investment #	Issuer	Average Balance	Purchase Date	Par Value	Market Value	Book Value	Stated Rate	Moody's	YTM 365	Days to Maturity
		Subtotal and Average	3,727,000.00		3,727,000.00	3,783,305.33	3,727,000.00			1.189	1,387
		Total and Average	65,160,717.64		64,826,346.04	65,107,224.73	64,822,474.66			0.776	339

CITY OF HEMET
Portfolio Management
Portfolio Details - Cash
April 30, 2013

CUSIP	Investment #	Issuer	Average Balance	Purchase Date	Par Value	Market Value	Book Value	Stated Rate	Moody's	YTM 365	Days to Maturity
		Average Balance	0.00	Accrued Interest at Purchase		11,320.83	11,320.83				0
				Subtotal		11,320.83	11,320.83				
		Total Cash and Investmentss	65,160,717.64		64,826,346.04	65,118,545.56	64,833,795.49			0.776	339

CITY OF HEMET
Received Interest
Sorted by Issuer
Received April 1, 2013 - April 30, 2013

Issuer	CUSIP	Investment #	Security Type	Par Value	Current Rate	Interest Date Due	Interest Date Received	Interest Amount Due	Interest Amount Received	Variance
BMW BANK OF NORTH AMERICA, UT	SYS3130	3130	BCD	248,000.00	1.550	04/22/2013	04/23/2013	1,922.00	1,916.73	-5.27
							Subtotal	**1,922.00**	**1,916.73**	
BANK OF HEMET	SYS3128	3128	BCD	247,000.00	1.600	04/06/2013	04/09/2013	335.65	335.65	-
							Subtotal	**335.65**	**335.65**	
BANK OF INDIA NEW YORK	856284-E3-4	3147	NC2	248,000.00	2.000	04/27/2013	04/30/2013	2,480.00	2,473.20	-6.80
							Subtotal	**2,480.00**	**2,473.20**	
BANK OF THE WEST	SYS3144	3144	BCD	249,000.00	1.750	04/12/2013	04/15/2013	370.09	370.09	-
							Subtotal	**370.09**	**370.09**	
BANK OF HEMET	SYS3129	3129	BCD	247,000.00	1.600	04/06/2013	04/09/2013	335.65	335.65	-
							Subtotal	**335.65**	**335.65**	
BREMER BANK GRAND FORKS, MN	106895AY1	3161	NC2	249,000.00	1.200	04/22/2013	04/23/2013	257.30	253.78	-3.52
							Subtotal	**257.30**	**253.78**	
BREMER BANK OF MOORHEAD ND	10700QBC7	3160	NC2	249,000.00	1.200	04/22/2013	04/23/2013	257.30	253.78	-3.52
							Subtotal	**257.30**	**253.78**	
BREMER BANK NA	107003AK1	3162	NC2	249,000.00	1.200	03/28/2013	04/01/2013	232.40	229.22	-3.18
	107003AK1	3162	NC2	249,000.00	1.200	04/28/2013	04/30/2013	257.30	253.78	-3.52
							Subtotal	**489.70**	**483.00**	
COMMUNITY COMMERCE BANK	SYS3122	3122	BCD	99,000.00	2.200	04/20/2013	04/01/2013	187.55	187.55	-
							Subtotal	**187.55**	**187.55**	
COMMUNITY COMMERCE BANK	SYS3123	3123	BCD	99,000.00	2.200	04/20/2013	04/01/2013	187.55	187.55	-
							Subtotal	**187.55**	**187.55**	
COMENITY CAPITAL BANK	20033AAG13	3168	NC2	249,000.00	1.050	03/25/2013	04/01/2013	203.35	200.56	-2.79
	20033AAG13	3168	NC2	249,000.00	1.050	04/25/2013	04/29/2013	225.14	222.05	-3.09

CITY OF HEMET
Received Interest
Received April 1, 2013 - April 30, 2013

Issuer	CUSIP	Investment #	Security Type	Par Value	Current Rate	Interest Date Due	Interest Date Received	Interest Amount Due	Interest Amount Received	Variance
							Subtotal	**428.49**	**422.61**	
EVERBANK	29976DNY2	3166	NC2	248,000.00	1.000	04/15/2013	04/16/2013	1,240.00	1,236.60	-3.40
							Subtotal	**1,240.00**	**1,236.60**	
GEORGIA BANK AND TRUST	373128DS3	3167	NC2	249,000.00	1.000	04/17/2013	04/18/2013	214.42	211.48	-2.94
							Subtotal	**214.42**	**211.48**	
ORACLE	68389XAN5	5010	MTN	500,000.00	1.200	04/15/2013	04/16/2013	283.33	2,833.34	2,550.01
							Subtotal	**283.33**	**2,833.34**	
SAFRA NATIONAL BANK	7865803L2	3164	NC2	249,000.00	0.800	03/27/2013	04/01/2013	996.00	987.81	-8.19
							Subtotal	**996.00**	**987.81**	
SOVEREIGN BANK	84603M2W5	3165	NC2	249,000.00	0.750	04/03/2013	04/04/2013	933.75	931.19	-2.56
							Subtotal	**933.75**	**931.19**	
United Bankers' Bank	909557CL2	3170	NC2	249,000.00	1.100	03/28/2013	04/01/2013	213.03	217.62	4.59
	909557CL2	3170	NC2	249,000.00	1.100	04/28/2013	04/30/2013	235.86	232.63	-3.23
							Subtotal	**448.89**	**450.25**	
							Total	**11,367.67**	**13,870.26**	
							Total Cash Overpayment	**2,554.60**		
							Total Cash Shortfall	**-52.01**		

CITY OF HEMET
Received Interest
Received April 1, 2013 - April 30, 2013

Issuer	CUSIP	Investment #	Security Type	Par Value	Current Rate	Interest Date Received	Interest Amount Received
Cash Accounts							
BANK OF NEW YORK	SYS5009	5009	PA1	1,167,958.98		04/02/2013	16.76
						Subtotal	**16.76**
Citibank	SYS5001	5001	PA1	5,623,381.93	0.450	04/30/2013	800.27
						Subtotal	**800.27**
CITIBANK3	SYS5004	5004	PA1	6,056,534.00	0.450	04/30/2013	699.12
						Subtotal	**699.12**
LOCAL AGENCY INVESTMENT FUND	SYS1001	1001	LA1	35,112,933.04	0.350	04/16/2013	24,434.05
						Subtotal	**24,434.05**
LOCAL AGENCY INVEST. FUND	SYS1002	1002	LA1	1,873.33	0.350	04/16/2013	1.30
						Subtotal	**1.30**
						Total	**25,951.50**

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

www.treasurer.ca.gov/pmia-laif
June 03, 2013

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

April 2013 Statement

Effective Date	Transaction Date	Tran Type	Confirm Number	Authorized Caller	Amount
4/15/2013	4/12/2013	QRD	1394928	SYSTEM	24,434.05

Account Summary

Total Deposit:	24,434.05	Beginning Balance:	35,088,498.99
Total Withdrawal:	0.00	Ending Balance:	35,112,933.04

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

www.treasurer.ca.gov/pmia-laif
June 03, 2013

HEMET REDEVELOPMENT AGENCY

TREASURER
445 EAST FLORIDA AVENUE
HEMET, CA 92543-4209

PMIA Average Monthly Yields

Account Number:
65-33-006

Tran Type Definitions

April 2013 Statement

Effective Date	Transaction Date	Tran Type	Confirm Number	Authorized Caller	Amount
4/15/2013	4/12/2013	QRD	1393988	SYSTEM	1.30

Account Summary

Total Deposit:	1.30	Beginning Balance:	1,873.55
Total Withdrawal:	0.00	Ending Balance:	1,874.85

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
11/30/2012	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
12/31/2012	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
1/31/2013	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
2/28/2013	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
3/31/2013	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
4/30/2013	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 Money Market/RDA	605,149.30
	605,149.30

5/14/2013,

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

Date	Activity	98510818 496-1504 Interest Fund	98510819 Principal Fund	Sinking Fund	98510816 496-1506 Reserve Fund	98510815 Redemption Fund	98510817 389-1502 Cost of Issuance	RDA 389-1503 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 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
11/30/2012	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
12/31/2012	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
1/31/2013	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
2/28/2013	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
3/31/2013	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
4/30/2013	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
	475,474.45

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

Date	Activity		103852000 788-1508 Bond	103852001 788-1508 Prepayment	103852002 Special	103852003 788-1510 Escrow	103852004 788-1502 Cost of	103852005 788-1506 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					(5,402,114.04)			(5,402,114.04)
	City of Hemet								0.00
	Debt Service		(660,923.75)						(660,923.75)
	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
11/30/2012	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
12/31/2012	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
1/31/2013	Interest								0.00
	Transfer funds								0.00
	City of Hemet			181,839.98					181,839.98
	Debt Service								0.00
	Khov prepay (31 lots)								0.00
	Trust fees								0.00
	BALANCE	0.00	69,328.79	2,481,640.80	10,736.85	0.00	0.00	466,136.25	3,027,842.69
2/28/2013	Interest								0.00
	Transfer funds		198,317.46	(198,317.46)					0.00
	City of Hemet								0.00
	Debt Service								0.00
	Khov prepay (31 lots)								0.00
	Trust fees								0.00
	BALANCE	0.00	267,646.25	2,283,323.34	10,736.85	0.00	0.00	466,136.25	3,027,842.69
3/31/2013	Interest								0.00
	Transfer funds								0.00
	City of Hemet								0.00
	Debt Service		(267,646.25)						(267,646.25)
	Khov prepay (31 lots)								0.00
	Trust fees								0.00
	BALANCE	0.00	0.00	2,283,323.34	10,736.85	0.00	0.00	466,136.25	2,760,196.44
4/30/2013	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	0.00	2,283,323.34	10,736.85	0.00	0.00	466,136.25	2,760,196.44

First American Treasury Oblig	0.00	
US Treasury Notes, various	2,760,196.44	not carried on COH books
Misc Assets	1.00	
	2,760,197.44	
Cash held by FA, net of Escrow acct	2,760,196.44	

AGENDA # 9

Staff Report

TO: Honorable Mayor and Members of the City Council

FROM: Rita Conrad, Deputy City Manager/Administrative Services;
Ronald E. Bradley, Interim City Manager

DATE: June 11, 2013

RE: Warrant Register

The City of Hemet's warrant register dated May 30, 2013 is currently posted on the City's website in the Finance Department section, under *Financial Information*. Payroll for the period of April 29, 2013 to May 12, 2013 was $567,982.93.

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,

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 # 10

Staff Report

TO: Honorable Mayor and Members of the City Council

FROM: Rita Conrad, Deputy City Manager/Administrative Services Director
Ronald Bradley, Interim City Manager

DATE: June 11, 2013

RE: Approval of Side Letter Agreement with the Hemet Police Management Association regarding the City's Implementation of the Crime & Safety Action Plan

RECOMMENDATION:
It is respectfully requested that the Mayor and City Council approve a Side Letter Agreement with the Hemet Police Management Association (HPMA) to facilitate implementation of the Crime & Safety Action Plan.

BACKGROUND:
On April 23, 2013, the City Council authorized implementation of a Crime and Safety Action Plan ("Plan") that Chief David Brown introduced during a work study workshop on April 9, 2013. A key component of the Plan was a short term program to assist in current staffing needs at the police department, specifically to increase the amount of "pro-active policing time" for patrol officers.

Pursuant to the MMBA (Meyers-Milias-Brown Act), the City and HPMA have conferred regarding the implementation of the Police Chief's plan. Both parties agree that any obligations each party may have under the MMBA have been satisfied related to this issue.

FISCAL IMPACT:
There is no fiscal impact related to the approval of this side letter.

Respectfully submitted,

Rita Conrad
Deputy City Manager/Admin Services

Legal review,

Eric S. Vail
City Attorney

Attachments: Side Letter

Side Letter of Agreement Between
The City of Hemet and The Hemet Police Management Association

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

The City and HPMA are parties to a Memorandum of Understanding (MOU) regarding the terms and conditions of employment for the HPMA that is effective from July 1, 2011 up to and including June 30, 2014.

On April 23, 2013, the City Council authorized the implementation of a Crime & Safety Action Plan ("Plan") that Chief David Brown introduced on April 9, 2013 at a work study workshop (Exhibit "A"). The Plan includes a proposal to (1) provide temporary staffing support to the Department through the hiring of retired police officers to serve as investigators, crime analysts, and unit supervisor on a temporary basis; (2) enter into a cooperative agreement with California Highway Patrol for traffic enforcement and investigation on SR-74; and, (3) continue with a regional crime suppression effort with Murrieta Police Department.

Retirees hired under this Plan will serve in temporary, limited-term positions and will be employed subject to the restrictions on employment after retirement set forth in the Public Employee Pension Reform Act (PEPRA), related CalPERS regulations and guidelines, and City restrictions on the use of temporary employment positions. The job description for the proposed limited-term position is attached as Exhibit "B".

Pursuant to the MMBA, the City and the HPMA have conferred regarding the implementation of the Plan. Both parties agree that any obligations each party may have under the MMBA have been satisfied.

The HPMA has no objection to the City's proposed implementation of the elements of the Plan identified above.

APPROVALS

City of Hemet:

_____ _____

Ronald Bradley, Interim City Manager **Date**

Hemet Police Management Association:

_____ _____

Dean Evans, HPMA President **Date**

Attachments: Exhibits "A" & "B"

CITY OF HEMET

Date Adopted: 04/23/2013
Date Last Revised: New Class

TEMPORARY, LIMITED TERM POLICE SERGEANT

Class specifications are intended to present a descriptive list of the range of duties performed by employees in the class. Specifications are not intended to reflect all duties performed within the job.

DEFINITION

Under general supervision, supervises sworn and non-sworn personnel assigned to a major police activity and plays a key role in implementing the department's philosophy and program of community policing. Typical assignments include Patrol Bureau, Detective Bureau, Crime Prevention, Police Activities League, Narcotics/Gang Team, Traffic Bureau, Communications/Records Bureau.

DISTINGUISHING CHARACTERISTICS

This is the first line supervisory class in the sworn police class series. Sergeants may be assigned to the direction of a special unit, e.g., Detectives Bureau.

SUPERVISION RECEIVED AND EXERCISED

Supervised by Lieutenants or Captains; supervises patrol teams, special teams or bureaus.

ESSENTIAL FUNCTIONS

Essential functions, as defined under the Americans with Disabilities Act may include, but are not limited to the following characteristics, duties, responsibilities, knowledge, skills and other characteristics:

Supervises an organizational unit engaged in conducting initial and follow-up investigations, liaison with schools in youth involved problems, crime prevention, and other programs as assigned.

Conducts and/or supervises roll-call briefing sessions at shift change; ensures compliance with and disseminates information regarding department policy and procedures, conducts and/or supervises briefing training sessions; may participate in public relations programs.

Supervises the investigation of crimes, security of crime scenes, collection and preservation of evidence, questioning and interviewing of suspects, victims and witnesses.

Supervises the apprehension, arrest and detention of suspects for criminal violations.

Assigns deployment in the field of personnel and equipment to specific areas, cases and/or tasks.

Provides technical assistance and back-up for officers in the field.

Conducts final review of reports prepared by subordinates for accuracy, sufficiency, legality, clarity, and completeness; prepares special and/or summary reports; evaluates case/project progress; makes recommendations on case disposition.

Supervises and/or advises subordinate personnel on job-related matters; evaluates and documents performance; provides assistance in improving skills and abilities; resolves conflicts or problematic situations arising out of assignments; creates positive work environment; maintains discipline and initiates corrective action; ensures compliance with safety practices and policies.

Keeps superiors informed on events affecting area of responsibility, particularly personnel issues, complaints, and other occurrences having an impact on the department or city.

Responds to citizen inquiries at a supervisory level; investigates or supervises the investigation of accidents and injuries, makes initial determination of preventability, and takes necessary action to correct deficiencies in practices, work methods, and operation.

Performs a variety of related duties, and maintains records, reports and other paperwork initiated by field personnel.

Attends community functions as a representative of the department.

Attends department meetings and training sessions; participates in employee development activities as assigned; keeps abreast of developments which affect law enforcement or information which would assist subordinates in the performance of their duties.

Supervises the issuance and care of equipment used by subordinates.

Acts as Relief Watch Commander in the event of assigned Watch Commander's absence.

KNOWLEDGE AND ABILITIES

Knowledge of principles and practices of modern law enforcement including patrol, investigations, and special operations functions; laws, regulations, and policies regarding search, seizure, arrest, evidence, and court procedures, as well as legal rights of citizens and prisoners; vehicle and penal codes; public relations techniques; interagency communication and assistance techniques and practices; report writing skills. Working knowledge of municipal organization and administration; physical layout of the City and adjoining areas; methods and techniques of supervision.

Ability to apply and interpret laws, regulations, and rules as well as department policy and procedures; think clearly and act effectively in emergency situations; work independently and demonstrate initiative in performance of assignments; maintain integrity of intra-departmental communication and chain of command; identify and inform superiors of sensitive issues and/or situations; understand and follow verbal and written directions; write clear, concise, and accurate reports; use and care for small and medium size firearms, and other equipment; establish and

maintain cooperative working relationships; communicate effectively both verbally and in writing; meet the public in situations requiring diplomacy and tact; supervise the work of others engaged in law enforcement activities.

QUALIFICATIONS GUIDELINES

Education and/or Experience

Any combination of education and/or experience that has provided the knowledge, skills, and abilities necessary for satisfactory job performance. Example combinations include equivalent to five (5) years experience in law enforcement and possession of 60 semester or 90 quarter college units leading to a degree in Police Science, Public Administration, or a related field by the end of probation.

CERTIFICATION/LICENSE AND/OR OTHER SPECIAL REQUIREMENTS

Possession of a valid Class "C" California driver's license and a satisfactory driving record. Possession of a P.O.S.T. Intermediate Certificate.

Exhibit B

Exhibit "A"

HEMET POLICE DEPARTMENT
CRIME & SAFETY UPDATE
ACTION PLAN

APRIL 9, 2013

AGENDA

PART I
"Crime, Safety & Investment Update"
PART II
"Immediate Action Plan"
PART III
"Long-term Staffing & Policing Plan"

HEMET POLICE DEPARTMENT
CRIME & SAFETY UPDATE
ACTION PLAN

APRIL 9, 2013

POLICE DEPARTMENT INVESTMENT
CAPITOL IMPROVEMENTS

West Covina Service Group (CAD/RMS)	423,659
State 9-1-1 System Upgrade	290,249
DOJ (CLETS) Network Security Upgrade	120,000
FCC "Narrow-band" Radio Replacement	183,924
Advanced Data Management/Crime Analysis	75,000
Automatic License Plate Readers	38,716
Patrol Vehicle Replacement Project	398,000
Communications Center / Multi-use Rebuild	800,000
TOTAL →	$2,329,548

HEMET POLICE DEPARTMENT
CRIME & SAFETY UPDATE
ACTION PLAN

APRIL 9, 2013

POLICE DEPARTMENT INVESTMENT
GRANT AWARDS

2009	1,614,094
2010	461,010
2011	357,354
2012	783,991
Total →	$3,216,449

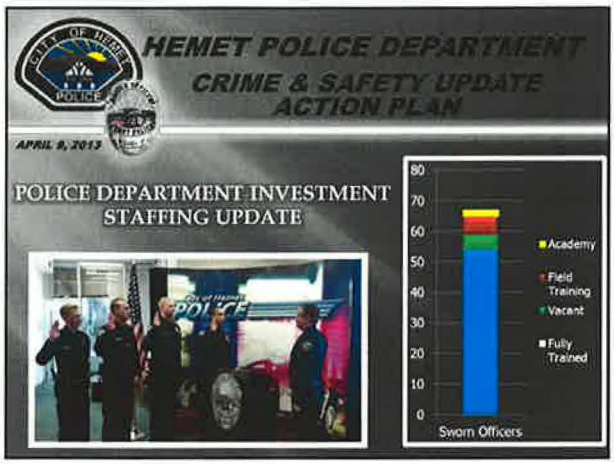
HEMET POLICE DEPARTMENT
CRIME & SAFETY UPDATE
ACTION PLAN

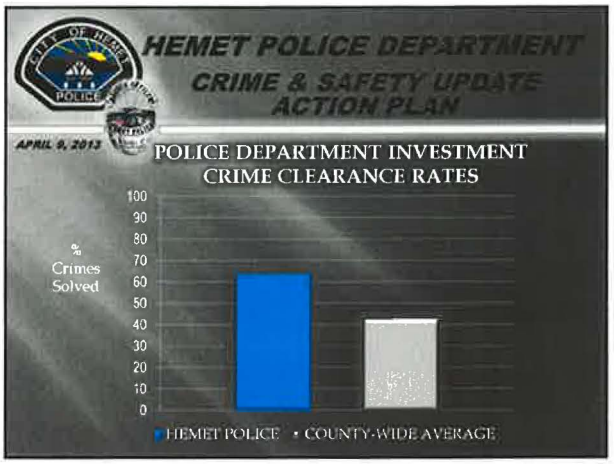
APRIL 9, 2013

POLICE DEPARTMENT INVESTMENT
4-YEAR SUMMARY

Capitol Investments	$2,329,548
Grant Awards	$3,216,449
Total →	*$5,545,997

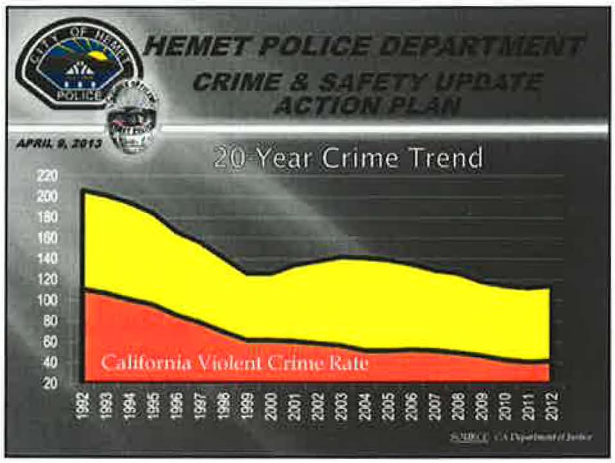
** Over and above general fund budget*

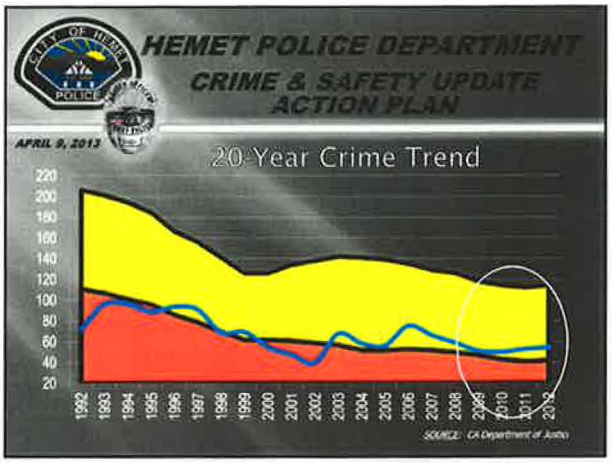

HEMET POLICE DEPARTMENT
CRIME & SAFETY UPDATE
ACTION PLAN
APRIL 9, 2013
POLICE DEPARTMENT INVESTMENT
STAFFING UPDATE
80
70
60
50
40
30
20
10
0
Academy
Field Training
Vacant
Fully Trained
Sworn Officers


HEMET POLICE DEPARTMENT
CRIME & SAFETY UPDATE
ACTION PLAN
APRIL 9, 2013
POLICE DEPARTMENT INVESTMENT
CRIME CLEARANCE RATES
% Crimes Solved
100
90
80
70
60
50
40
30
20
10
0
HEMET POLICE
COUNTY-WIDE AVERAGE

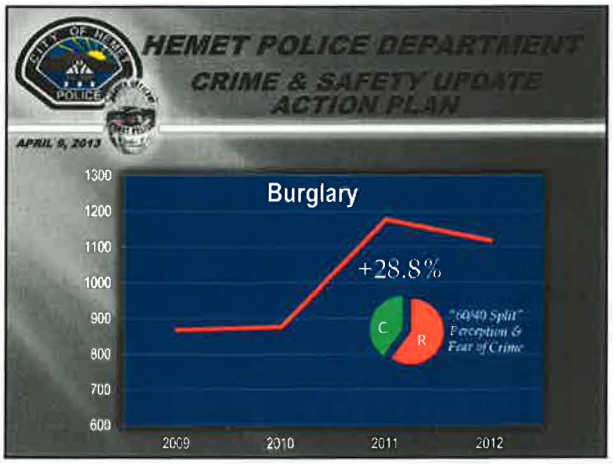
HEMET POLICE DEPARTMENT
CRIME & SAFETY UPDATE
ACTION PLAN
APRIL 9, 2013
FACTORS INFLUENCING "CRIME RATES"
• Economic Conditions / Unemployment
• Population Density / Commercial and Business Centers
• Demographics / Median Income / Education
• Distressed Neighborhoods
• Living Conditions and Community Stability
• Accessibility of Drugs and Alcohol
• Overpopulation of "Criminal Class" (probation/parole)

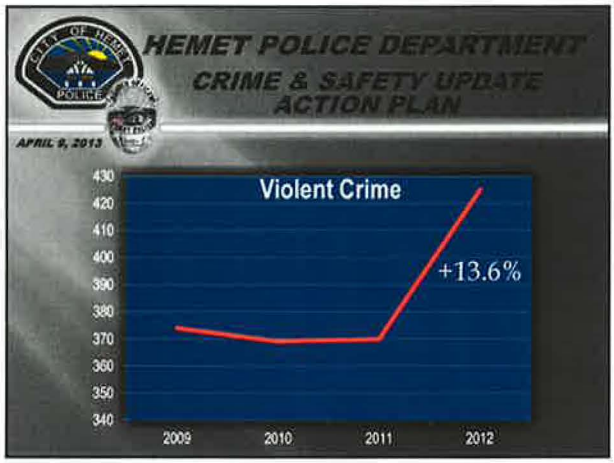
HEMET POLICE DEPARTMENT
CRIME & SAFETY UPDATE
ACTION PLAN
APRIL 9, 2013
20-Year Crime Trend
220
200
180
160
140
120
100
80
60
40
20
California Crime Rate
1992
1993
1994
1995
1996
1997
1998
1999
2000
2001
2002
2003
2004
2005
2006
2007
2008
2009
2010
2011
2012

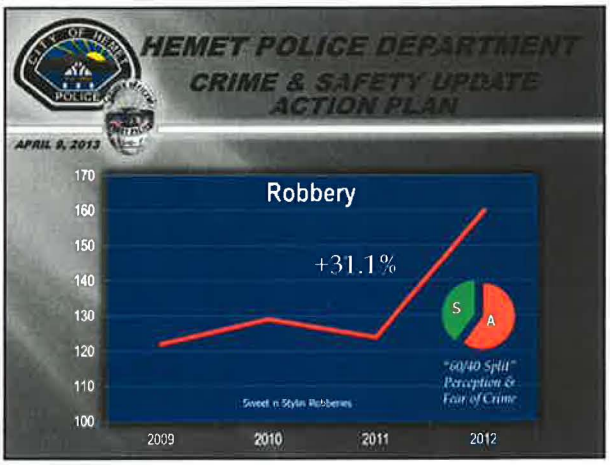

HEMET POLICE DEPARTMENT
CRIME & SAFETY UPDATE
ACTION PLAN
APRIL 9, 2013
20 Year Crime Trend
California Violent Crime Rate

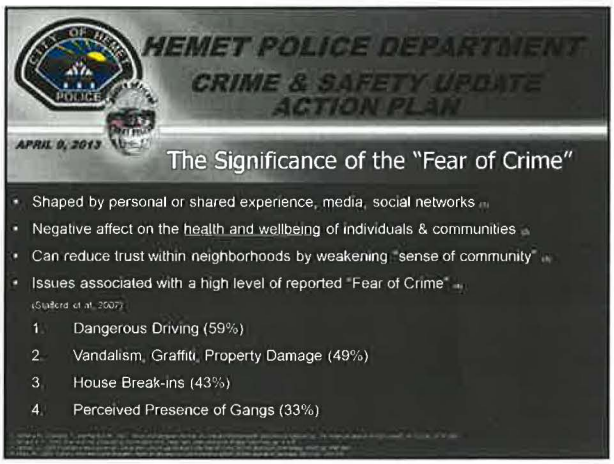

HEMET POLICE DEPARTMENT
CRIME & SAFETY UPDATE
ACTION PLAN
APRIL 9, 2013
20 Year Crime Trend
SOURCE: CA Department of Justice

HEMET POLICE DEPARTMENT
CRIME & SAFETY UPDATE
ACTION PLAN
APRIL 9, 2013
Property Crime
+28.5%


HEMET POLICE DEPARTMENT
CRIME & SAFETY UPDATE
ACTION PLAN
APRIL 9, 2013
Burglary
+28.8%
C
R
"60/40 Split"
Perception &
Fear of Crime


HEMET POLICE DEPARTMENT
CRIME & SAFETY UPDATE
ACTION PLAN
APRIL 9, 2013
Violent Crime
+13.6%
430
420
410
400
390
380
370
360
350
340
2009
2010
2011
2012


HEMET POLICE DEPARTMENT
CRIME & SAFETY UPDATE
ACTION PLAN
APRIL 9, 2013
Robbery
+31.1%
170
160
150
140
130
120
110
100
S
A
"60/40 Split"
Perception &
Fear of Crime
Sweet n Stylin Robberies
2009
2010
2011
2012


HEMET POLICE DEPARTMENT
CRIME & SAFETY UPDATE
ACTION PLAN
APRIL 9, 2013
The Significance of the "Fear of Crime"
Shaped by personal or shared experience, media, social networks
Negative affect on the health and wellbeing of individuals & communities
Can reduce trust within neighborhoods by weakening "sense of community"
Issues associated with a high level of reported "Fear of Crime"
(Guillard et al, 2007)
1. Dangerous Driving (59%)
2. Vandalism, Graffiti, Property Damage (49%)
3. House Break-ins (43%)
4. Perceived Presence of Gangs (33%)

HEMET POLICE DEPARTMENT
CRIME & SAFETY UPDATE
ACTION PLAN
APRIL 9, 2013
Our most pressing issue is the Fear of Crime.
Our best opportunity for community revival is
an immediate attack on the issues that contribute to the
Fear of Crime.

HEMET POLICE DEPARTMENT
CRIME & SAFETY UPDATE
ACTION PLAN
APRIL 9, 2013

Part II
Immediate Action Plan
"Stop the Bleeding"

HEMET POLICE DEPARTMENT
CRIME & SAFETY UPDATE
ACTION PLAN
APRIL 9, 2013

Re-hire POST Certified Police Officers

- Recently retired officers with 5+ years experience
- POST Certified – limited duration
- Specialized duty (investigations, backgrounds, crime analysis)
- VALUE: 5 @ 20 hrs/week = 30% increase in investigations
- COST: $208,000 / year

HEMET POLICE DEPARTMENT
CRIME & SAFETY UPDATE
ACTION PLAN
APRIL 9, 2013

Partnerships

Cooperative Agreement with California Highway Patrol

- Traffic Enforcement and Investigation SR-74 (Florida Ave)
- Florida First Initiative – Gateway to Hemet
- High Visibility – Uniformed Presence - Deterrant
- Relieves Hemet Officers for Pro-active Community Policing
- VALUE: 2,080 Directed Enforcement Hours
- COST: $195,000 annually

HEMET POLICE DEPARTMENT
CRIME & SAFETY UPDATE
ACTION PLAN
APRIL 9, 2013

Partnerships

Regional Crime Suppression Effort with Murrieta Police Department

- Maximize existing 18 year relationship – Joint SWAT Team
- Additional 128 hours of crime suppression effort per month
- Focus on Retail Centers and Crime "Hot Spots"
- VALUE: 1,536 Committed Patrol Hours
- COST: No-cost due to existing mutual aid relationship

HEMET POLICE DEPARTMENT
CRIME & SAFETY UPDATE
ACTION PLAN

APRIL 9, 2013

Partnerships

Continue Support
for
AB-109 and Gang Task Forces

- Provide Facility and Accommodations for Task Force Operations
- Continue Funding for AB 109 and GTF Sergeants
- Region 3 Board-Monthly GTF Saturation Patrols
- Weekly AB-109 Compliance Sweeps
- VALUE: 7,230 Directed Enforcement Hours
- COST: No additional cost, on-going commitment

HEMET POLICE DEPARTMENT
CRIME & SAFETY UPDATE
ACTION PLAN

APRIL 9, 2013

"Immediate Action Plan"
Summary of Benefits

1. Generates 17,906 additional enforcement hours
2. FT equivalent of 10 additional police officers
3. Immediate impact on crime and safety
4. High-visibility leads to reduction in fear of crime
5. One-time expenditure, no long-term or pension liability
6. Effectively "stops the bleeding"

HEMET POLICE DEPARTMENT
CRIME & SAFETY UPDATE
ACTION PLAN

APRIL 9, 2013

Part III
Long-term Staffing and Policing Plan
"Investing in the Future"

Project H.O.P.E.
Hemet's Option for Policing Excellence

HEMET POLICE DEPARTMENT
CRIME & SAFETY UPDATE
ACTION PLAN

APRIL 9, 2013

Establish Sworn Staffing Goal

- No "magic number" or ratio
- Based on 20 years of experience policing the Valley
- Resolve to increase sworn staffing by 14 officers in 18 months
- 14 additional police officers dedicated to crime suppression and prevention will have a significant impact on crime and "fear of crime"

HEMET POLICE DEPARTMENT
CRIME & SAFETY UPDATE ACTION PLAN

APRIL 9, 2013

"Hemet has a revenue problem."

- My favorite city manager

"Let us put our collective heads together and figure out how to pay for it."

- Our community

HEMET POLICE DEPARTMENT
CRIME & SAFETY UPDATE ACTION PLAN

APRIL 9, 2013

Initiate 5-year Strategic Plan

Recommended in "Hemet General Plan"

- Identify Community's Policing Expectations and Priorities
- Includes Surveys and Focus Groups
- Establish Short-term Goals and Objectives (1-3 years)
- Determine Long-term Strategic Objectives (3-5 years)
- Builds Community Trust and Confidence in Police
- Publish by Fall 2014

HEMET POLICE DEPARTMENT
CRIME & SAFETY UPDATE ACTION PLAN

APRIL 9, 2013

SUMMARY

Benefits of Long-term Stability

- Employee Recruitment and Retention
- Enhances Community's Sense of Safety and Security
- Reduces Crime and the Fear of Crime
- Repositions Hemet as a Safe, Attractive and Desirable Community
- Strengthens the Foundation for Regional Policing Opportunities

HEMET POLICE DEPARTMENT
CRIME & SAFETY UPDATE ACTION PLAN

APRIL 9, 2013

A word about "Regionalization"

HEMET POLICE DEPARTMENT
CRIME & SAFETY UPDATE
ACTION PLAN

APRIL 9, 2013

ACTION PLAN GOALS

10% REDUCTION IN CRIME

25% REDUCTION IN REPORTED "FEAR OF CRIME"

IN 18 MONTHS

HEMET POLICE DEPARTMENT
CRIME & SAFETY UPDATE
ACTION PLAN

APRIL 9, 2013

SUMMARY
Recommendations

1. Direct staff to initiate re-hire of Certified Police Officers
   (Budget $208,000 for FY 13/14)
2. Direct staff to negotiate CHP Cooperative Agreement
   (Budget $195,000 for FY 13/14)
3. Establish Sworn Staffing Goal *(14 additional in 18 months)*
4. Direct staff to initiate Police Department Strategic Planning Process
5. Direct staff to prepare Long-term "Department Stabilization Plan"

HEMET POLICE DEPARTMENT
CRIME & SAFETY UPDATE
ACTION PLAN

APRIL 9, 2013

ACTION PLAN GOALS

10% REDUCTION IN CRIME

25% REDUCTION IN REPORTED "FEAR OF CRIME"

IN 18 MONTHS

AGENDA # 11

Staff Report

TO: Honorable Mayor and Members of the Hemet City Council

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

DATE: June 11, 2013

RE: GRADING AND EROSION CONTROL STANDARDS ("Grading Standards")
Resolution Bill No. 13-015

RECOMMENDED ACTION:

That the City Council:

Approve Resolution Bill No. 13-015, adopting the Grading and Erosion Control Standards, dated June 2013.

BACKGROUND:

The City of Hemet has introduced an ordinance adding a new Chapter 67 to its Municipal Code, regulating grading operations within the City limits. Section 67-1(B) of that ordinance requires the City Engineer to prepare Grading and Erosion Control Standards setting forth administrative procedures and technical requirements implementing Chapter 67.

PROPOSED STANDARDS DESCRIPTION:

The proposed Grading and Erosion Control Standards complement the requirements of the proposed Chapter 67 by providing the technical standards for grading activities and administrative procedures to be followed to obtain a grading permit. The text of the subject standards is included as Exhibit "A" to this staff report. Some of the provisions set forth in the proposed standards are as follows:

The proposed Grading and Erosion Control Standards provide regulations in the following areas: permits and applications, design criteria, cuts/excavations, fills, drainage and terracing, setbacks, inspections, and erosion control/SWPPP. In addition, there are three appendices to the Standards, which include a grading permit application form, security forms, and drawings pertaining to setbacks.

These Standards provide applicants with clarity as to what maps, drawings and other information must be submitted with an application for a grading permit and the standards that those documents must adhere to. In addition, after a permit is approved the Standards govern how work pursuant to that permit must be conducted. For example, the Standards provide maximum cut and fill slopes, regulate the types of materials that may be used as fill, how fill should be compacted, and when drainage terraces are required for slopes.

The Standards also provide what areas must be inspected by the City during grading operations, including initial inspection, after excavation but before fill, upon completion of rough grading, final inspection, and on-going inspections during the course of grading to verify compliance with permit conditions. The Standards also identify what the inspector must verify during the inspection.

ANALYSIS:

In the past, the City of Hemet has regulated this type of construction activity based on provisions of the California Building Code (formerly the Uniform Building Code), and some guidelines never adopted by the City Council.

The proposed standards provide the technical background for obtaining a grading permit, and for the executing the corresponding work. Along with City Ordinance No. 13-014, these standards will facilitate the completion of this part of the development process by defining clear regulations for applicants, contractors, and City staff.

COORDINATION & REVIEW:

The proposed standards were developed by the City Engineer, with input from the Engineering Department staff, and reviewed by the City Attorney.

CONSISTENCY WITH ADOPTED GOALS, PLANS, AND PROGRAMS:

The proposed ordinance is in conformance with the City's adopted 2030 General Plan, specifically with the policies established in Chapter 3, Community Design. The subject ordinance will provide the tools for a more organized development of hillsides, graded slopes, etc.

FISCAL IMPACT:

There are no fiscal impacts anticipated resulting from the adoption of the subject standards.

Respectfully submitted,

Jorge Biagioni
Engineering Director/City Engineer

Approved as to form:

Eric S. Vail
City Attorney

Attachment(s): Exhibit "A" - Grading Standards

CITY OF HEMET
Hemet, California
RESOLUTION NO. 13-015

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF HEMET, CALIFORNIA, ADOPTING THE ENGINEERING DEPARTMENT'S "GRADING, EROSION AND SEDIMENT CONTROL STANDARDS", DATED JUNE 2013.

WHEREAS, the City Council has introduced and adopted Ordinance No. 13-014, adding Chapter 67 to the Hemet Municipal Code providing standards for grading, sediment and erosion control; and,

WHEREAS, Ordinance No. 13-014 requires the City Engineer to prepare the "City of Hemet Grading and Erosion Control Standards" and requires grading activities within the City to be conducted in conformance with those Standards; and,

WHEREAS, the City Engineer has prepared the City of Hemet Grading and Erosion Control Standards and has submitted those proposed standards to the City Council for approval.

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

Section 1: The City Council of the City of Hemet hereby adopts the Grading, Erosion and Sediment Control Standards, attached hereto as Exhibit "A".

Section 2: The City Council of the City of Hemet hereby authorizes the Director of Engineering/City Engineer to make revisions, to the Grading, Erosion and Sediment Control Standards, related to construction materials and construction methods without obtaining prior approval of the City Council. Any changes in policy, or in design criteria shall be approved by the City Council.

PASSED, APPROVED, AND ADOPTED this 11th day of June, 2013.

Robert Youssef, Mayor

ATTEST:

Sarah McComas, City Clerk

APPROVED AS TO FORM:

Eric S. Vail, City Attorney

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

I, Sarah McComas, City Clerk of the City of Hemet, do hereby certify that the foregoing Resolution is the actual Resolution adopted by the City Council of the City of Hemet and was passed at a regular meeting of the City Council, on the 11th day of June 2013, by the following vote:

AYES:
NOES:
ABSTAIN:
ABSENT:

Sarah McComas, City Clerk

Exhibit "A"

Grading Standards

ORIGINAL

Grading and Erosion Control Standards

Resolution No. 13-015

6/11/2013
City Of Hemet
Engineering Department

CITY OF HEMET

GRADING AND EROSION CONTROL STANDARDS

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CITY OF HEMET
GRADING AND EROSION CONTROL STANDARDS

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CITY OF HEMET

GRADING AND EROSION CONTROL STANDARDS

1. GENERAL PROVISIONS

1.1 Authority

In accordance with Grading, Sediment, and Erosion Control Ordinance, and Appendix J of the California Building Code as adopted, review of grading plans, issuance of permits and inspection of site grading and appurtenances within the City limits of the City of Hemet are under the jurisdiction of the City Engineer.

1.2 Purpose

The purpose of these Grading Standards is to provide additional information to the Grading, Erosion and Sediment Control Ordinance which regulates such operations, on private properties, within the City limits. Should any portion of these standards conflicts with the provisions of the Code, the Code provision shall govern.

2. GLOSSARY OF TERMS

The words and terms used in these standards shall have the following meanings.

"As Graded": The configuration of the site after the grading operations are completed. Horizontal and vertical dimensions shall be in conformance with the grading plan approved by the City Engineer.

"Approval": The work was completed in compliance with this Ordinance, in the City Engineer's opinion.

"Base": A layer of specified material and thickness placed below the paved surface.

"Bedrock": A relatively consolidated, hard, or unweathered formation that underlies the soils.

"Bench": A relatively level step excavated into earth material on which fills will be placed.

"Borrow": The soil material brought from an off-site location to grade the project site.

"Buttress Fill": An engineered fill designed to mitigate an adverse geologic condition.

"Certification": A signed written statement, by a registered professional, indicating that inspections and/or tests have been performed for the project site, and that the works are in compliance with the requirements of the plans, permit and this Chapter.

"City Engineer": The Director of Engineering/City Engineer of the City of Hemet, or his/her duly delegated representative.

"Civil Engineer": A professional engineer, registered in the State of California to practice civil engineering.

"Compaction": The mechanical densification of fill materials.

"Cut/Excavation": The removal of earth material by artificial means.

"Down Drain": A device for collecting water from a swale or a ditch located on a slope, and safely delivering it to an approved drainage facility.

"Erosion": The loss of ground surface as a result of the movement of water, wind or ice.

"Earth Material": Any natural soil, rock, fill or combination thereof.

"Expansive Soils": Those with an expansion index greater than twenty (20), determined in accordance with ASTM D 4829 and other requirements by the current California Building Code.

"Fill": The deposition of earth material by artificial means.

"Grade": The vertical location of the ground surface.

"Hillside": A site where the existing grade is twenty percent (20 %) or greater.

"Key": A compacted fill placed in a trench excavated in earth material beneath the toe of the slope.

"Record Drawings": The plans prepared by a licensed professional, and approved by the City, subsequent to the completion of the work and showing approved changes during construction.

"Slope": An inclined surface of fill, cut, or natural terrain.

"Stop Work Order": An order issued by a City official who requires that a specific activity be stopped.

"Storm Water Pollution Prevention Plan (SWPPP)": A document that meets the requirements of the State General Construction Storm Water Permit. The SWPPP shall describe the BMPs implemented to comply with this Ordinance.

"Sub-Base ": A layer of specified material and thickness placed between the base and the sub-grade.

"Sub-grade": The soil prepared to support structures or road sections.

"Terrace": A relatively level step constructed in the face of a graded slope, for drainage and maintenance purposes.

3. PERMIT AND APPLICATION

3.1 Grading Permit Application

The following items shall be completed and submitted by the applicant or his/her representative, when a grading permit is requested.

a. Application form
b. Three (3) sets of grading plans
c. Two (2) sets of erosion control plans
d. Two (2) sets of preliminary hydrology study
e. Two (2) sets of preliminary Water Quality Management Plan (WQMP), if applicable
f. Two (2) sets of preliminary soils/geotechnical report
g. Proof of filing a Notice Of Intent (NOI)
h. Grading security, if applicable
i. Plan check fees

3.2 Additional Clearances

Depending on the location of the site to be graded, written clearances from other agencies shall be required. Clearances from the following agencies, but not limited to, may be required:

a. City's Fire Department (for fuel modification areas, and blasting)
b. Riverside County Flood Control & Water Conservation District
c. Regional Water Quality Control Board
d. California Department of Fish and Game
e. U.S. Army Corps of Engineers

The applicant shall be responsible for submitting copies of the proposed grading plan to the corresponding agency and obtaining the appropriate clearances/permits.

3.3 Permits Required

A grading permit will be required from the office of the City Engineer for any grading operations if any one of the following conditions exist or will be created:

a. Any fill or excavation that exceeds 50-cubic yards on any one lot.

b. An excavation, which is: (1) more than 2-feet in depth or (2) an excavation, which creates a cut slope greater than 5-feet in height and steeper than two horizontal to one vertical (2:1).

c. A fill, which is: (1) greater than 1-foot in depth and placed on terrain with a natural slope flatter than 5 horizontal to 1 vertical, or (2) greater than 3-feet in depth, regardless of the natural terrain on which it is placed, which is intended to support structures.

d. Any back fill of an excavation, the purpose of which is the removal of an existing underground structure, like an underground fuel storage tank, or basement.

e. Any over excavation and re-compaction of a building site, which exceeds 3-feet in depth in accordance with the recommendations of a soils engineering report.

In no case shall the above provisions apply to an excavation below finish grade for basements and footings of a building or other structure authorized by an active building permit, or trench excavations for the purpose of installing underground utilities. This shall not exempt any fill made with the material from such excavation nor exempt any excavation having an unsupported height greater than 5-feet after the completion of such structure.

3.4 Permit Exemption

The following activities shall not require a grading permit:

a. Cemetery graves
b. Refuse disposal sites controlled by other regulations
c. Excavation for wells or utility trenches
d. Exploratory excavations directed by a registered professional

3.5 Process

SITE PLAN: Upon applications for a building permit from the City's Building and Safety Division, or upon application for a formal review of plans in accordance with City ordinance; a site plan shall be submitted to the Community Development Department.

A grading permit will be required if, upon review of the submitted site plan, it is determined that one or more of the conditions set forth in Section 3.3, above, exists.

PARKING LOT PLAN: The City Engineer has authority over the construction of on-site parking and vehicular storage areas due to the impact that these facilities have on access and circulations in adjacent City streets.

If the submitted site plan denotes areas of on-site vehicle storage or parking beyond that required for a single-family residence, an additional permit for on-site improvements will

be required. The On-site Improvement Permit will provide for plan check and construction inspection of on-site construction pertaining to vehicle parking and circulation including, but not limited to the following: curbs, gutters, ribbon-gutters, drainage devices, asphalt concrete and portland cement concrete pavement, aggregate base, soils compaction and Best Management Practices (BMP) for the Storm Water Pollution Prevention Plan (SWPPP).

WALL PLANS: A separate permit, from the City's Building and Safety Division, shall be required for construction of on-site garden walls, refuse dumpster enclosures and retaining walls.

4. DESIGN CRITERIA

4.1 Grading Plan Requirements

To obtain a grading permit, as required by the City Engineer, three sets of plans shall be submitted. The plans shall be prepared in a 24" x 36" format, to a scale no smaller than 1" = 40' and signed by a registered civil engineer.

The plan shall include, but not limited to, the following:

1. General vicinity map of the project.
2. The applicable general notes as shown on the file located in the City's website.
3. Property limits and accurate contours of existing ground and details of terrain and area drainage.
4. Limiting dimensions, elevations or finish contours to be achieved by the grading, proposed drainage channels and related construction.
5. Detailed plans of all surface and subsurface drainage devices, walls, cribbing, dams and other protective devices to be constructed with, or as part of, the proposed work together with a map showing the drainage area and the estimated runoff of the area served by any drains.
6. Locations of any buildings or structures on the property where the work is to be performed and the locations of any buildings or structures on the land of adjacent owners, which are within 15-feet of the property or which may be affected by the proposed grading operations.
7. Sections of the property at all boundaries to show the means of matching the grade of adjacent property and the configuration of drainage swales, terraces and devices.
8. The applicable standard notes as shown on the file located in the City's website.
9. Any other information appropriate to the particular.

In addition to the grading plans, the following documents shall be required:

a. Soils Report: The City Engineer shall require a soils investigation and soils engineering report which includes data regarding the nature, distribution and strength of existing soils; conclusions and recommendations for grading procedures; and design criteria for corrective measures when necessary. It shall

also include recommendations covering suitability of the sites to be developed by the proposed grading.

Recommendations included in the report and approved by the City Engineer shall be incorporated in the grading plan and so noted by signature of the Soils Engineer on the plan.

b. Engineering Geology Report: The City Engineer may require an engineering geologic investigation and report, which includes an adequate description of the geology of the site, conclusions and recommendations regarding the effect of geologic conditions on the sites to be developed by the proposed grading.

If a grading site is in a special hazards zone due to seismic activity, these concerns will be addressed in the Engineering Geology Report.

Recommendations included in the report and approved by the City Engineer shall be incorporated into the grading plan and so noted by the signature of the Engineering Geologist on the plan.

c. Security: A permit shall not be issued for grading involved more than 5,000-cubic yards unless the applicant shall first post, with the Engineering Department, a bond, cash deposit, or letter of credit from a financial institution subject to regulations of the State and/or Federal government in the same amount as required for a bond. Where unusual conditions or special hazards exist, the City Engineer may require a bond for grading involving less than 5,000-cubic yards.

The bond required by this section may include incidental off-site grading on property contiguous with the site to be developed, provided written consent of the owner of such contiguous property is filed with the City Engineer.

The amount of the bond shall cover one hundred percent (100%) of the cost of the cut and fill volumes, whichever is greater, and one hundred percent (100%) of the cost erosion control facilities, and drainage improvements being constructed.

The term of the required security shall begin at the time of the issuance of the grading permit and shall remain in place until the completion of the work, to the satisfaction of the City Engineer.

d. Off-Site Grading Letter: Whenever the developer of a parcel of land is required to do work outside of the legal limits of his/her property, it will be necessary to obtain written permission from the adjoining property owner(s). The letter shall contain the following information:

1. Description of affected property.
2. A statement certifying that the signatory is the owner of the subject off-site property.
3. Acknowledgement that the affected owner has reviewed the grading plan and consents to the proposed work.
4. The affected owner holds the City of Hemet free and clear of any liability for damages resulting from the proposed work.

The signatures on the letter shall be acknowledged before a notary public. Copies of the letter shall be submitted for recordation with the County Recorder prior to the issuance of a grading permit.

5. CUTS/EXCAVATIONS

5.1 Cut Slopes

These slopes shall not be steeper than two horizontal to one vertical (2:1) unless the owner furnishes a soils engineering geology report, or both, certifying that the site has been investigated and that a cut at a steeper slope will be stable and not create a hazard to public or private property. The City Engineer may require the excavation to be made with a cut fact flatter in slope than 2:1 if he/she finds it necessary for stability and safety.

6. FILLS

6.1 Fill Slopes

The steepness of fill slopes shall be determined by a Soil Engineer who shall submit soil test data and engineering calculations to substantiate to the satisfaction of the City Engineer the stability of the fill slope and slope surface under conditions of saturation. In the absence of such determination, no fill slope shall exceed a steepness of 2:1.

6.2 Preparation of Ground

The existing ground surface shall be prepared to receive fill by removing vegetation, non-complying fill or other incompetent material. No compacted fill shall be placed unless the underlying soil or bedrock has been investigated by the Soils Engineer and/or geologist and found to be capable of safely supporting the additional weight. Where the slope of the existing ground surface is five horizontal to one vertical or steeper, and the height of the fill is greater than 5-feet, the fill shall be supported on level benches cut into competent material. The bench under the toe of a fill over a slope greater than 5:1 shall be at least 10-feet wide.

Except where recommended by the Soils Engineer or Geologist as not being necessary, subdrains shall be provided under all fills placed in natural drainage courses and in other locations where seepage is evident. Such sub-drainage systems shall be of a material and design approved by the soils engineer and acceptable to the City Engineer. The

locations of the subdrains shall be recorded in plan and elevation by the Soils Engineer and shown on an as-built plan.

6.3 Fill Material

Detrimental amounts of organic material shall not be allowed in fills. The placement of rock or similar irreducible material shall be as follows:

a. Rocks with a maximum dimension of twelve (12) inches shall be placed ten (10) feet or more below grade, measured vertically.

b. Rocks greater than twelve (12) inches shall be placed so as completely surrounded by soils. No nesting of roads shall be permitted.

c. Prior to approval of the grading plan, potential rock disposal areas shall be identified.

6.4 Compaction

All fills shall be compacted throughout their full extent to a minimum of 90 percent of maximum density as determined by ASTM Soil Compaction Test D1557 Modified Proctor. Field density shall be determined by a method acceptable to the City Engineer.

6.5 Slopes to Receive Fill

Where fill is to be placed above the top of an existing or proposed cut or natural slope steeper than three horizontal to one vertical, the toe of the fill shall be set back from the top edge of the slope a minimum distance of 6-feet measured horizontally or such other distance as may be specifically recommended by a Soils Engineer or Engineering Geologist and approved by the City Engineer. Fills shall not toe out on slopes steeper than 2:1.

6.6 Inspection and Testing

The Soils Engineer shall provide sufficient inspection during fill placement and compaction operations to determine that such work is being performed in accordance with the conditions of plan approval and the requirements of these guidelines. Continuous inspection shall be provided by the soil engineer or his responsible representative for all fills that will exceed a vertical height of 20-feet or will result in a slope surface steeper than two horizontal to one vertical (2:1).

7. DRAINAGE AND TERRACING

7.1 Terraces for Cut/Fill Slopes

Cut slopes more than 40-feet in height and fill slopes more than 40-feet in height shall have drainage terraces provided at vertical intervals not to exceed 25-feet. For cut or fill slopes over 100-feet in height, one drainage terraced near mid-height shall be not less than 20-feet in width, 8-feet of which shall be paved. To maintain self-cleaning

characteristics, no terrace drain shall have a longitudinal grade less than 5%. Maximum allowable grade shall be 12%.

7.2 Downdrains

Downdrains shall be located on all terraced slopes so that (a) no point on a terrace drain is more than 300-feet from a downdrain or (b) at no point will the terrace drain intercept the drainage from a slope which has a horizontally projected area in excess of 15,000-square feet.

7.3 Interceptor Drains

Swales, berms or other devices shall be provided at the top of cut or fill slopes to prevent surface waters from overflowing onto and damaging the face of the slope.

IN NO CASE SHALL DRAINAGE BE ALLOWED TO FLOW OVER THE FACE OF A MANUFACTURED SLOPE THAT HAS STEEPNESS GREATER THAN 5 HORIZONTAL TO 1 VERTICAL (5:1).

7.4 Drainage Disposal

All drainage facilities shall be designed to carry waters to the nearest practicable drainage way approved by the City Engineer and/or appropriate jurisdiction as a safe place to deposit such waters. Erosion of ground in the area of discharge shall be prevented by installation of rip-rap, energy dissipaters or other approved devices.

Finished grades shall conform to the following minimum longitudinal gradients:

Earth swale/ditch	1.0%
Natural ground (sheet flow)	1.0%
Asphalt pavement	1.0%
Concrete gutter	0.5%

8. SETBACKS

8.1 Slope Location and Setback

Cut and fill slopes shall be set back from site boundaries and buildings shall be set back from cut or fill slopes in accordance with Figure J108.1 of the California Building Code.

The setback and other restrictions imposed by Figure J108.1 of the California Building Code may be increased where unusual soil or geologic conditions make such modifications necessary for safety or stability. Likewise, they may be modified upon investigations and recommendation by a Soil Engineer or Geologist and upon approval by the City Engineer, where such modifications will provide equivalent safety, stability and protection.

8.2 Planting of Slopes

The surface of all cut slopes more than 5-feet in height and fill slopes greater than 3-feet in height shall be protected against erosion damage by the planting with grass or ground cover plants. Slopes exceeding 15-feet in vertical height shall also be planted with shrubs spaced at not greater than 10-feet on center, or a combination of shrubs (10-feet on center) and trees (20-feet on center), in addition to the grass or ground cover plantings. The plants selected and planting methods used shall be suitable for the soil, climatic conditions of the site, and be approved.

8.3 Irrigation

Slopes required to be planted shall be provided with an approved system of irrigation designed to cover all portions of the slope. Plans for the proposed irrigation system shall be submitted and approve prior to the system installation. A functional test of the system shall be required.

9. INSPECTION

9.1 Grading Inspection and Supervision

The City Engineer, or his agent, shall inspect the grading operation at the various stages of the work to verify that adequate supervision is exercised by the soils consultants.

Prior to any clearing, brushing or grading, a pre-grading meeting held at the Engineering Department, shall be scheduled by the Applicant/Contractor. Prior to the placement of pavement base material or pouring any concrete, a meeting held onsite, shall be scheduled with the City Inspector. The Applicant/Contractor shall notify the Engineering Department, at least 72 hours prior to the meeting.

9.2 Regular Grading Inspection

The following inspections shall be performed during grading operations:

Initial. When the site has been cleared of vegetation and unapproved fills and scarified, bench or otherwise prepared, and before any fill is placed.

Over-Excavation: After the area has been excavated and prior to the placement of any fill.

Rough. When rough grading has been completed and approximate final elevations have been established: Drainage terraces, swales and other drainage devices graded ready for paving; and berms installed at the top of slopes.

Final. When grading has been completed: All drainage devices installed; slope planting established and irrigation systems installed.

On-going. Throughout the duration of the project, inspections shall be conducted to verify compliance with dust control, material processing, SWPPP, and import/export operations.

9.3 Paving Inspection

a. Sub-grade: Inspection shall be performed once the sub-grade has been established, tested and approved by the soils engineer. The soils engineer shall provide a field memo with the results of the compaction tests.

b. Base: Inspection shall be performed once the base has been placed, tested and approved by the soils engineer. The soils engineer shall provide a field memo with the results of the compaction tests. Material invoices shall be required.

c. Asphalt Concrete: Material invoices shall be required.

d. Striping: Parking stalls shall be stripped in conformance with current City Standards No. P-400 and P-401, available at the City's website (www.cityofhemet.org).

9.4 Drainage Structures

a. Concrete curb and gutter/ribbon gutter: Inspection shall verify the preparation of sub-grade and the placement of any reinforcement, if so required. The engineer/surveyor shall provide a field memo indicating that line and grade are set in accordance with the approved plans.

b. Terrace drains, brow ditches and down drains: Inspection shall verify the preparation of sub-grade and the placement of any reinforcing steel or welded wire mesh. The engineer/surveyor shall provide a field memo indicating that line and grade are set in accordance with the approved plans.

c. Storm drain lines and inlets: Inspections are conducted during trenching, placement of the storm drains, and prior to placement of backfill material. For inlets, it will be after placement of forms but prior to pouring concrete. In both cases, the engineer/surveyor shall provide a field memo indicating that line and grade are set in accordance with the approved plans.

d. Sub-drains: Inspections are conducted after excavation but prior to installation of filter material and pipe. Additional inspection shall be required before backfilling.

10. EROSION CONTROL / S.W.P.P.P.

10.1 Erosion Control Plan Requirements

To obtain a grading permit, as required by the City Engineer, three sets of plans shall be submitted as part of the Grading Plans. The plans shall be prepared in a 24" x 36" format, to a scale no smaller than 1" = 40' and signed by a registered civil engineer.

The plan shall include, but not limited to, the following:

a. General vicinity map of the project.
b. The applicable general notes as shown on the file located in the City's website.
c. The name and 24-hour telephone number of the person responsible for conducting emergency erosion control work.
d. Show all proposed sediment control devices (gravel bags, straw/hay bales, rumble plates, desilting ponds, filter fabric fences, energy dissipaters, etc)
e. The plan shall show the location, alignment, spacing and quantities of the proposed erosion and sediment control measures.
f. The plan shall show the desilting and erosion devices necessary to protect adjacent properties from being impacted by the project construction.
g. Comply with City, State, and Federal erosion control regulations

h. Any other information appropriate to the particular site.

10.2 Slope Planting

The faces of cut and fill slopes shall be prepared and maintained to control erosion and to provide stability.

Exception: Erosion control measures need not be provided on cut slopes not subject to erosion due to erosion-resistant character of materials.

Unless otherwise recommended in the approved soil engineering or engineering geology report, cut and fill slopes shall be planted in accordance with this section. The protection for the slopes shall be installed as soon as practicable and prior to calling for final permit approval.

All slopes equal to or greater than three feet in vertical height shall be planted with drought-tolerant grass or ground cover in order to protect the slope from erosion and instability. Other slopes as deemed necessary by the City Engineer shall also be planted.

Slopes exceeding 15 feet in vertical height shall be planted with drought-tolerant shrubs, spaced at no more than ten feet on center; or trees, spaced not to exceed 20 feet on center; or a combination of such shrubs and trees at

equivalent spacing, in addition to a drought-tolerant grass or ground cover. Fifty percent of the total number of trees provided shall be of a drought-tolerant nature and a minimum 15-gallon size. The plants selected and planting methods used shall be suitable for the soil and climatic conditions found on the site. The landscape design shall consider and locate plants in zones, according to their water needs. Plant materials and planting patterns may be varied upon the recommendations of a landscape architect or a slope control specialist with approval of the City Engineer.

If a species other than those from the recommended plants list provided by the street and park supervisor is selected, a written statement shall be submitted by a landscape architect or slope control specialist certifying that the plant is drought-tolerant and suitable for erosion control and slope stabilization purposes. This statement must accompany the grading plan at the time of submittal. Plant material shall be allowed that is specifically identified as being drought-tolerant and suitable for erosion control, slope stabilization, and hardy in local climatic conditions, on an erosion control landscape plan signed by a registered landscape architect.

10.3 Erosion-control Landscape Plan Requirements

Landscape plans shall be submitted for all slopes that are equal or higher than fifteen (15) feet. The landscape plan may be incorporated as part of the grading plan unless, in the opinion of the City Engineer, the plan becomes too obscured to be effective. A landscape plan shall include:

a. A slope planting schedule that provides common and scientific names and specifications of all plants, including the names of all species, number and size of each tree and shrub, and the spacing of each tree.

b. The location of the planting.

c. Erosion-control landscape plans shall be prepared and signed by a registered landscape architect.

10.4 Irrigation Plan Requirements

Except where approved by the City Engineer, slopes required to be planted shall be provided with an approved system of irrigation designed to cover all portions of the slope and shall be of sufficient clarity to indicate the extent of work proposed. The irrigation system shall have zones which take into account the water requirements of the different types of plant species located in the zone and shall be adjusted to vary the water within the zone in accordance with the needs of the plant material. Care shall be taken to minimize runoff. Turf areas shall be irrigated separately from slope areas. The irrigation system provided shall make use of automatic timers, moisture sensors and low precipitation heads or emitters. The use of a drip type irrigation system is highly recommended wherever possible. Seasonal irrigation requirements of the plant species proposed shall be determined and recommendations provided as to the duration

and frequency of irrigation. Specifications for proposed devices, size and type of pipe, flow and precipitation rates are to be included on the erosion-control landscape plan.

An approved backflow prevention device shall be installed in each irrigation system, which conforms to Chapter 6 of the Uniform Plumbing Code. Projects with access to or of sufficient size to economically justify the use of reclaimed water through use of a dual distribution system are encouraged to do so. Prior to approval, reclaimed water irrigation systems are subject to the approval of the State Water Quality Control Board.

10.5 Planting Method

Planting shall commence as soon as slopes are completed on any portion of the site and shall provide for rapid short-term coverage of the slope as well as long-term permanent coverage. Minimum requirements shall include:

a. Planting holes: Planting holes shall be excavated twice as wide as the diameter and two inches less than the depth of the root ball of the plant. The planting holes shall be backfilled with a mixture of native soil, slowly decomposing organic matter and an appropriate fertilizer. The construction of a watering basin at the base of all trees and shrubs at a distance encompassing the drip line is recommended in order to encourage deep percolation of irrigation. The application of mulch to the surface area of the watering basin will help minimize the amount of irrigation lost to evaporation. Commercially prepared mulch, wood chips, grass clippings or a combination of vegetal matter may be used in this regard.

b. Staking: Each tree shall be double staked in order to anchor the root system and to support the trunk in an upright position. Stake material shall be of adequate dimension and length to support the tree. Ties used for tying the tree to the stake shall have a broad surface to minimize rubbing or girdling and have some elasticity. In lieu of stakes, a three-wire, tie-down system may be used.

c. Ground cover spacing: Ground covers are to be spaced (12-inches on center) in such a manner that 100 percent coverage of the planted slope will be achieved in as short a time as possible.

The finish grading and drainage, provided on the adjacent all-planted slopes, shall promote healthy plant growth and minimize erosion and runoff.

10.6 Planting Maintenance

All vegetation planted for erosion control shall be maintained in a healthy, vigorous condition. Maintenance of slopes shall include watering, weeding and restoration of any plant material that may die. Slopes that are affected by the

future installation of walls, fences, swimming pools or any other building must be properly replanted upon the completion of subsequent projects.

10.7 Final Planting Inspection

A final planting inspection shall be required for all building sites requiring planting. For building sites not requiring a performance bond, the final planting inspection shall be approved prior to the building permit final inspection. Any required irrigation system and all planting shall be installed at the time of the final planting inspection. A function test of the irrigation system may be required. For building sites requiring a performance bond, slope certification required by the next subsection shall be approved prior to the building permit final inspection. The final planting inspection shall be performed at the end of the one-year bond period.

10.8 Slope Verification

A site inspection shall be performed by the responsible landscape architect to assure compliance with the approved plans and to perform a functional test of the sprinkler system. Said landscape architect shall verify in writing to the City Engineer that the soils, additives, amendments, weed control, planting of the slopes and the installation of the irrigation system comply to the approved plans and to all the provisions of this section. The verification shall contain a statement as to grow stock vitality.

APPENDIX A

GRADING APPLICATION FORM

CITY OF HEMET
ENGINEERING DEPARTMENT
445 E. FLORIDA AVENUE
HEMET, CA 92545
(951) 765-2360

GRADING SUBMITTAL APPLICATION

Project Address/Zip	
Parcel No/APN	
Project Case #	
Project Name	
Tract/Parcel Map #	
Type of Grading	□Mass □Rough □Precise □Stockpile □Borrow
Yardage Amounts	Amount Cut Amount Fill
Amount Exported	Amount Imported
APN Number(s)	
Acreage	
Number of Lots	
Estimated Start Date	Estimated Completion
24 Hour Contact Info	

SUBMITTED DOCUMENTATION

Grading Plan-3 Sets	□Yes	□No
Erosion Control - 2 Sets	□Yes	□No
Hydrology/Hydraulics 2	□Yes	□No
Conditions of Approval	□Yes	□No
NOI/WDID #	□Yes	□No
WQMP	□Yes	□No
SWPPP (5+ Acres)	□Yes	□No

OWNER INFORMATION

NAME	
TITLE	
COMPANY	
STREET ADDRESS	State ZIP
CITY	
PHONE	
FAX	
E-MAIL ADDRESS	

ENGINEER INFORMATION			
NAME			
TITLE			
COMPANY			
STREET ADDRESS		State	ZIP
CITY			
PHONE			
FAX			
E-MAIL ADDRESS			
CONTRACTOR INFORMATION			
NAME			
TITLE			
COMPANY			
STREET ADDRESS		State	ZIP
CITY			
PHONE	( )		
FAX	( )		
E-MAIL ADDRESS			
CONTRACTOR LIC #		Expiration Date	
CITY BUSINESS LIC #		Expiration Date	
APPLICANT INFORMATION			
NAME			
TITLE			
COMPANY			
STREET ADDRESS		State	ZIP
CITY			
PHONE	( )		
FAX	( )		
EMAIL ADDRESS			
DEPOSIT AMOUNT	$		
PAYMENT TYPE	□ Check No.	□ Credit Card	□Cash
SIGNATURE			
TITLE			
DATE			
Revised 6/12/08			

CITY OF HEMET

GRADING AND EROSION CONTROL STANDARDS

APPENDIX B

SECURITY FORMS

Irrevocable Letter of Credit

Bond

[ISSUER'S LETTERHEAD]

IRREVOCABLE LETTER OF CREDIT

Issued by: **[*Name of Bank*]**
[*Name of Bank Contact*]

Address: _____
_____
_____

Tel: (____) _____ **Ext.** _____
Fax: (____) _____

Amount: **$**_____

Date of Issue _____

Initial Expiry Date: _____, _____ ***subject to extension**
Final Expiry Date: _____, _____

Assignor: [*Developer*]

Beneficiary: **City of Hemet**
Attn: City Engineer

Address: **510 E. Florida Avenue**
Hemet, California 92543

Tel: **(951) 765-2360**
Fax: **(951) 765-3878**

Re: **Irrevocable Letter of Credit**
as Improvement Security under Cal. Gov. Code § 66499 (a) (3)
[*name of project*].

This Letter of Credit in the amount of _____ Dollars ($_____.00) is issued pursuant to that _____[*type of agreement*]_____ (Improvement Agreement") dated _____, by and between _____[*developer*], ("Assignor") and the City of Hemet ("Beneficiary") relating to that certain project more commonly known as __[*name of project*]__. This Letter of Credit is issued by [*name of bank*] ("Bank"), a federally regulated

bank, savings and loan, or other financial institution, in favor of Beneficiary on the following terms:

1. This Letter of Credit is an irrevocable commitment of funds by Bank and is not subject to recall or offset by Bank.

2. Bank shall hold in a restricted account or in otherwise immediately available funds, pending appropriate demand being made hereon, the loan proceeds, cash deposits, or other funds securing this Letter of Credit.

3. This Letter of Credit shall remain valid for an initial period of [number] (__) years from the date of issue. Provided, however, the term of this Letter of Credit shall be automatically extended without amendment, at Assignor's sole expense, for an additional [*number*] (__) year period from the present and each future expiration date, unless Bank elects to not renew the Letter of Credit for such additional period. Bank shall deliver notice, if at all, in writing at least sixty (60) days prior to the expiration of the term, to Beneficiary by registered mail, return receipt requested, or hand delivery, at the address provided herein for City. Upon delivery of such notice of non renewal, Beneficiary may draw upon the entire remaining amount of this Letter of Credit at any time prior to the then current expiration date. However, in no event shall this Letter of Credit be extended beyond the Final Expiry Date of December 31, ____.

4. Upon Assignor's default of the Improvement Agreement and Assignor's failure to cure such default within the time provided in the Improvement Agreement, Beneficiary, or its designated agent for collection, shall be entitled to full or partial payment (as specified by Beneficiary) of the amount of this Letter of Credit with a draft for good and sufficient funds drawn on the issuing Bank named above by Beneficiary's presentation to bank of a certified copy of this Letter of Credit accompanied by a statement signed by Beneficiary or its designated agent that the funds are required for payment of said.

5. Beneficiary shall use amounts drawn under the Letter for the purpose of completing, constructing, reconstructing or redesigning the improvements, correcting or repairing defective or incomplete work on the improvements, or otherwise installing the improvements referred to in the Improvement Agreement.

6. Payment under this Letter of Credit is not restricted or conditioned in any way by any agreement between Assignor and Bank regarding additional security required by Bank or direct payments made by Assignor in lieu of draws under this Letter of Credit.

7. Beneficiary shall have no obligation to repay Bank or Assignor for funds disbursed or released in accordance with this Letter of Credit and the Improvement Agreement.

8. Funds advanced to Beneficiary under this Letter of Credit shall constitute funds advanced to Assignor by Bank and Assignor shall be liable and responsible for repayment of same to Bank.

9. This Letter of Credit sets forth in full the terms of Bank's undertaking and except for the Improvement Agreement between the Assignor and the Beneficiary, such undertaking shall not in any way be modified, amended or amplified by reference to any document, instrument or agreement referred to herein or in which this Letter of Credit is referred to, or to which this Letter of Credit relates; and any such reference shall not be deemed to incorporate herein by reference any document, instrument or agreement.

10. Demand for payment under this Letter of Credit shall be made directly to:

_____[*bank*]_____	with a copy to:_____[*developer*]_____
Attn: _____	Attn: _____
_____	_____
_____	_____

11. This Letter of Credit is issued in accordance with the International Standby Practices 1998, International Chamber of Commerce, Publication 590.

IN WITNESS WHEREOF, the parties hereto have executed this Letter of credit as follows:

I, __[*Name of Bank Contact*]__, hereby certify that:

(1) I am an officer of the financial institution referred to in this Letter as Bank; and

(2) I am authorized by Bank to make this irrevocable commitment of funds as described above.

_____

Name: _____ Date: _____

Title: _____

We, the undersigned, are the managing members of the party referred to in this Letter as Assignor and we, on behalf of Assignor, agree to all the terms and conditions of this Letter of Credit.

ASSIGNOR

[*name*], a [*state*] [*type of company*]

By:

_____

[*name*], [*title*]

ACCEPTED ON BEHALF OF

CITY OF HEMET

By:_____

[*Name*], City Manager

APPROVED AS TO FORM AND LEGAL CONTENT:

By:_____

[*Name*], City Attorney

CITY OF HEMET

GRADING PERMIT SURETY BOND

KNOW ALL MEN BY THESE PRESENTS: That _____, as Principal, and _____, a corporation organized and existing under the laws of the State of _____, and duly authorized to transact a surety business in the State of California, as Surety, are held and firmly bound unto the City of Hemet in the just and full sum of _____ DOLLARS, for the payment of which, well and truly to be made, said Principal and Surety bind themselves, their heirs, administrators, successors and assigns, jointly and severally, firmly by these presents.

THE CONDITION OF THE ABOVE OBLIGATION IS SUCH THAT,

WHEREAS, the said Principal above names is applicant under Grading Permit No. _____ ,of the City of Hemet, California, for grading, on the following described property: _____

NOW, THEREFORE, IT IS AGREED that if the Principal shall:

a. Comply with all the provisions of the City Grading and Excavation Code and other applicable laws and ordinances; and

b. Comply with all the terms and conditions of the permit to the satisfaction of the City Engineer; and

c. Complete all of the work contemplated under the said permit within the time limit specified in the permit, and any extension or extensions thereof; and

d. Reimburse the City for any work required by the permit that the City Engineer deems necessary to complete, correct or otherwise undertake for the public safety, because of failure on the part of Principal, then this obligation shall be null and void; otherwise it shall remain in full force and effect.

PROVIDED, HOWEVER, that the said Surety, for value received, hereby stipulates and agrees that no change, extension of time, alteration or modification of the permit or of the work to be performed there under shall in any way affect its obligation on this bond and it does hereby waive notice of any such change, extension of time, alteration or modification of the permit or of work to be performed there under, and

PROVIDED FURTHER, that in case suit is brought upon the bond by the City or any other person who may bring an action on this bond, a reasonable attorney's fees, to be fixed by the court, shall be paid by the Principal or Surety.

IN WITNESS WHEREOF, the said Principal and said Surety have caused these presents to be duly signed and sealed this _____ day of _____, 20___ .

_____ (*Attach acknowledgement*)
Principal

By_____ Surety (*Attach acknowledgement*)

By _____ (*Attach acknowledgement*)
Attorney-in-Fact
Address:

APPENDIX C

SETBACKS

Min. Setback From Adjacent Slope					
H (hgt) Feet	a	b	c	d	e
0 < 6	3'	7'	3'	5'	1'
6 - 14	5'	7'	H/2	H/2 5' min.	H/5
14 - 30	5'	H/2 10' max.	H/2	H/2 10' max.	H/5
+30	5'	10'	15'	10'	6'

TABLE A

H (hgt) Feet	Max Hw	Min Setback f
0 - 6	3'	3' min.
6 - 12	H/2	H/2
12 - 30	6'	H/2
+30	6'	15'

TABLE B

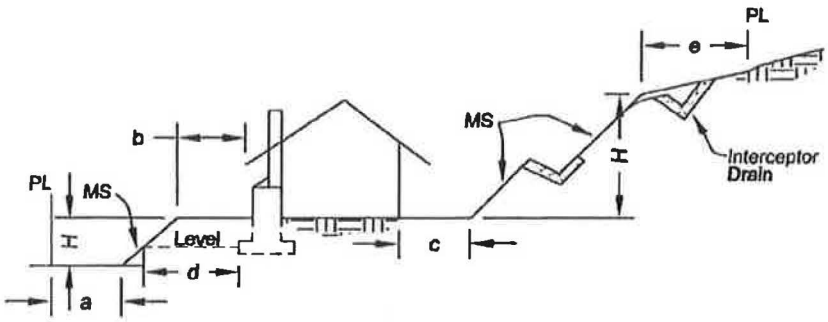


Fig. A

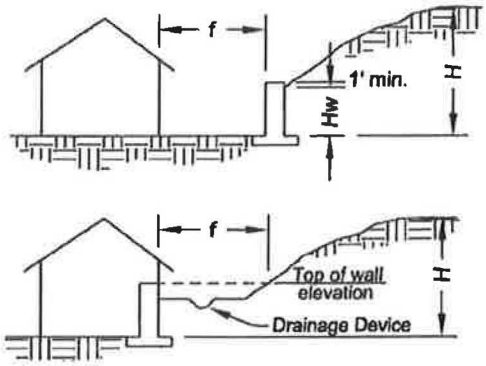


Fig. B

NOTES:

1. PL means property line. MS means manufactured slope.
2. Table A applies to MS, and 2:1 and steeper natural slopes. Setbacks from natural slopes flatter than 2:1 shall be approved by the City Engineer.
3. "b" : Distance from face of stucture to the top of slope.
4. "d" : Distance from the lower outside edge of the footing, along a horizontal line, to the face of the slope.
5. "b" may be reduced to 5ft (min.) if an approved drainage device is used. Roof gutter and downspots may be required.
6. If the slope between "a" and "b" levels is replaced by a retaining wall, "a" may be reduced to zero and "b" remains as shown on Table A.
7. "e" shall be increased for interceptor drains, as necessary.
8. "f" may be reduced if the slope is composed of sound rock and is recommended by the soils engineer/specialist and approved by the City Engineer.
9. The line of retaining walls to reduce setbacks shown in Fig. B shall be approved by the City Engineer.
10. Setbacks and retaining wall heights shall also comply with current zoning regulations.

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

GRADING & EROSION CONTROL STANDARDS

APPENDIX C
SETBACKS

AGENDA # 12

Staff Report

TO: Honorable Mayor and Members of the Hemet City Council

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

DATE: June 11, 2013

RE: Approve and Authorize the City Manager to Execute a Consultant Service Agreement with RBF Consulting for the Development of the Master Drainage Plan for the West Side (MDP-West) of the City of Hemet.

RECOMMENDED ACTION:
Staff respectfully recommends that the City Council:

a. Approves a consultant service agreement with RBF Consulting (RBF) in the amount of, not to exceed, $308,054 and establish budget in Fund 326-5592-2710, and

b. Authorize the City Manager to execute a consultant service agreement with RBF for the Development of the Master Drainage Plan for the West Side (MDP-West).

BACKGROUND:
The City of Hemet issued a Request for Proposal (RFP), in October 2012, for the preparation of the MDP-West. Six qualified engineering firms responded to the RFP, in November 2012, and after an evaluation by both Planning and Engineering Departments, four of them were shortlisted for an oral interview. After completion of the interviews, in March 2013, the panel composed by the Community Development Director, the Engineering Director and the City Planner, determined that RBF Consulting was the firm that most closely matched the City needs for this study.

The study area consists of two zones, as follows:

Zone A – Area west of Warren Road to the westerly Sphere of Influence limit, and
Zone B – Area between the Sphere of Influence and the future Planning Area

The proposal submitted by RBF totals $421,847 for both zones. Because Zone B is currently within the unincorporated area of the County of Riverside, Riverside County Flood and Water Conservation District has agreed to fund the cost for the preparation of the study for such area. Therefore the City of Hemet will be responsible for $308,054 (Zone A), and Riverside County Flood and Water Conservation District will fund $113,793 (Zone B), for a combined total cost of $421,847.

PROJECT DESCRIPTION:
The project consists of the development of a the Master Drainage Plan for an are not covered by the current City's Master Flood Control and Drainage Plan, adopted in 1984. This new addition will include areas on the West side of the City, approximately from Warren Road to the westerly Sphere of Influence limit.

Also included in the study will be an area west of the Sphere of Influence's boundary and the proposed Planning Area limits, as shown in the adopted General Plan.

ANALYSIS
This project will develop a drainage plan for an area where the City expects to have the most growth for all types of land uses, including business park, industrial, commercial and residential, as defined in the City's General Plan.

This study will determine the necessary drainage infrastructure to provide flood protection for the study area, and a cost analysis that will facilitate the addition of these improvements into the City's Development Impact Fee (DIF) program. The DIF program may need a revision to incorporate new improvements and to update costs for the infrastructure yet to be built.

CONSISTENCY WITH ADOPTED GOALS, PLANS, AND PROGRAMS:
The project is consistent with the adopted City's Master Flood Control and Drainage Plan, and General Plan.

FISCAL IMPACT:
No General Fund Impact. There exist adequate funds in the Development Impact Fee Storm Drain Fund to cover this project.

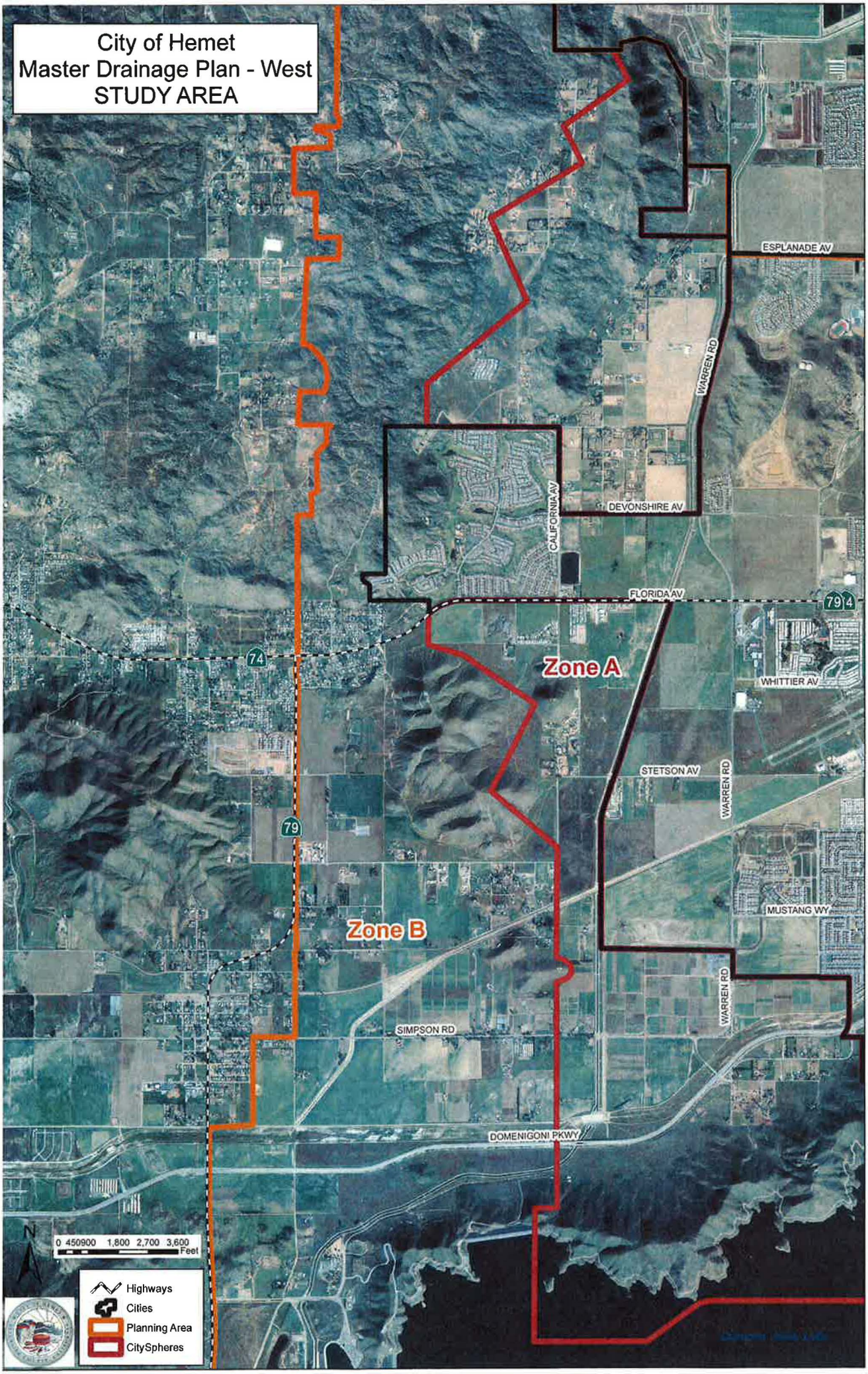
Respectfully submitted,

Jorge Biagioni
Director of Engineering/City Engineer

Fiscal Review,

Rita Conrad
Finance Director

Attachment(s): Consultant Service Agreement
Study Area Map


City of Hemet
Master Drainage Plan - West
STUDY AREA
ESPLANADE AV
WARREN RD
CALIFORNIA AV
DEVONSHIRE AV
FLORIDA AV
79
74
Zone A
WHITTIER AV
STETSON AV
WARREN RD
79
MUSTANG WY
Zone B
WARREN RD
SIMPSON RD
DOMENIGONI PKWY
N
0 450900 1,800 2,700 3,600
Feet
Highways
Cities
Planning Area
CitySpheres

CONSULTANT SERVICES AGREEMENT

TO PROVIDE
PROFESSIONAL ENGINEERING SERVICES
FOR THE PREPARATION OF THE CITY'S
WEST SIDE MASTER DRAINAGE PLAN

By and Between

THE CITY OF HEMET,
a municipal corporation

and

RBF CONSULTING, a Michael Baker Company,
a California corporation

June 11, 2013

RIV #4845-5608-0393 v1

AGREEMENT FOR CONSULTANT SERVICES
BETWEEN
THE CITY OF HEMET, CALIFORNIA
AND
RBF CONSULTING

This Agreement for Consultant Services ("Agreement") is entered into as of this 11th day of June, 2013 by and between the City of HEMET, a municipal corporation ("City") and RBF CONSULTING, a Michael Baker Company, a California corporation ("Consultant"). City and Consultant are sometimes hereinafter individually referred to as "Party" and hereinafter collectively referred to as the "Parties."

RECITALS

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

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

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

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

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

OPERATIVE PROVISIONS

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

SECTION 1. TERM OF AGREEMENT.

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

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

SECTION 2. SCOPE OF SERVICES.

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

SECTION 3. ADDITIONAL SERVICES.

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

SECTION 4. COMPENSATION AND METHOD OF PAYMENT.

(a) Subject to any limitations set forth in this Agreement, City agrees to pay Consultant the amounts specified in Exhibit "B" "Compensation," which is incorporated herein by this reference. The total compensation, including reimbursement for actual expenses, shall not exceed **Four Hundred Twenty One Thousand, Eight Hundred and Forty Seven dollars ($421,847.00)**, unless additional compensation is approved in writing by the City Council or City Manager.

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

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

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

SECTION 5. INSPECTION AND FINAL ACCEPTANCE.

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

SECTION 6. OWNERSHIP OF DOCUMENTS.

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

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

SECTION 7. CONSULTANT'S BOOKS AND RECORDS.

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

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

records shall be made available at Consultant's address indicated for receipt of notices in this Agreement.

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

SECTION 8. STATUS OF CONSULTANT.

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

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

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

SECTION 9. STANDARD OF PERFORMANCE.

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

If and to the extent that City utilizes for any purpose not related to this Agreement any maps, models, designs, drawings, photographs, studies, surveys, reports, data, notes, computer

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

SECTION 10. COMPLIANCE WITH APPLICABLE LAWS; PERMITS AND LICENSES.

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

SECTION 11. PREVAILING WAGE LAWS.

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

SECTION 12. NONDISCRIMINATION.

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

SECTION 13. UNAUTHORIZED ALIENS.

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

SECTION 14. CONFLICTS OF INTEREST.

(a) Consultant covenants that neither it, nor any officer or principal of its firm, has or shall acquire any interest, directly or indirectly, which would conflict in any manner with the interests of City or which would in any way hinder Consultant's performance of services under

this Agreement. Consultant further covenants that in the performance of this Agreement, no person having any such interest shall be employed by it as an officer, employee, agent or subcontractor without the express written consent of the City Manager. Consultant agrees to at all times avoid conflicts of interest or the appearance of any conflicts of interest with the interests of City in the performance of this Agreement.

(b) City understands and acknowledges that Consultant is, as of the date of execution of this Agreement, independently involved in the performance of non-related services for other governmental agencies and private parties. Consultant is unaware of any stated position of City relative to such projects. Any future position of City on such projects shall not be considered a conflict of interest for purposes of this section.

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

SECTION 15. CONFIDENTIAL INFORMATION; RELEASE OF INFORMATION.

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

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

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

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

SECTION 16. INDEMNIFICATION.

(a) Indemnification by Design Professional. As provided under Civil Code Section 2782.8, Consultant shall indemnify, protect, defend and hold harmless City and any and all of its officials, employees and agents ("Indemnified Parties") from and against any and all claims. actions and proceedings (whether at law or equity, administrative or judicial), demands, orders, judgments, losses, liabilities, damages, costs and expenses, including attorney's fees and costs, (collectively "Claims") to the extent same arise out of, pertain to, or relate to the negligence, recklessness, or willful misconduct of the Consultant, its officers, agents, employees or sub-consultants (or any entity or individual that Consultant shall bear the legal liability thereof) in the performance of professional services under this Agreement, with the understanding that in the event Claims are found by the trier of fact to have been caused by the joint or concurrent negligence of the City and its contractors and consultants, and Consultant, damages and expenses from both indemnity and duty to defend obligations shall be borne by each party in proportion to its negligence.

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

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

SECTION 17. INSURANCE.

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

SECTION 18. ASSIGNMENT.

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

Agreement without the prior written consent of the City Council. Any attempted assignment shall be ineffective, null and void, and shall constitute a material breach of this Agreement entitling City to any and all remedies at law or in equity, including summary termination of this Agreement. City acknowledges, however, that Consultant, in the performance of its duties pursuant to this Agreement, may utilize subcontractors.

SECTION 19. CONTINUITY OF PERSONNEL.

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

SECTION 20. TERMINATION OF AGREEMENT.

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

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

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

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

SECTION 21. DEFAULT.

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

SECTION 22. EXCUSABLE DELAYS.

Consultant shall not be liable for damages, including liquidated damages, if any, caused by delay in performance or failure to perform due to causes beyond the control of Consultant. Such causes include, but are not limited to, acts of God, acts of the public enemy, acts of federal, state or local governments, acts of City, court orders, fires, floods, epidemics, strikes, embargoes, and unusually severe weather. The term and price of this Agreement shall be equitably adjusted for any delays due to such causes.

SECTION 23. COOPERATION BY CITY.

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

SECTION 24. NOTICES.

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

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

To Consultant: RBF Consulting
40810 County Center Drive, Suite 100
Temecula, CA 92591-6022
(951) 676-8042

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

SECTION 25. AUTHORITY TO EXECUTE.

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

SECTION 26. ADMINISTRATION AND IMPLEMENTATION.

This Agreement shall be administered and executed by the City Manager or his or her designated representative, following approval of this Agreement by the City Council. The City Manager shall have the authority to issue interpretations and to make minor amendments to this

Agreement on behalf of the City so long as such actions do not materially change the Agreement or make a commitment of additional funds of the City. All other changes, modifications, and amendments shall require the prior approval of the City Council.

SECTION 27. BINDING EFFECT.

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

SECTION 28. MODIFICATION OF AGREEMENT.

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

SECTION 29. WAIVER.

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

SECTION 30. LAW TO GOVERN; VENUE.

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

SECTION 31. ATTORNEYS FEES, COSTS AND EXPENSES.

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

SECTION 32. ENTIRE AGREEMENT.

This Agreement, including the attached Exhibits "A" through "C", is the entire, complete, final and exclusive expression of the parties with respect to the matters addressed therein and supersedes all other Agreements or understandings, whether oral or written, or entered into between Consultant and City prior to the execution of this Agreement. No statements, representations or other Agreements, whether oral or written, made by any party which are not

embodied herein shall be valid and binding. No amendment to this Agreement shall be valid and binding unless in writing duly executed by the parties or their authorized representatives.

SECTION 33. SEVERABILITY.

If any term, condition or covenant of this Agreement is declared or determined by any court of competent jurisdiction to be invalid, void or unenforceable, the remaining provisions of this Agreement shall not be affected thereby and the Agreement shall be read and construed without the invalid, void or unenforceable provision(s).

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

CITY OF HEMET

By:_____
Ronald E. Bradley
Interim City Manager

ATTEST:

_____
Sarah McComas
City Clerk

APPROVED AS TO FORM

By:_____
Eric S. Vail
City Attorney

RBF CONSULTING, a Michael Baker Company

By: _____
Michael A. Tylman
Senior Vice President

By: _____
John D. Tanner
Vice President

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

CALIFORNIA ALL-PURPOSE ACKNOWLEDGMENT

STATE OF CALIFORNIA

COUNTY OF

On _____, 2013 before me, _____ a Notary Public, personally appeared _____, who proved to me on the basis of satisfactory evidence to be the person(s) whose names(s) is/are subscribed to the within instrument and acknowledged to me that he/she/they executed the same in his/her/their authorized capacity(ies), and that by his/her/their signature(s) on the instrument the person(s), or the entity upon behalf of which the person(s) acted, executed the instrument.

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

WITNESS my hand and official seal.

Signature: _____

OPTIONAL

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

CAPACITY CLAIMED BY SIGNER

- ☐ INDIVIDUAL
- ☐ CORPORATE OFFICER

_____
TITLE(S)

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

_____

DESCRIPTION OF ATTACHED DOCUMENT

_____
TITLE OR TYPE OF DOCUMENT

_____
NUMBER OF PAGES

_____
DATE OF DOCUMENT

_____
SIGNER(S) OTHER THAN NAMED ABOVE

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

_____

_____

CALIFORNIA ALL-PURPOSE ACKNOWLEDGMENT

STATE OF CALIFORNIA

COUNTY OF

On _____, 2013 before me, _____ a Notary Public, personally appeared _____, who proved to me on the basis of satisfactory evidence to be the person(s) whose names(s) is/are subscribed to the within instrument and acknowledged to me that he/she/they executed the same in his/her/their authorized capacity(ies), and that by his/her/their signature(s) on the instrument the person(s), or the entity upon behalf of which the person(s) acted, executed the instrument.

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

WITNESS my hand and official seal.

Signature: _____

OPTIONAL

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

CAPACITY CLAIMED BY SIGNER

☐ INDIVIDUAL
☐ CORPORATE OFFICER

_____
TITLE(S)

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

_____

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

_____

_____

DESCRIPTION OF ATTACHED DOCUMENT

_____
TITLE OR TYPE OF DOCUMENT

_____
NUMBER OF PAGES

_____
DATE OF DOCUMENT

_____
SIGNER(S) OTHER THAN NAMED ABOVE

EXHIBIT "A"

CITY OF HEMET - WEST SIDE MASTER DRAINAGE PLAN

SCOPE OF SERVICES

I. Consultant will perform the following Services:

A.

B.

C.

D.

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

A.

B.

C.

D.

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

A.

B.

C.

D.

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

A.

B.

C.

D.

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

A.

B.

C.

D.

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

A.

B.

C.

D.

VII. AMENDMENT

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

EXHIBIT "B"

CITY OF HEMET - WEST SIDE MASTER DRAINAGE PLAN

COMPENSATION

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

A. ___[job]_____ ___[hourly rate]_____

B. ___[job]_____ ___[hourly rate]_____

C. ___[job]_____ ___[hourly rate]_____

D. ___[job]_____ ___[hourly rate]_____

E. ___[job]_____ ___[hourly rate]_____

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

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

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

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

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

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

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

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

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

EXHIBIT "C"

CITY OF HEMET - WEST SIDE MASTER DRAINAGE PLAN

INSURANCE

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

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

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

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

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

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

2. Any deductibles or self-insured retentions must be declared to and approved by City. At the option of City, either the insurer shall reduce or eliminate such

deductibles or self-insured retentions as respects City or its respective elected or appointed officers, officials, employees and volunteers or the Consultant shall procure a bond guaranteeing payment of losses and related investigations, claim administration, defense expenses and claims.

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

AGENDA # 13

Staff Report

TO: Honorable Mayor and Members of the Hemet City Council

FROM: Joseph Morris, Fire Chief; Ronald Bradley, Interim City Manager

DATE: June 11, 2013

RE: Service Partnership with Air Methods Transportation (Mercy Air)

RECOMMENDED ACTION:

Staff respectfully requests that the City Council authorize the City Manager to sign the Second Amendment to Lease Agreement with Air Methods Transportation (Mercy Air) for the usage of a portion of the facilities and grounds at 1035 W Cawston Avenue, Fire Station #4, for air medical transport services.

BACKGROUND:

- The Hemet Fire Department is one of the busiest "per capita" fire departments in the country. Upwards of 85% of the annual responses are for medical and trauma related emergencies requiring paramedic and transport services. It is estimated that 5% of these responses would benefit from transport via an air ambulance.

PROJECT DESCRIPTION:

- Extend the current Lease Agreement with Air Methods Transportation for use of a portion of the facilities located at 1035 W. Cawston Avenue.
- Provide the citizens of Hemet with a vastly improved ambulance response time, resulting in saved lives.

CONSISTENCY WITH ADOPTED GOALS, PLANS, AND PROGRAMS:

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

FISCAL IMPACT:

- This arrangement would result in a positive cash flow ($45,000.00 per year), and improved air transport service response times for the citizens of Hemet.

Respectfully submitted,

Joseph Morris
Fire Chief

Fiscal Review:

Rita Conrad
Finance Director

Attachment(s): Lease agreement

SECOND AMENDMENT TO AGREEMENT FOR AIR MEDICAL TRANSPORT SERVICES

by and between

the

CITY OF HEMET

and

AIR METHODS CORPORATION

Dated April 1, 2013

SECOND AMENDMENT TO LEASE OF PUBLIC FIRE STATION AND AGREEMENT FOR AIR MEDICAL TRANSPORT SERVICES

This Second Amendment to Lease for Air Medical Transport Services ("Second Amendment"), which is dated for reference as indicated on the cover page, is hereby entered into by and between the CITY OF HEMET, a California general law city ("Landlord"), and AIR METHODS, a California Corporation ("Tenant"), as follows:

RECITALS

A. Landlord and Tenant entered into a Lease Agreement for air medical transport service on May 1, 2010 ("Agreement"). Under this Agreement, Air Methods is to provide an air medical helicopter and crew within the City of Hemet. Landlord will lease Property to Tenant to domicile its crew and to operate its helicopter.

B. The Term of Lease is for two (2) years. The initial term ended on April 30, 2012. The term may be extended by the mutual agreement of the parties memorialized in writing.

C. The First Amendment extended the term through April 30, 2013.

D. This Second Amendment formally amends and extends this Agreement.

OPERATIVE PROVISIONS

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

1. **AMENDMENT. The Agreement is hereby modified and amended as follows:**

   1.1 **Extension of Term**. Landlord and Tenant agree to extend the Term of the Lease Agreement defined in Section "2. Term and Termination" of the Agreement, to April 30, 2014, pursuant to Section "4.0 Option to Extend Agreement" of the Agreement.

   1.2 **No Change to Rent**. There shall be no change in the amount of rent which is $3,750 per month.

2. **GENERAL PROVISIONS.**

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

   2.2 **Integration**. This Second Amendment consists of pages 1 through 3 inclusive, which constitute the entire understanding and agreement of the parties and supersedes all negotiations or previous agreements between the

parties with respect to all or any part of the transaction discussed in this Second Amendment.

2.3 **Effective Date**. This Second Amendment shall not become effective until the date it has been formally approved by the Landlord and executed by the appropriate authorities of the Landlord and Tenant.

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

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

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

CITY OF HEMET

By: _____
Ron Bradley, Interim City Manager

ATTEST:

By: _____ _____
Sarah McComas, City Clerk

APPROVED AS TO FORM:

By: _____
Eric S. Vail, City Attorney

AIR METHODS CORPORATION

By: _____

Name: Kevin Stanhope

Title: RVP

AIR METHODS CORPORATION

By: _____

Name: Trent J Carman

Title: CFO

LA #4824-7673-3440 v1

CALIFORNIA ALL-PURPOSE ACKNOWLEDGMENT

STATE OF CALIFORNIA

COUNTY OF SAN DIEGO

On MAY 2, 2013 before me, M. KLUSMAN NOTARY, personally appeared KEVIN SCANLON, proved to me on the basis of satisfactory evidence to be the person(~~s~~) whose names(~~s~~) is/~~are~~ subscribed to the within instrument and acknowledged to me that he/~~she/they~~ executed the same in his/~~her/their~~ authorized capacity(~~ies~~), and that by his/~~her/their~~ signature(~~s~~) on the instrument the person(~~s~~), or the entity upon behalf of which the person(~~s~~) acted, executed the instrument.

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

WITNESS my hand and official seal.

Signature: _____

BCT3 M. KLUSMAN COMM...1971984 NOTARY PUBLIC-CALIFORNIA SAN DIEGO COUNTY My Term Exp. April 11, 2016 BCT3

OPTIONAL

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

CAPACITY CLAIMED BY SIGNER

- ☐ INDIVIDUAL
- ☐ CORPORATE OFFICER

_____
TITLE(S)

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

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

_____

_____

DESCRIPTION OF ATTACHED DOCUMENT

_____
TITLE OR TYPE OF DOCUMENT

_____
NUMBER OF PAGES

_____
DATE OF DOCUMENT

_____
SIGNER(S) OTHER THAN NAMED ABOVE

STATE OF COLORADO)
) SS
COUNTY OF ARAPAHOE)

The foregoing instrument was acknowledged and signed before me this **30th day of May, 2013** by **Trent Carman**, Chief Financial Officer of Air Methods Corporation a Delaware corporation, on behalf of the corporation.

Witness my hand and official seal.

Notary

RANDI DIXON
NOTARY PUBLIC
STATE OF COLORADO
My Commission Expires 08/09/2015

AGENDA # 14

Staff Report

TO: Honorable Mayor and Members of the Hemet City Council

FROM: Joseph Morris, Fire Chief; Ronald Bradley, Interim City Manager

DATE: June 11, 2013

RE: Temporary lease of a Public Fire Station to American Medical Response.

RECOMMENDED ACTION:

Staff respectfully requests that the City Council authorize the City Manger to sign the First Amendment to Lease Agreement with American Medical Response (AMR) for the usage of Hemet Fire Station No. 5, located at 120 N. Hemet Street, Hemet, California, for Emergency Medical Response and Medical Transport Crew.

BACKGROUND:

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

PROJECT DESCRIPTION:

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

CONSISTENCY WITH ADOPTED GOALS, PLANS, AND PROGRAMS:

- Beginning in May of 2010 the City of Hemet, Fire department began leasing the Fire Station located on 120 N. Hemet St., to American Medical Response to provide emergency medical response and medical transport crew and related equipment within the City for the citizens of Hemet. This agreement has provided income to the City of Hemet and emergency life-saving services.

FISCAL IMPACT:

- This arrangement would result in a positive cash flow ($1,800.00 per year), and improved ambulance response times for the citizens of Hemet.

.

Respectfully submitted,

Joseph Morris
Fire Chief

Fiscal Review:

Rita Conrad
Finance Director

Attachment(s): Lease agreement

FIRST AMENDMENT TO AGREEMENT FOR EMERGENCY MEDICAL RESPONSE AND MEDICAL TRANSPORT CREW

by and between the

CITY OF HEMET

and

AMERICAN MEDICAL RESPONSE

Dated May 8, 2013

FIRST AMENDMENT TO LEASE PUBLIC FIRE STATION AND AGREEMENT FOR EMERGENCY MEDICAL RESPONSE AND MEDICAL TRANSPORT CREW

This First Amendment to Lease Public Fire Station ("First Amendment") and Agreement for Emergency Medical Response and Medical Transport Crew. which is dated for reference as indicated on the cover page, is hereby entered into by and between the CITY OF HEMET, a California general law city ("Landlord"), and AMERICAN MEDICAL RESPONSE, a California Corporation ("Tenant"), as follows:

RECITALS

A. Landlord and Tenant entered into a Lease Agreement for operation of an emergency medical response and medical transport crew and related equipment within the City of Hemet, on May 8, 2012 ("Agreement"). Under this Agreement, American Medical Response is to provide emergency medical services in cooperation and coordinate with the City of Hemet Fire Department within the City of Hemet.

B. The initial term ended on October 23, 2012. The term may be extended by the mutual agreement of the parties memorialized in writing.

C. This First Amendment formally amends and extends this Agreement.

OPERATIVE PROVISIONS

NOW, THEREFORE, in consideration of the promises made and recited herein, the parties do hereby enter into this First Amendment, which modifies and amends the Agreement as follows:

1. **AMENDMENT. The Agreement is hereby modified and amended as follows:**

1.1 **Extension of Term**. Landlord and Tenant agree to extend the Term of the Lease Agreement defined in Section "2. Term and Termination" of the Agreement, to June 30, 2014.

1.2 **No Change to Rent**. There shall be no change in the amount of rent.

2. **GENERAL PROVISIONS.**

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

2.2 **Integration**. This First Amendment consists of pages 1 through 3 inclusive, which constitute the entire understanding and agreement of the

parties and supersedes all negotiations or previous agreements between the parties with respect to all or any part of the transaction discussed in this First Amendment.

2.3 **Effective Date**. This First Amendment shall not become effective until the date it has been formally approved by the Landlord and executed by the appropriate authorities of the Landlord and Tenant.

2.4 **Applicable Law**. The laws of the State of California shall govern the interpretation and enforcement of this First Amendment.

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

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

CITY OF HEMET

By:_____
Ron Bradley, Interim City Manager

ATTEST:

By: _____
Sarah McComas, City Clerk

APPROVED AS TO FORM:

By: _____
Eric S. Vail, City Attorney

AMERICAN MEDICAL RESPONSE

By:_____

Name:_____

Title: _____

AMERICAN MEDICAL RESPONSE

By:_____

Name: _____

Title: _____

CALIFORNIA ALL-PURPOSE ACKNOWLEDGMENT

STATE OF CALIFORNIA

COUNTY OF

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

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

WITNESS my hand and official seal.

Signature: _____

OPTIONAL

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

CAPACITY CLAIMED BY SIGNER

☐ INDIVIDUAL
☐ CORPORATE OFFICER

_____
TITLE(S)

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

_____

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

_____

_____

DESCRIPTION OF ATTACHED DOCUMENT

_____
TITLE OR TYPE OF DOCUMENT

_____
NUMBER OF PAGES

_____
DATE OF DOCUMENT

_____
SIGNER(S) OTHER THAN NAMED ABOVE

AGENDA # 15

Staff Report

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

FROM: **Kris Jensen, Public Works Director**
Ronald Bradley, Interim City Manager

DATE: **June 11, 2013**

RE: **Park Commission Recommendations of April 29, 2013 and May 20, 2013**

Park Commission Recommendations of April 29, 2013

1. **Tree Removal Request: 2751 Alne Dr.**
   Camphor (1) - *(Mr. Kilcrease)*
   Reason for Request: Resident is requesting removal of this City tree due to the location of the tree impeding upon his ability to extend the driveway and the amount of debris drop. City staff visited the site and observed a healthy tree.
   Recommendation: Approve removal request; Property owner to plant a 15 gallon replacement Camphor tree at another location on the property.

Park Commission Recommendations of May 20, 2013

2. **Tree Removal Request: 1291 Jasmine Wy.**
   Magnolia (1) - *(Ms. Roberson)*
   Reason for Request: Resident is requesting removal of this City tree due to concerns with the amount of debris drop. City staff visited the site and observed some dead limbs, but with a trim and proper care the tree will look and become healthy once again
   Recommendation: Deny removal request; Schedule tree for trim.

3. **Tree Removal Request: 835 De Leon Ct.**
   Sycamore (1) - *(Ms. Valdez)*
   Reason for Request: Resident is requesting removal of this City tree due to concerns with the size of the surface roots and damage being done to surrounding concrete. City staff visited the site and observed several surface roots and the surrounding concrete sidewalk had been marked in preparation for repair. The tree was planted in close proximity to the underground utility lines.
   Recommendation: Approve removal request; Replace with a Crape Myrtle in another location on the property away from the underground utility lines.

Fiscal Impact: No additional general fund impact. Costs for work performed will be absorbed in existing operating budgets.

Respectfully Submitted,

Melissa Jensen
Administrative Assistant

AGENDA # 16

Staff Report

TO: Honorable Mayor and Members of the Hemet City Council

FROM: David Brown, Chief of Police; Ronald Bradley, Interim City Manager

DATE: June 11, 2013

RE: 2013 Federal Justice Assistance Grant (JAG) Information Access Project

RECOMMENDED ACTION:

That the City Council accept the 2013 Edward Byrne Memorial Justice Assistance Grant (JAG) Program – Local Solicitation in the amount of $28,014.

BACKGROUND:

The Edward Byrne Memorial Justice Assistance Grant (JAG) Program is the primary provider of federal criminal justice funding to state and local jurisdictions. The Federal Justice Assistance Grant allows states, tribes, and local governments to support a broad range of activities to prevent and control crime based on their own local needs and conditions.

PROJECT DESCRIPTION:

This grant will allow the Police Department to upgrade its access to CAD MDB data and the remote surveillance system already in place. The grant funds will afford the purchase of 3 iPADs and 6 Toughbook Mobile Data Browsers (MDBs).

ANALYSIS:

The Edward Byrne Justice Assistance Grant (JAG) Program – Local Solicitation is a one time grant award that requires no local match funds. The Police Department has determined that the most appropriate use of this grant is to purchase 3 iPADs and 6 Toughbook MDBs. The devices will be used by the Department for access to CAD MDB data and the remote surveillance system.

COORDINATION & REVIEW:

This will serve as public notice and allow the public to comment on the JAG Grant.

Coordination will be needed with the IT Department for set-up of the new devices as well as the Finance Department to establish an expenditure account.

CONSISTENCY WITH ADOPTED GOALS, PLANS, AND PROGRAMS:

By continuing to update access to the available informational data, the Department is employing best practices and cutting-edge technologies as listed in its Vision Statement.

The benefit of this project is to enhance the Department's access to information effectively and efficiently.

FISCAL IMPACT:

No local match is required.

It has been determined that Hemet and twelve other cities in the area have been certified as disparate so the Riverside County Sheriff's Department agreed to be the Fiscal Agent and will be submitting the joint application for all thirteen jurisdictions. A disparate allocation occurs when multiple cities or municipalities are collectively allocated four times (400 percent) more than the county, and the county bears more than 50 percent of the collective costs associated with prosecution or incarceration of each municipality's Part 1 violent crimes.

It was agreed upon by all of the cities that the FA would receive ten percent of the award for administering the grant which is allowed under the JAG guidelines. A MOU regarding the FA agreement is attached and should be submitted to Riverside County Sheriff's Department.

With ten percent less funds available, there will be an additional cost of approximately $513 to cover the full purchase of the iPADs and MDBs. This additional amount will be paid out of the State COPS fund so there is no impact to the General Fund.

Respectfully submitted,	Approved as to form:	Fiscal Review:
David Brown Chief of Police	Eric S. Vail City Attorney	Rita Conrad Deputy City Manager/ Administrative Services

Attachment(s): JAG application
HPD Vision Statement
Fiscal Agent MOU

CITY OF HEMET
POLICE DEPARTMENT
JAG FY 2013

Program Narrative:

The City of Hemet will utilize the 2013 Justice Assistance Grant (Local Solicitation) to upgrade our access to CAD MDB data and our remote surveillance system. The funds allocated will allow us to purchase 3 iPADs and 6 Toughbook mobile data browsers (MDBs). In law enforcement, access to information is of the utmost importance. With crime, population, and calls for service continuing to increase and available funds decreasing, the Department needs to make sure that we can continue to have the needed information in a timely manner.

The ultimate goal is to allow Department Management to have immediate access to our CAD MDB data and remote access to our recently updated surveillance camera system. The JAG funds will allow the Department to meet this goal.

CITY OF HEMET
POLICE DEPARTMENT
JAG FY 2013

Budget Narrative:

The City of Hemet FY2013 JAG (Local Solicitation) award in the amount of $28,014 will be used to upgrade the Police Department's access to CAD MDB data and our remote surveillance system. This allocation will allow the Department to purchase 3 iPADs and 6 Toughbook mobile data browsers. The purchase of the iPADs and MDBs falls under the JAG Communications and Computer software/hardware Project Identifiers.

The total cost of the Information Access Project including Fiscal Agent Administrative Costs will exceed the FY2013 JAG award by $513. Other Department funds will be used to pay for the excess amount.

Approximate Project Costs

Administrative cost to Fiscal Agent	$ 2,801
iPADs ($630 each)	$ 1,890
Toughbooks ($3,655 each)	$21,930
Sales Tax	$ 1,906
TOTAL COST	**$28,527**

FY2013 JAG LAW ENFORCEMENT GRANT
City of Hemet

Budget Detail Worksheet

A. Personnel

Name/Position	Agency	Computation	Cost
		Total Personnel	$0

B. Fringe Benefits

Name/Position	Agency	Computation	Cost
		Total Fringe Benefits	$0

C. Travel

Description	Agency	Computation	Cost
		Total Travel	$0

D. Equipment

Description	Agency	Computation	Cost
3 iPADs	Hemet PD	$630 (x 3)	$1,890
6 Toughbook MDBs		$3,655 (x 6)	$21,930
Sales Tax (8%)		1,906	$1,906
		Total Equipment	$25,726

E. Supplies

Description	Agency	Computation	Cost
		Total Supplies	$0

F. Consultants/Contracts

Description	Agency	Computation	Cost
		Total Consultants/Contracts	$0

G. Other

Description	Agency	Computation	Cost
Fiscal Agent Admin Funds	County of Riverside (Sheriff's Department)	10% of $28,014	$2,801
		Total Other	$2,801

Budget Summary

A. Personnel		$0
B. Fringe Benefits		$0
C. Travel		$0
D. Equipment		$25,726
E. Supplies		$0
F. Consultants/Contracts		$0
G. Other (FA Admin Funds)		$2,801
	Total Project Costs	$28,527
Excess amt to be paid with other HPD funds		513
	Agency Allocation	$28,014

Hemet Police Department

VISION – MISSION & KEY GOALS

David M. Brown, Chief of Police
April 2012

The Hemet Police Department exists to provide superior service and protection to the citizens, merchants and visitors of Hemet. We are committed to fulfilling this vision by:

- Engaging them as active co-producers of public safety in meeting and exceeding their expectations
- Constantly and successfully adapting to changing economic, environmental and cultural conditions
- Employing best practices and cutting-edge technologies
- Attracting, preparing and retaining professional, respectful and honorable employees and volunteers who are committed to working together to make Hemet a great place to live, work and play

INTERLOCAL AGREEMENT
BETWEEN THE CITIES OF BANNING, CATHEDRAL CITY, COACHELLA, CORONA, DESERT HOT SPRINGS, HEMET, INDIO, LA QUINTA, MORENO VALLEY, PALM SPRINGS, PERRIS, THE CITY OF RIVERSIDE AND
THE COUNTY OF RIVERSIDE, CA

CONCERNING DISTRIBUTION OF THE
2013 JUSTICE ASSISTANCE GRANT AWARD

This Agreement is made and entered into this 5 day of June ,2013, by and between THE COUNTY OF RIVERSIDE, acting by and through its governing body, the Riverside County Board of Supervisors (hereinafter referred to as "COUNTY"), and named CITIES (hereinafter referred to as "CITIES"), acting by and through their respective governing bodies, the City Councils, all of whom are situated within the County of Riverside, State of California, as follows:

WHEREAS, each governing body, in performing governmental functions or in paying for the performance of governmental functions hereunder, shall make that performance or those payments from current revenues legally available to that party; and

WHEREAS, each governing body finds that the performance of this Agreement is in the best interests of all parties, that the undertaking will benefit the public, and that the division of costs fairly compensates the performing party for the services or functions under this Agreement; and

WHEREAS, the COUNTY agrees to release to CITIES their respective grant allocation from the JAG Award, less ten percent (10%) re-allocated to COUNTY, as reflected on Appendix 1 here attached and hereby incorporated by reference as part of this agreement, on a reimbursement basis; and COUNTY agrees to provide the administration of COUNTY's and CITIES' programs during the entire permissible duration of said programs; and additionally the COUNTY and CITIES each agree that it is their responsibility to ensure these funds are expended in accordance with JAG guidelines; and

WHEREAS, the COUNTY and CITIES believe it to be in their best interests to reallocate the JAG funds,

NOW THEREFORE, the COUNTY and CITIES agree as follows:

Section 1.

COUNTY agrees to release to CITIES up to their respective grant allocation from the JAG Award, less ten percent (10%) re-allocated to COUNTY, as reflected in Appendix 1 here attached and hereby incorporated by reference as part of this Agreement, on a reimbursement basis, from the JAG Award within (45) days upon receipt of fully documented reimbursement request, and; COUNTY agrees to provide the administration of COUNTY's and CITIES' programs during the entire permissible duration of said programs.

Section 2.

COUNTY and CITIES each agree that it is their responsibility to ensure these funds are expended in accordance with JAG guidelines.

Section 3.

CITIES agree to provide COUNTY with sufficient timely information as necessary within five business days after receiving written request from COUNTY to meet JAG requirements for quarterly and annual financial and performance reports.

Section 4.

Nothing arising from this Agreement shall impose any liability for claims or actions against COUNTY other than what is authorized by law.

Section 5.

Nothing arising from this Agreement shall impose any liability for claims or actions against CITIES other than what is authorized by law.

Section 6.

Each party to this Agreement will be responsible for its own actions in providing services under this Agreement and shall not be liable to any other party to this Agreement for any claim or action arisingfrom the services provided under this Agreement.

Section 7.

The parties to this Agreement do not intend for any third party to obtain a right by virtue of this Agreement.

Section 8.

By entering into this Agreement, the parties do not intend to create any obligations, either express or implied, other than those set out herein; further, this Agreement shall not create any rights in any party not a signatory hereto.

WHEREFORE, all parties freely and voluntarily agree to all of the above terms.

CITY OF HEMET, CA

City Manager

ATTEST:

City Clerk

APPROVED AS TO FORM:

City Attorney

Appendix 1				
Eligible Agencies in FY2013 JAG Disparate Area				
Riverside County (Sheriff's Department) FA	BJA Formula	To Fiscal Agent (Sheriff's Department)	New Allocation	% to FA
Riverside County	79,831	-36,558	116,389	
Banning	12,053	1,205	10,848	10.00%
Cathedral City	17,205	1,721	15,485	10.00%
Coachella	18,372	1,837	16,535	10.00%
Corona	15,555	1,556	14,000	10.00%
Desert Hot Springs	26,238	2,624	23,614	10.00%
Hemet	28,014	2,801	25,213	10.00%
Indio	33,267	3,327	29,940	10.00%
La Quinta	11,368	1,137	10,231	10.00%
Moreno Valley	60,317	6,032	54,285	10.00%
Palm Springs	21,188	2,119	19,069	10.00%
Perris	13,068	1,307	11,761	10.00%
Riverside City	108,937	10,894	98,043	10.00%
	445,413	-	445,413	
% To Fiscal Agent	8.21%			
$ To FA	36,558			

AGENDA # 17

Staff Report

TO: Honorable Mayor and Members of the Hemet City Council

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

DATE: June 11, 2013

RE: **APPEAL NO. 13-001 (CONDITIONAL USE PERMIT NO. 12-007 – HEMET JEWELRY & LOAN) – *Continued Public Hearing***
An appeal of the Planning Commission's denial of Conditional Use Permit 12-007 for the operation of a collateral loan business (pawnshop) located at 2355 E. Florida Avenue.

RECOMMENDED ACTION:

That the City Council either:

1. Adopt City Council Resolution Bill No. 13-017 (Attachment No. 1), affirming the Planning Commission's denial of CUP 12-007;

OR

2. Overturn the Planning Commission's denial of CUP 12-007, approve the application subject to the findings required to grant the Conditional Use Permit, and direct staff and the City Attorney to prepare a resolution for approval of CUP 12-007 for adoption by the Council at a future meeting.

BACKGROUND:

On April 2, 2013, the Planning Commission adopted Planning Commission Resolution No. 13-003, denying Conditional Use Permit No. 12-007 for the operation of Hemet Jewelry & Loan, a collateral loan business (pawnshop) and secondhand dealer to be located at 2355 East Florida Avenue in the City of Hemet. Pursuant to Hemet Municipal Code Section 90-42.6 the Applicant, Mr. Eduardo Salas, filed an appeal of the Planning Commission's denial of the project.

A public hearing regarding the appeal (Appeal No. 13-001) was considered by the City Council at its regularly scheduled meeting held on May 14, 2013. After public testimony, discussion and deliberation, the majority of the City Council members were undecided and requested additional information prior to making a decision. As a result, the City Council adopted a motion to continue the public hearing, directing the Police Department to obtain additional detail regarding police call statistics for each of the known pawn shops currently operating within the City; and directing

Community Development staff to obtain additional information about other locations that were or could be considered by the Applicant. The public hearing was then continued to the June 11, 2013 City Council meeting.

PROJECT DESCRIPTION:

The proposed project is a request for approval of a collateral loan (pawn shop) business located at 2355 East Florida Avenue in the General Commercial (C-2) Zone, subject to approval of Conditional Use Permit No. 12-007. The proposed tenant space is approximately 6,000 square feet within an existing building that has been unoccupied for several years, and previously operated as a bank. The building has frontage along Florida Avenue, and is in the same center as Joann's Fabrics and Crafts at the southeast corner of Florida Avenue and Yale Street. A detailed description of the proposed project is provided in the staff reports to the Planning Commission (see Attachment No. 4). The applicant indicated to the Planning Commission that approximately 90% of their business is issuing collateral loans. The typical dollar amount of the loan is $70.00, and they process up to 70 loans per day, according to the applicant. The loans are generally for those individuals who need a short-term loan for cash flow purposes or who cannot obtain a conventional loan from a bank or credit union. A component of the business is also the retail sale of forfeited items and other merchandise. The applicant anticipated a retail sales volume of $32,000 to $35,000 per month at this location. On an annual basis this would generate approximately $396,000 in retail sales. The City collects 1% of the retail sales volume in sales tax, resulting in an annual sales tax generation for this use of $3,960.00. The City does not collect any taxes or fees as a result of the collateral loans.

ANALYSIS:

The proposed project was considered by the Planning Commission at three public hearings on February 19th, March 5th, and April 2nd, 2013. Through the public hearing process at the Planning Commission level, several neighboring business owners or their representatives, other business owners, and private citizens spoke in opposition to the proposed use.

The Planning Commission considered all of the evidence in the public record and on April 2, 2013, determined that the site is not appropriate for the proposed use based on: 1) a high volume of Police Department calls for service in proximity to the area; 2) potential to attract criminal activity associated with the proposed use; 3) comments received from the public and adjacent businesses regarding the incompatibility of the proposed use with their operations; and 4) concerns expressed regarding the proposed use's inconsistency with a number of General Plan goals and policies. Therefore, the Planning Commission directed staff to prepare Planning Commission Resolution Bill No. 13-003 for denial of the proposed project. These findings are restated in the attached City Council Resolution Bill No. 13-017, affirming the Planning Commission's denial of the proposed use, and the justification for making such findings (please see Attachment No. 1). The City Council Agenda Report from May 14, 2013, including the Staff Reports and Minutes from the Planning Commission, is provided as Attachment No. 4.

On April 8, 2013, the Applicant submitted a request to appeal the decision of the Planning Commission to the City Council. The appeal was first heard by the City Council on May 14, 2013, where the Council continued the item to June 11, 2013, directing staff to provide additional

information. In particular, the City Council asked the Police Department to provide information regarding the calls for service at the proposed pawn shop location, and for the addresses of existing pawn shops located within the City. The City Council also requested information concerning other locations the Applicant had considered, and why 2355 E. Florida Avenue was the preferred location. A memorandum from the Police Chief regarding the calls for service is provided as Attachment No. 2. The following Table summarizes the other locations considered by the applicant. The applicant specifically looks for buildings that were previously banks or have storage vaults to secure the more expensive items after hours.

TABLE 1
Locations Considered by the Applicant

ADDRESS/SIZE	BUSINESS NAME	GENERAL LOCATION	REASON NOT SELECTED
2355 E. Florida Avenue Approximately 6,000 s.f.	Hemet Jewelry & Loan	South side of Florida Ave. between Yale and Columbia Streets	N/A – This is the Applicant's preferred location
1955 E. Florida Avenue Approximately 4,500 s.f.	Vacant Riverside County Credit Union Building	South side of Florida Avenue between Mayflower and Yale Streets	Usable space not large enough
41815 E. Florida Avenue Approximately 5,000 s.f.	Vacant former bank and former restaurant	South East Corner of Florida Avenue and Stetson Street	Bank vault has been removed and space available for lease only

COORDINATION & REVIEW:

The request for an appeal and the appeal fee were received by Planning Division staff on April 8, 2013. A public hearing notice was mailed to property owners within a 500 foot radius on May 2, 2013, and a notice was published in the Press Enterprise newspaper on May 4, 2013. A public hearing was held before the City Council on May 14, 2013, where the item was continued date certain to June 11, 2013. As a result, no additional public notice is required.

At the Planning Commission meetings of February 19th and March 5th, several members of the public and representatives of the surrounding shopping centers spoke in opposition to the project. At the May 14th City Council hearing regarding the appeal, two speakers spoke in favor of the pawnshop in addition to the applicant. No members of the public spoke in opposition at that time.

On May 15, 2013, staff received a telephone call from the representative of the owner of the medical office complex across Florida Avenue from the proposed location of the pawn shop. The purpose of the call was to inform staff that the owner was opposed to the proposed use at this location. At the time this staff report was prepared the Planning Division staff had received no other public comments regarding the appeal or the proposed CUP.

POTENTIAL ALTERNATIVE ACTIONS:

Pursuant to Section 90-42.6 of the Hemet Municipal Code, the City Council may affirm, modify, or reverse any Planning Commission decision, or make alternative findings required by the Hemet Municipal Code and/or state law. The City Council may make one of the following determinations:

1. Deny the Appeal and affirm the Planning Commission's denial of Conditional Use Permit No. 12-007 by adopting City Council Resolution Bill No. 13-017 (Attachment No. 1); OR

2. Overturn the Planning Commission's denial of the application, approve the application subject to the required findings for the granting of a Conditional Use Permit, and direct staff and the City Attorney to return with an appropriate resolution granting approval for Conditional Use Permit No. 12-007.

   To approve CUP 12-007, the City Council must make the following findings and provide rationale for their findings:

   1) *That the proposed location of the conditional use is in accord with the objectives of this chapter and the purposes of the zone in which the site is located, and complies with other relevant city regulations, policies and guidelines;*
   2) *That the proposed location of the conditional use and the conditions under which it would be operated or maintained will not be detrimental to the public health, safety or welfare, or materially injurious to properties or improvements in the vicinity;*
   3) *That the proposed conditional use will comply with each of the applicable provisions of this chapter, and with other relevant city regulations, policies and guidelines.*

FISCAL IMPACT:

The Applicant has submitted a $220.00 fee for the appeal application. If the CUP is approved, the establishment of the proposed use will generate retail sales tax at the location. However, the applicant's representative has indicated in testimony presented before the Planning Commission on March 5, 2013 that 90% of the business' profits are derived from short-term (collateral) loans, rather than retail sales.

Respectfully submitted,

Deanna Elliano
Community Development Director

Attachment(s):

1. Proposed City Council Resolution Bill No. 13-017 Affirming the Decision of the Planning Commission to Deny CUP 12-007
2. Police Department Service Calls for 2355 E. Florida Ave. and other Pawn Shop Locations
3. Alternate Locations Considered by Applicant
4. City Council Agenda Report, May 14, 2013 (with attachments including the Planning Commission Staff Reports and Minutes)

Attachment No. 1

Proposed City Council Resolution Bill No. 13-017

City Council Hearing
June 11, 2013

CITY OF HEMET
CITY COUNCIL

RESOLUTION BILL NO. 13-017

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF HEMET, CALIFORNIA AFFIRMING THE DENIAL OF CONDITIONAL USE PERMIT NO. 12-007 FOR THE OPERATION OF A COLLATERAL LOAN BUSINESS (PAWNSHOP) LOCATED AT 2355 E. FLORIDA AVENUE (APN 445-290-022)

WHEREAS, an application for Conditional Use Permit No. 12-007 (CUP No. 12-007) for the operation of a collateral loan business (pawn shop) was duly filed by:

Owner:	Hemet Jewelry & Loan – Eduardo Salas
Applicant:	Eduardo Salas
Project Location:	2355 E. Florida Avenue
APN:	445-290-022; and

WHEREAS, on February 7, 2013, the City provided notice of the Planning Commission's public hearing on CUP No. 12-007 by advertising the hearing in the Press Enterprise and by mailing a notice to property owners within 500 feet of the proposed project location; and

WHEREAS, on February 19, 2013, and March 5, 2013, the Planning Commission conducted duly noticed public hearings concerning the request to approve CUP No. 12-007; and

WHEREAS, on March 5, 2013, the Planning Commission, after consideration of the project, closed the public hearing and directed the Community Development Director to prepare a resolution of denial of the project for Planning Commission action at its meeting of April 2, 2013; and,

WHEREAS, on April 2, 2013, the Planning Commission adopted the resolution of denial; and,

WHEREAS, on April 8, 2013, the Applicant filed a timely appeal of the Planning Commission's determination and adoption of the resolution of denial; and,

WHEREAS, the City Council has the authority per section 90-1538 *et seq.* of the Hemet Municipal Code to review and hear the Applicant's appeal of the denial of Conditional Use Permit No. 12-007 for the operation of a collateral loan business (pawnshop) located at 2355 E. Florida Avenue (APN 445-290-022); and,

WHEREAS, on May 4, 2013, the City gave public notice by advertising in the Press Enterprise and by mailing to property owners within 500 feet, of the holding of a public hearing at which the project would be considered by the City Council; and,

WHEREAS, on May 14, 2013, the City Council held the noticed de novo public hearing at which interested persons had an opportunity to testify in support of, or opposition to Appeal No. 13-001 and the entirety of the project proposed by Conditional Use Permit No. 12-007, and at which the City Council considered the appeal, the project as acted upon by the Planning Commission, and the entirety of the project proposed by Conditional Use Permit No. 12-007; and

WHEREAS, on May 14, 2013, the City Council, after consideration of the project, continued the public hearing to June 11, 2013; and,

WHEREAS, on June 11, 2013, the City Council reopened the public hearing at which interested persons had an opportunity to testify in support of, or opposition to Appeal No. 13-001 and the entirety of the project proposed by Conditional Use Permit No. 12-007, and at which the City Council considered the appeal, the project as acted upon by the Planning Commission, and the entirety of the project proposed by Conditional Use Permit No. 12-007; and

WHEREAS, on June 11, 2013, the City Council, after consideration of the project, closed the public hearing; and,

WHEREAS, pursuant to California Environmental Quality Act (CEQA) Guidelines Section 15270 (14 Cal. Code Regs. Section 15270) CEQA does not apply to projects which a public agency rejects or disapproves.

NOW, THEREFORE, the City Council of the City of Hemet does Resolve, Determine, Find and Order as follows:

SECTION 1: AFFIRMATION OF PLANNING COMMISSION DETERMINATIONS

The City Council, in light of the whole record before it, including but not limited to the Staff Report dated June 11, 2013, the appeal letter and supporting documentation submitted by the Applicant, and the testimony received at the June 11, 2013, hearing on the Applicant's appeal, affirms the determinations made by the Planning Commission in Resolution No 13-003, denying the Applicant's request for Conditional Use Permit No.

12-007 for the operation of a collateral loan business (pawnshop) located at 2355 E. Florida Avenue.

SECTION 2: CONDITIONAL USE PERMIT FINDINGS

On the basis of substantial evidence on the record, including, but not limited to, the written and oral staff report and public testimony at the public hearing on June 11, 2013, the City Council finds, in accordance with the requirements as set forth in Hemet Municipal Code Section 90-1537(c), as follows:

1. ***That the proposed location, use and operation of the conditional use is not in accord with the objectives of Chapter 90 of the Hemet Municipal Code, the purposes of the zone in which the site is located, is not consistent with the General Plan and does not comply with other relevant city regulations, policies and guidelines.***

The City Council finds that the proposed use does not meet the intent of the following General Plan Land Use Element statements:

- Section 2.1.1, Relationship to Other Elements of the General Plan. The Land Use Element of the General Plan is intended to be complementary with the Public Safety Element and to mitigate or avoid damage and injury from human-made hazards. The approval of a pawn shop and collateral loan business is not consistent with this provision of the General Plan. The proposed project site is located in an area of the City that experiences a high rate of crime and for calls for police services. The record demonstrates that over the past year there have been approximately 600 calls for service in this area. The proposed business will carry and sell jewelry, electronics, tools, musical instruments and other tangible property and will be a target for further crime in the area. In addition, it has been the City's experience that pawn shops tend to attract variance nuisance activities and other unwanted behaviors. Stolen items are often taken to pawn shops in exchange for cash and other goods. Because of the crime potential associated with pawn shops, there are numerous state laws addressing the operation of pawn shops. Furthermore, the Applicant proposed a number of security measures, including an armed guard, which highlights the dangers associated with this type of business. Adding this type of business would have an unwanted, combustible effect on a neighborhood that already experiences an excessive amount of criminal activity.

- Section 2.2.8, Providing for a Balance of Housing Opportunities. The General Plan states that, in order to provide a balance of housing opportunities, the City must "focus on providing a safe community with quality of life amenities." The proposed project does not meet this objective because it will decrease public safety at the proposed location.

- Section 2.4.1, Smart Growth Principles. The General Plan sets forth a number of smart growth principles, including the desire to "[f]oster distinctive, attractive communities with a strong sense of place. The Planning Commission finds that the introduction of a pawn shop and collateral loan business at the project site will not foster a distinctive, attractive community with a strong sense of place. To the contrary, the testimony showed that the project will have the opposite effect for the neighborhood and will discourage people from visiting the shopping center by adding a business that is a crime target and which, by necessity, requires extraordinary security measures. The proposed location is a gateway to the City on Florida Avenue, coming from east to west. A pawn shop and collateral loan business will not be an attractive addition to the City and will damage the City's image.

- Section 2.5.2, Commercial Categories. According the General Plan, Community Commercial areas are designed to meet the needs of the community at-large. The Planning Commission finds that a pawn shop, with a collateral loan business, at this particular location does not meet the community's needs because of the existing crime issues in the area. In addition, there are three other pawn shops already existing in the City and several second-hand coin and jewelry businesses that provide these services to the community at large.

- Section 2.8.2, Hemet's Districts, East Florida Corridor District. The primary focus is to promote uses in the east Hemet area that are compatible with residential development. For the reasons stated above, adding a pawn shop to this area will not make the neighborhood, which already suffers from high crime rates, a more attractive place to live.

- Section 2.11.1, Economic Development Strategies. The Land Use Element sets forth a number of economic development strategies and goals, which include the following: 1) "Enhance the City's image as desirable place to live, work, and play;" and 2) "Promote employment opportunities particularly in higher paying, higher skilled jobs." The approval of a pawn shop in an area that is marked by a high crime rate

is inconsistent with these stated objectives. Because of the negative image associated with pawn shops and potential for criminal and nuisance activities at pawn shops, adding an additional pawn shop to the City will not enhance the City's image as a desirable place to live, work, and play.

In addition to the above-cited sections of the 2013 General Plan, the proposed project is inconsistent with the following Land Use Element goals and policies:

- Goal LU-3, Policy 3.9, Incompatible Uses. "Prohibit uses that lead to the deterioration of residential neighborhoods, or adversely affect it's safety or residential character." The approval of a pawn shop and collateral loan business is not consistent with this provision of the General Plan. The proposed project site is located in an area of the City that experiences a high rate of crime and for calls for police services. The record demonstrates that over the past year there have been approximately 600 calls for service in this area. The proposed business will carry and sell jewelry, electronics, tools, musical instruments and other tangible property and will be a target for further crime in the area. In addition, it has been the City's experience that pawn shops tend to attract variance nuisance activities and other unwanted behaviors. Stolen items are often taken to pawn shops in exchange for cash and other goods. Because of the crime potential associated with pawn shops, there are numerous state laws addressing the operation of pawn shops. Furthermore, the Applicant proposed a number of security measures, including an armed guard, which highlights the dangers associated with this type of business. Adding this type of business would have an unwanted, combustible effect on a neighborhood that already experiences an excessive amount of criminal activity.

- Goal LU-6, Policy 6.7, Regulate Sensitive Land Uses. "Appropriately control the location, concentration and number of community sensitive land uses, such as alcohol sales, tobacco products, adult businesses, medical marijuana dispensaries, and entertainment venues, and require operational measures to prevent adverse impacts to adjoining residences, businesses, schools, parks, medical facilities, and religious facilities, consistent with City, State and Federal laws." A pawn shop is a community sensitive land use and locating such a use in a high-crime area is unwise at this time.

- Goal LU-13, Policy 13.7, Reuse of Underutilized Properties. "Encourage the reuse of vacant, underutilized, or obsolete commercial and industrial buildings with higher value uses that are consistent with the General Plan goals and policies." Based on testimony provided at the two public hearings on this matter, the approval of a pawn shop and collateral loan business at this location, which is a gateway to the City, will not encourage higher value land uses.

2. ***That the proposed location of the conditional use and the conditions under which it would be operated or maintained <u>will be</u> detrimental to the public health, safety or welfare, or materially injurious to properties or improvements in the vicinity.***

The City Council, in hearing public testimony at a public hearing held on May 14, 2013, and considering as a whole the evidence presented to the City Council, the City Council has determined that there exists a significant number of Police Department calls for service in the immediate vicinity of the proposed project and that the proposed project will exacerbate this situation by introducing a business that is traditionally a target of crime and nuisance activity. The Applicant's proposed security measures demonstrate the Applicant's awareness of this unique crime potential. Accordingly, the approval and operation of the proposed project at that particular location will have a materially injurious impact on other business located within the same center as the proposed project. In fact, property owners within the same center are opposed to the proposed use at this location because of the potential for additional crime.

<u>SECTION 3</u>: ENVIRONMENTAL REVIEW

The City Council, in light of the whole record before it, including but not limited to, the City's Local CEQA Guidelines and Thresholds of Significance, the recommendation of the City Manager and Community Development Director as provided in the Staff Report dated May 14, 2013, and documents incorporated therein by reference, and any other evidence (within the meaning of Public Resources Code § 21080(e) and § 21082.2) within the record or provided at the public hearing of this matter, hereby finds and determines as follows:

1. **CEQA**. Pursuant to California Environmental Quality Act ("CEQA") Guidelines Section 15270 (14 Cal. Code Regs. Section 15270) CEQA does not apply to projects which a public agency rejects or disapproves.

2. **MULTIPLE SPECIES HABITAT CONSERVATION PLAN (MSHCP).** The MSHCP does not apply to projects which a public agency disapproves.

SECTION 4: CITY COUNCIL ACTIONS

The City Council hereby takes the following action:

1. **Affirms Planning Commission Determinations**. The determinations of the Planning Commission, which determinations were squarely within their purview as appointed commissioners of the City, are affirmed by the City Council as being proper interpretations and implementations of the City's code and regulations.

2. **Denies Conditional Use Permit No. 12-007.** The Applicant's appeal of the denial of Conditional Use Permit No. 12-007, and thus the application is hereby denied.

PASSED, APPROVED AND ADOPTED this 11th day of June, 2013.

Robert Youssef, Mayor
City of Hemet

ATTEST:

Sarah McComas, City Clerk

APPROVED AS TO FORM:

Eric S. Vail, City Attorney

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

I, Sarah McComas, City Clerk of the City of Hemet, do hereby certify that the foregoing Resolution is the actual Resolution adopted by the City Council of the City of Hemet and was passed by the following vote:

AYES:
NOES:
ABSTAIN:
ABSENT:

Sarah McComas, City Clerk

Attachment No. 2

Police Department Service Calls to 2355 E. Florida and Existing Pawn Shops

City Council Hearing
June 11, 2013

City of Hemet
POLICE
450 E. Latham Avenue, Hemet, Ca 92543

TO: Ron Bradley, Interim City Manager

FROM: Dave Brown, Chief of Police

DATE: June 3, 2013

SUBJECT: Pawn Broker Calls for Service

At the request of the city council and at your direction, I have analyzed police calls for service over the past 18 months at the three licensed "Pawn Brokers" within the City of Hemet. Please let me know if I can be of further assistance.

POLICE CALLS FOR SERVICE – 1/1/12 TO PRESENT

Name & Address	*# of calls*	*Type of Call*	*Circumstances*
BUY-SELL-LOAN PAWN 318 E. Florida	1	Vandalism	*Front window broken, no loss*
TOTAL CALLS	**1**		
CINDY'S PAWN 400 E. Florida	7	Business Alarm	*Alarm only, no crime*
	2	Civil Dispute	
	2	Verbal Disturbance	*Customers refusing to leave*
	1	Vandalism	*Front window broken, no loss*
	1	Found Property	*Keys in parking lot*
	1	Drug Investigation	*Unfounded*
	1	Theft Investigation	*A/C Unit stolen*
	1	Suspicious Circs	*Owner concerned poss stolen ring pawned*
	1	Fraud Investigation	*Counterfeit bill passed*
TOTAL CALLS	**17**		
EARLY PAYDAY 529 N. San Jacinto	2	Stolen Prop Invest	*Disputes over stolen goods*
	2	Business Alarm	*Alarm only, no crime*
TOTAL CALLS	**4**		

Attachment No. 3

Alternate Locations Considered by Applicant

City Council Hearing
June 11, 2013

Valley Jewelry and Loan
24525 Alessandro Avenue
Moreno Valley, California 92553
Cellular: 909-228-9030
email: mrjmueller@gmail.com

May 22, 2013

Mr. Emery Papp
Senior Planner
City Of Hemet
445 East Florida Avenue
Hemet, California 92543

RE: Appeal No. 13-001 of the Planning Commission Denial of Conditional Use Permit No. 12-007

Dear Emery,

I created the list of prosperities that were considered for Hemet Jewelry and Loan as per your request;

#1 – 1955 East Florida Av, Hemet CA 92543
This was a vacant bank building. Unfortunately, the usable space was not adequate.

#2 – 41815 East Florida Av, Hemet CA 92543
This vacant building no longer had a "vault" system in place. Unfortunately, this property was lease only.

#3 – 2355 East Florida Av, Hemet CA 92543
This vacant building has been available for over 6 years. It currently contains the necessary "vault" system and was available for purchase. We only consider prime locations that we can purchase the property, ultimately creating a significant investment in the local economy/communities we do business in.

It seems there are a number of misconceptions or simple misunderstandings of what a pawn shop is or actually does. I believe we have complied completely and have more than demonstrated our added value to the community.

I would be happy to answer any and all questions you may have. To prove our position as a sustainable business providing needed services to the residents of Hemet.

Thank you very much for your time and consideration. We operate in a unique environment and to sustain success, maybe survival, we all need to work together.

Sincerely,

John Mueller

City of Hemet - Planning
RECEIVED
MAY 23 2013
PROJECT NO.(S)

Sponsored by:
NPA
National Pawnbrokers Association

Valley Jewelry and Loan
24525 Alessandro Avenue
Moreno Valley, California 92553
Cellular: 909-228-9030
email: mrjmueller@gmail.com

June 4, 2013

Ms. Soledad Carrisoza
City Of Hemet, Planning department
445 East Florida Avenue
Hemet, California 92543

RECEIVED
JUNE 06 2013
PLANNING

RE: Response to Interim City Manager Ron Bradley's Questions

Dear Soledad,

In regards to Mr. Bradley's questions, I would like to follow up with our responses.

Our existing sales figures do not accurately reflect the unrealized potential for the City of Hemet. We have compiled significant market analysis for the area and do not believe the existing businesses serve the community needs. We bring an entirely new mindset to customer serve and the pawn industry.

Based on our current sales of approximately $500,000 (in taxable retail sales) we have factored in a 60% increase over the next 18 months. These projected sales would place our sales potential close to $1.2M in taxable sales. We based this pro forma budgeting on the following formula, additional 20% increase in unrealized potential sales, 15% increase for better customer service, another 15% for increased merchandise simply available for sale and finally another 10% for a safer location for customers to shop and do business in the community.

We will have a significant investment in the community. The required funding for loans would be based on a budget of $1M for our back room.

Currently, our average loan value is close to $70. We provide a necessary service for people who need a small loan for a short period of time. Unfortunately, today people experience unexpected bills and increases that are not allowed for in their monthly household budgets, and that is where we help with these bumps in the road.

I believe we have complied completely and have more than demonstrated our added value to the community. To prove our position as a sustainable business providing needed services to the residents of Hemet.

If any further questions may arise please do not hesitate to contact me. My cell phone is 909-228-9030.

Thank you very much for your time and consideration. We operate in a unique environment and to sustain success, maybe survival, we all need to work together.

Sincerely,

John Mueller

Sponsored by:
NPA
National Pawnbrokers Association

Attachment No. 4

City Council Agenda Report Packet from May 14, 2013

City Council Hearing June 11, 2013

AGENDA # _____

Staff Report

TO: Honorable Mayor and Members of the Hemet City Council

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

DATE: May 14, 2013

RE: **APPEAL NO. 13-001 (CONDITIONAL USE PERMIT NO. 12-007 – HEMET JEWELRY & LOAN)** – An appeal of the Planning Commission's denial of Conditional Use Permit 12-007 for the operation of a collateral loan business (pawnshop) located at 2355 E. Florida Avenue.

RECOMMENDED ACTION:

That the City Council:

1. Adopt City Council Resolution Bill No. 13-017 (Attachment No. 1), entitled:

   "A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF HEMET, CALIFORNIA AFFIRMING THE DENIAL OF CONDITIONAL USE PERMIT NO. 12-007 FOR THE OPERATION OF A COLLATERAL LOAN BUSINESS (PAWNSHOP) LOCATED AT 2355 E. FLORIDA AVENUE (APN 445-290-022)."

BACKGROUND:

On April 2, 2013, the Planning Commission adopted Planning Commission Resolution No. 13-003, denying Conditional Use Permit No. 12-007 for the operation of Hemet Jewelry & Loan, a collateral loan business (pawnshop) and secondhand dealer to be located at 2355 East Florida Avenue in the City of Hemet. Pursuant to Hemet Municipal Code Section 90-42.6 the Applicant, Mr. Eduardo Salas, filed a timely appeal of the Planning Commission's denial of the project by submitting a letter to the Community Development Director and the appropriate filing fee within ten calendar days. A copy of Mr. Salas' letter is included as Attachment No. 2.

PROJECT DESCRIPTION:

The proposed project is for Conditional Use Permit No. 12-007, a request for approval of a collateral loan (pawn shop) business located at 2355 East Florida Avenue in the General Commercial (C-2) Zone. The proposed tenant space is approximately 6,000 square feet, has been unoccupied for several years, and last operated as a bank several years ago. The building has frontage along Florida Avenue, and is due north of Joann's Fabrics and Crafts.

ANALYSIS:

A public hearing for Conditional Use Permit No. 12-007 for Hemet Jewelry & Loan was held by the Planning Commission at its regularly scheduled meeting on February 19, 2013. Due to

concerns raised at the meeting, the public hearing was continued to March 5, 2013, where the Planning Commission considered the proposed location for the use and operation of Hemet Jewelry & Loan, a secondhand store and pawn shop.

Upon reviewing the proposed use, the staff reports, hearing public testimony and weighing all of the evidence presented both for and against the proposed conditional use on March 5, 2013, the Planning Commission found that the proposed use did not meet the intent of the General Plan Land Use Element, and had the potential to be materially injurious to surrounding businesses in the shopping center and the neighborhood in general.

The Planning Commission determined that the site is not appropriate for the proposed use based on the number of police department calls for service in proximity to the area, potential for criminal activity associated with the proposed use, and the comments received from the public and adjacent businesses regarding the incompatibility of the proposed use with their operations and the proposed use's inconsistency with a number of General Plan goals and policies. Therefore, the Planning Commission directed staff to prepare Planning Commission Resolution Bill No. 13-003 for denial of the proposed project. These findings are restated in the attached City Council Resolution Bill No. 13-017, affirming the Planning Commission's denial of the proposed use, and the justification for making such findings (please see Attachment No. 1). The Planning Commission Meeting Minutes and Staff Reports for Conditional Use Permit No. 12-007 are included as Attachment Nos. 6-11.

COORDINATION & REVIEW:

The request for an appeal and the appeal fee were received by Planning Division staff on April 8, 2013, six calendar days after the Planning Commission took action on this item, in conformance with the requirement to file an appeal. A public hearing notice was mailed to property owners within a 500 foot radius on May 2, 2013, and a notice was published in the Press Enterprise newspaper on May 4, 2013. At the time this staff report was prepared, Planning Division staff had received no public comments regarding the appeal.

POTENTIAL ALTERNATIVE ACTIONS:

Pursuant to Section 90-42.6 of the Hemet Municipal Code, the City Council may affirm, modify, or reverse any Planning Commission decision, or make findings required by the Hemet Municipal Code and/or state law. The City Council may make one of the following determinations:

1. Deny the Appeal and affirm the Planning Commission's denial of Conditional Use Permit No. 12-007 by adopting City Council Resolution Bill No. 13-017; or

2. Overturn the Planning Commission's denial of the application, approve the application subject to the required findings for the granting of a Conditional Use Permit, and direct staff and the City Attorney to return with an appropriate resolution granting approval for Conditional Use Permit No. 12-007.

FISCAL IMPACT:

The Applicant has submitted a $220.00 fee for the appeal application.

Respectfully submitted,

Deanna Elliano, Community Development Director

Attachment(s):

1. Proposed City Council Resolution Bill No. 13-017 Affirming the Decision of the Planning Commission
2. Appeal Letter from Applicant received April 8, 2013 and Supplemental Information
3. Planning Commission Resolution No. 13-003 for Denial of CUP 12-007
4. Zoning and Vicinity Map
5. Aerial View and Site Photos
6. Planning Commission Staff Report, April 2, 2013
7. Planning Commission Staff Report, March 5, 2013
8. Planning Commission Staff Report, February 19, 2013
9. Planning Commission Minutes, April 2, 2013
10. Planning Commission Minutes, March 5, 2013
11. Planning Commission Minutes, February 19, 2013

Attachment No. 1

Proposed City Council Resolution Bill No. 13-017

City Council Hearing
May 14, 2013

CITY OF HEMET
CITY COUNCIL

RESOLUTION BILL NO. 13-017

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF HEMET, CALIFORNIA AFFIRMING THE DENIAL OF CONDITIONAL USE PERMIT NO. 12-007 FOR THE OPERATION OF A COLLATERAL LOAN BUSINESS (PAWNSHOP) LOCATED AT 2355 E. FLORIDA AVENUE (APN 445-290-022)

WHEREAS, an application for Conditional Use Permit No. 12-007 (CUP No. 12-007) for the operation of a collateral loan business (pawn shop) was duly filed by:

Owner:	Hemet Jewelry & Loan – Eduardo Salas
Applicant:	Eduardo Salas
Project Location:	2355 E. Florida Avenue
APN:	445-290-022; and

WHEREAS, on February 7, 2013, the City provided notice of the Planning Commission's public hearing on CUP No. 12-007 by advertising the hearing in the Press Enterprise and by mailing a notice to property owners within 500 feet of the proposed project location; and

WHEREAS, on February 19, 2013, and March 5, 2013, the Planning Commission conducted duly noticed public hearings concerning the request to approve CUP No. 12-007; and

WHEREAS, on March 5, 2013, the Planning Commission, after consideration of the project, closed the public hearing and directed the Community Development Director to prepare a resolution of denial of the project for Planning Commission action at its meeting of April 2, 2013; and,

WHEREAS, on April 2, 2013, the Planning Commission adopted the resolution of denial; and,

WHEREAS, on April 8, 2013, the Applicant filed a timely appeal of the Planning Commission's determination and adoption of the resolution of denial; and,

WHEREAS, the City Council has the authority per section 90-1538 *et seq.* of the Hemet Municipal Code to review and hear the Applicant's appeal of the denial of Conditional Use Permit No. 12-007 for the operation of a collateral loan business (pawnshop) located at 2355 E. Florida Avenue (APN 445-290-022); and,

WHEREAS, on May 4, 2013, the City gave public notice by advertising in the Press Enterprise and by mailing to property owners within 500 feet, of the holding of a public hearing at which the project would be considered by the City Council; and,

WHEREAS, on May 14, 2013, the City Council held the noticed de novo public hearing at which interested persons had an opportunity to testify in support of, or opposition to Appeal No. 13-001 and the entirety of the project proposed by Conditional Use Permit No. 12-007, and at which the City Council considered the appeal, the project as acted upon by the Planning Commission, and the entirety of the project proposed by Conditional Use Permit No. 12-007; and

WHEREAS, on May 14, 2013, the City Council, after consideration of the project, closed the public hearing; and,

WHEREAS, pursuant to California Environmental Quality Act (CEQA) Guidelines Section 15270 (14 Cal. Code Regs. Section 15270) CEQA does not apply to projects which a public agency rejects or disapproves.

NOW, THEREFORE, the City Council of the City of Hemet does Resolve, Determine, Find and Order as follows:

SECTION 1: AFFIRMATION OF PLANNING COMMISSION DETERMINATIONS

The City Council, in light of the whole record before it, including but not limited to the Staff Report dated May 14, 2013, the appeal letter and supporting documentation submitted by the Applicant, and the testimony received at the May 14, 2013, hearing on the Applicant's appeal, affirms the determinations made by the Planning Commission in Resolution No 13-003, denying the Applicant's request for Conditional Use Permit No. 12-007 for the operation of a collateral loan business (pawnshop) located at 2355 E. Florida Avenue.

SECTION 2: CONDITIONAL USE PERMIT FINDINGS

On the basis of substantial evidence on the record, including, but not limited to, the written and oral staff report and public testimony at the public hearing on May 14, 2013,

the City Council finds, in accordance with the requirements as set forth in Hemet Municipal Code Section 90-1537(c), as follows:

1. ***That the proposed location, use and operation of the conditional use is not in accord with the objectives of Chapter 90 of the Hemet Municipal Code, the purposes of the zone in which the site is located, is not consistent with the General Plan and does not comply with other relevant city regulations, policies and guidelines.***

The City Council finds that the proposed use does not meet the intent of the following General Plan Land Use Element statements:

- Section 2.1.1, Relationship to Other Elements of the General Plan. The Land Use Element of the General Plan is intended to be complementary with the Public Safety Element and to mitigate or avoid damage and injury from human-made hazards. The approval of a pawn shop and collateral loan business is not consistent with this provision of the General Plan. The proposed project site is located in an area of the City that experiences a high rate of crime and for calls for police services. The record demonstrates that over the past year there have been approximately 600 calls for service in this area. The proposed business will carry and sell jewelry, electronics, tools, musical instruments and other tangible property and will be a target for further crime in the area. In addition, it has been the City's experience that pawn shops tend to attract variance nuisance activities and other unwanted behaviors. Stolen items are often taken to pawn shops in exchange for cash and other goods. Because of the crime potential associated with pawn shops, there are numerous state laws addressing the operation of pawn shops. Furthermore, the Applicant proposed a number of security measures, including an armed guard, which highlights the dangers associated with this type of business. Adding this type of business would have an unwanted, combustible effect on a neighborhood that already experiences an excessive amount of criminal activity.

- Section 2.2.8, Providing for a Balance of Housing Opportunities. The General Plan states that, in order to provide a balance of housing opportunities, the City must "focus on providing a safe community with quality of life amenities." The proposed project does not meet this objective because it will decrease public safety at the proposed location.

- Section 2.4.1, Smart Growth Principles. The General Plan sets forth a number of smart growth principles, including the desire to "[f]oster distinctive, attractive communities with a strong sense of place. The Planning Commission finds that the introduction of a pawn shop and collateral loan business at the project site will not foster a distinctive, attractive community with a strong sense of place. To the contrary, the testimony showed that the project will have the opposite effect for the neighborhood and will discourage people from visiting the shopping center by adding a business that is a crime target and which, by necessity, requires extraordinary security measures. The proposed location is a gateway to the City on Florida Avenue, coming from east to west. A pawn shop and collateral loan business will not be an attractive addition to the City and will damage the City's image.

- Section 2.5.2, Commercial Categories. According the General Plan, Community Commercial areas are designed to meet the needs of the community at-large. The Planning Commission finds that a pawn shop, with a collateral loan business, at this particular location does not meet the community's needs because of the existing crime issues in the area. In addition, there are three other pawn shops already existing in the City and several second-hand coin and jewelry businesses that provide these services to the community at large.

- Section 2.8.2, Hemet's Districts, East Florida Corridor District. The primary focus is to promote uses in the east Hemet area that are compatible with residential development. For the reasons stated above, adding a pawn shop to this area will not make the neighborhood, which already suffers from high crime rates, a more attractive place to live.

- Section 2.11.1, Economic Development Strategies. The Land Use Element sets forth a number of economic development strategies and goals, which include the following: 1) "Enhance the City's image as desirable place to live, work, and play;" and 2) "Promote employment opportunities particularly in higher paying, higher skilled jobs." The approval of a pawn shop in an area that is marked by a high crime rate is inconsistent with these stated objectives. Because of the negative image associated with pawn shops and potential for criminal and nuisance activities at pawn shops, adding an additional pawn shop to the City will not enhance the City's image as a desirable place to live, work, and play.

In addition to the above-cited sections of the 2013 General Plan, the proposed project is inconsistent with the following Land Use Element goals and policies:

- Goal LU-3, Policy 3.9, Incompatible Uses. "Prohibit uses that lead to the deterioration of residential neighborhoods, or adversely affect it's safety or residential character." The approval of a pawn shop and collateral loan business is not consistent with this provision of the General Plan. The proposed project site is located in an area of the City that experiences a high rate of crime and for calls for police services. The record demonstrates that over the past year there have been approximately 600 calls for service in this area. The proposed business will carry and sell jewelry, electronics, tools, musical instruments and other tangible property and will be a target for further crime in the area. In addition, it has been the City's experience that pawn shops tend to attract variance nuisance activities and other unwanted behaviors. Stolen items are often taken to pawn shops in exchange for cash and other goods. Because of the crime potential associated with pawn shops, there are numerous state laws addressing the operation of pawn shops. Furthermore, the Applicant proposed a number of security measures, including an armed guard, which highlights the dangers associated with this type of business. Adding this type of business would have an unwanted, combustible effect on a neighborhood that already experiences an excessive amount of criminal activity.

- Goal LU-6, Policy 6.7, Regulate Sensitive Land Uses. "Appropriately control the location, concentration and number of community sensitive land uses, such as alcohol sales, tobacco products, adult businesses, medical marijuana dispensaries, and entertainment venues, and require operational measures to prevent adverse impacts to adjoining residences, businesses, schools, parks, medical facilities, and religious facilities, consistent with City, State and Federal laws." A pawn shop is a community sensitive land use and locating such a use in a high-crime area is unwise at this time.

- Goal LU-13, Policy 13.7, Reuse of Underutilized Properties. "Encourage the reuse of vacant, underutilized, or obsolete commercial and industrial buildings with higher value uses that are consistent with the General Plan goals and policies." Based on testimony provided at the two public hearings on this matter, the approval of a pawn shop and collateral loan business at this location, which is a gateway to the City, will not encourage higher value land uses.

2. ***That the proposed location of the conditional use and the conditions under which it would be operated or maintained <u>will be</u> detrimental to the public health, safety or welfare, or materially injurious to properties or improvements in the vicinity.***

The City Council, in hearing public testimony at a public hearing held on May 14, 2013, and considering as a whole the evidence presented to the City Council, the City Council has determined that there exists a significant number of Police Department calls for service in the immediate vicinity of the proposed project and that the proposed project will exacerbate this situation by introducing a business that is traditionally a target of crime and nuisance activity. The Applicant's proposed security measures demonstrate the Applicant's awareness of this unique crime potential. Accordingly, the approval and operation of the proposed project at that particular location will have a materially injurious impact on other business located within the same center as the proposed project. In fact, property owners within the same center are opposed to the proposed use at this location because of the potential for additional crime.

SECTION 3: ENVIRONMENTAL REVIEW

The City Council, in light of the whole record before it, including but not limited to, the City's Local CEQA Guidelines and Thresholds of Significance, the recommendation of the City Manager and Community Development Director as provided in the Staff Report dated May 14, 2013, and documents incorporated therein by reference, and any other evidence (within the meaning of Public Resources Code § 21080(e) and § 21082.2) within the record or provided at the public hearing of this matter, hereby finds and determines as follows:

1. **CEQA**. Pursuant to California Environmental Quality Act ("CEQA") Guidelines Section 15270 (14 Cal. Code Regs. Section 15270) CEQA does not apply to projects which a public agency rejects or disapproves.

2. **MULTIPLE SPECIES HABITAT CONSERVATION PLAN (MSHCP).** The MSHCP does not apply to projects which a public agency disapproves.

SECTION 4: CITY COUNCIL ACTIONS

The City Council hereby takes the following action:

1. **Affirms Planning Commission Determinations**. The determinations of the Planning Commission, which determinations were squarely within their purview as appointed commissioners of the City, are affirmed by the City Council as being proper interpretations and implementations of the City's code and regulations.

2. **Denies Conditional Use Permit No. 12-007.** The Applicant's appeal of the denial of Conditional Use Permit No. 12-007, and thus the application is hereby denied.

PASSED, APPROVED AND ADOPTED this 14th day of May, 2013.

Robert Youssef, Mayor
City of Hemet

ATTEST:

Sarah McComas, City Clerk

APPROVED AS TO FORM:

Eric S. Vail, City Attorney

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

I, Sarah McComas, City Clerk of the City of Hemet, do hereby certify that the foregoing Resolution is the actual Resolution adopted by the City Council of the City of Hemet and was passed by the following vote:

AYES:
NOES:
ABSTAIN:
ABSENT:

Sarah McComas, City Clerk

Attachment No. 2

Appeal Letter from Applicant, April 8, 2013 and Supplemental Info

City Council Hearing
May 14, 2013

Valley Jewelry and Loan
244525 Alessandro Avenue
Moreno Valley, California 92553
Store 951-247-6304
Cellular 909-709-0095

Hemet Jewelry & Loan
Store 951-247-6304 Cellular 909-709-0095

To: Soledad Carrisoza.

In regards to Resolution no. 13-003, Conditional Use Permit 12-007 for the operation of a collateral loan business, APN 445-290-022, located at 2355 E. Florida Avenue, Hemet, California. **I would like to have the denial decision appealed.** I would like the opportunity to present our method of operations in the manner in which we currently have in the past, and in the present day. I feel that a step by step detailed description of our daily procedures as well as predicting what Hemet Jewelry & Loan will generate in revenue for the city of Hemet, as well as employment for members of the city can all be beneficial for the community. This information will be based on facts from our current location in Moreno Valley, which is equivalent to size, location and many other important key factors that mirror our current location in Moreno Valley. I feel it will be essential to the counsel, as to everyone not acquainted with the collateral loan business, and will further educate with our presentation, along with the correct procedures used in order to properly function, and the pride we take in our work ethics, the morals that have played to our advantage and have allowed us to be the proper establishment we currently operate to date.

We intend to show that we will not only be operating as a collateral loan business but as a retail store for musical instruments, custom made jewelry, jewelry repair, electronics devices. The community will find that we anticipate to be part of the community. We look forward to being not only contributors of the city but a part of the community as well. Feel free to contact me directly for any questions or concerns you may have 909-709-0095.

Sincerely,

Eduardo Salas

Eduardo Salas

RECEIVED
APR 08 2013
PLANNING

Sponsored by:
NPA
National Pawnbrokers Association

SCANNED

Valley Jewelry and Loan
244525 Alessandro Avenue
Moreno Valley, California 92553
Store 951-247-6304
Cellular 909-709-0095

January 30, 2013

City of Hemet - Planning
RECEIVED
MAY - 6 2013
PROJECT NO.(S)
APL 13-001 of
CUP 12-007

Ms. Soledad Carrisoza
City of Hemet, Planning Department
445 East Florida Avenue
Hemet, California 92543

RE: Planning Commission meeting regarding Hemet Jewelry and Loan

Hello Soledad,

I would like to answer all your questions. I will be happy to give you a call and clarify any further concerns you may have.

We pride ourselves on taking a proactive role in our business community. Our business philosophy is to comply with all existing laws and work hand in hand with our local police department.

- ✓ We maintain a very strict cash level of $2000 to $2500, on hand at any time. If additional monies are required we visit the bank as necessary.
- ✓ Our sales for Moreno Valley are $478,460 for last year. Our performance has been higher than our budgeted sales goals.
- ✓ We plan on eight to ten employees for our Hemet store. We pride ourselves for hiring from local residents and supporting the community.
- ✓ It is company policy to buy gold coins only. After any purchase we comply with the thirty day mandatory hold on all purchases we make. After all purchases, we will hand deliver the required paperwork to the local police department. Again, we take great pride in our working relationship with local law enforcement.
- ✓ We follow strict guidelines established by the Federal Firearm License regulations and laws. We plan on only selling new firearms. Our company policy is not to sell ammunition.

I understand these are brief bullet points to help the Planning Commission have a better understanding of our company and our business ideas. If you have any questions I may clarify or better answer please do not hesitate to call me directly. My cell phone is 909-709-0095.

I would like to thank you in advance for all your help with this application.

Sincerely,

Eduardo Salas

Sponsored by:
NPA
National Pawnbrokers Association

Profile

We have created a proven and successful business model for the pawn shop (collateral loan) business. We wish to make the capital investment and purchase the property at 2355 East Florida Avenue in the community of Hemet.

This model has worked in our stores in Moreno Valley and Yucaipa. It is our intention to open our third store in Hemet. Please take a moment to look over the following excerpts from our business plan for Valley Jewelry and Loan in Moreno Valley.

The success of any business venture lie's in management's ability to accomplish its goals. Development of ideas through people is critical. In today's world there are no more "one-man bands". Focus, strategy, efficiency and customer satisfaction are the keys to profitability.

I, Eddie Salas, would like to take the time to explain to you the growth and development of Valley Jewelry and Loan. A kind of past, present and future capsule of the changes to the company since our acquisition in September 2005. I will refer to current management as "we" throughout this plan.

Valley Jewelry and Loan was established in 2004. We purchased the business from the original owner, Robert Orrantia, it was a typical "Mom and pop" managed business with only one employee (sometimes), very typical to the industry. He made no capital investments and unfortunately simply ran the business down throughout his ownership. His sales peaked at approximately $50,000 per year.

Considering the state of disarray and lack of management, the shop had all the potential for growth you could ask for. Since we purchased an existing business, it took us approximately twelve months to simply "Clean-up" the mess. Once we finished that, our focus was to begin on making loans and to build up our backroom. Sales have grown.

With our experience and management techniques in place, we have been able to increase sales from $50,000 per year to almost $500,000 per year. We believe that our current situation enables us to expand our business into the growth and profit potential required in today's business climate. The following business plan will explain our ideas, strategies and objectives.

Introduction

Hemet Jewelry and Loan (the company) is the name of our new business enterprise to provide low-cost, high-efficiency collateral loans and sales. The new company would be organized and managed in a creative and innovative way to generate very high levels of efficiency in the pawn type (collateral) loan business. Through efficient loan, processing and low overhead will allow us to pass the savings on to our customers in lower prices. Low prices and high quality in terms of large volume and basic service will generate significant rates of return on equity. The combined assets of experienced operations management, financial management and established systems provide a very solid foundation with great earnings potential. In addition, the current political, governmental and economic environment looks favorably upon the development of these innovations.

Due largely to the passage of landmark legislation and regulations a new era of change has enveloped the pawnbroker industry. Management will be the key to implementing and devising more efficient methods of collateral loans while complying with these regulations. The management of the new company has been in the forefront of the industry environment over the past several years. We have been generally regarded as industry leaders in operating and marketing innovations. Our constant involvement with local city, county and state law enforcement will only aid in these developments.

High degrees of operating efficiency are available to management in several areas. First, the industry's labor expenses and capital costs can be favorably affected by more aggressive utilization techniques. For example, because all the employees are new, there is an opportunity, through very careful selection and training, to achieve an amount of cross-utilization that will lead to very high levels of efficiency per employee.

Second, new and more advanced methods of loan management are now available through data processing, analysis and applied operations research. In example, only the "best loan" possible will be made using the information deemed salable and profitable will be processed, eliminating wasted cash and creating stagnant inventory. The management of this data allows you to stay within your profit margin eliminating overstocking and freeing up cash for additional loan power.

Third, in the area of marketing, opportunities are nearly limitless due to the nature of a sleeping industry and the wide range of merchandising reports that are now available through our computer software. Because of these computerized reports, we will be able to target and most importantly keep a large customer base. The advantage is clearly in the revenue possibilities of these very workable approaches.

Finally, a disciplined approach to the available operating economies, the wide-open opportunities for better employee development and the clear field for innovation lend themselves well to the marketing this new company to the City of Hemet and its surrounding area.

Business Objective

Statement of objective: The company is being formed for the purpose of becoming the first "collateral" loan pawn shop in the City of Hemet specializing in short-term collateral loans, with an early profitable operation as the prime goal.

1. Product Line

i) Initial Product:	Primarily collateral loans and in store sales. Continue the tradition of a fast, convenient source of ready cash and most importantly customer dignity.
ii) Short Term:	Develop loan history and customer sales information. Refine loans based on this data. Aggressively add to backroom inventory.
iii) Long Term:	Build loan levels and manage backroom turning at a consistent rate. Begin to develop an internal eBay sales operation. This will increase the profit margin of all loan foreclosures.

2. The company aims to become the leader in the collateral loan and other related businesses. The capabilities of the founder support this aim.
3. Our merchandise and its pricing will be superior in the market due to our advanced management reports. This will allow us to have the best return in the shortest amount of time.
4. Service to our customers will be emphasized throughout our operation.
5. Early growth and profit will result in a healthy return on investment.

Brief Industry Overview

People are unable or unwilling to deal with traditional financial institutions or utilize credit cards. These consumers have regular needs to meet their short-term cash requirements for items such as utility bills, physical care or emergency repairs.

In their time of need, many of these consumers turn to pawnshops. Loans are granted in a matter of minutes in the same way that people have accessed cash for thousands of years.

For hundreds of years money has been loaned based solely on the value of an item pledged as collateral, commonly today referred as a "pawn loan". We are focused on customer service, meeting the needs of secured non-recourse borrowers in the oldest and most basic form of consumer financing activity.

The fundamentals of the pawn business have not changed through its 3,000-year existence. The basic business is designed to assist the borrower in meeting capital requirements under terms of a simple contract.

Items used as security for loans have evolved over the years as commonly owned personal property has changed with the times. Yet the orientation of the collateral has not changed as customers use items, which represent value, such as gold and diamond jewelry, capable of providing them a source of liquidity.

At Hemet Jewelry and Loan, the age-old pawn loan tradition of a fast, convenient source of ready cash with the loan amount based upon the value of the collateral pledged is taken to a new level of ease and most importantly customer dignity.

Courteous and well-trained employees who assist them with their cash needs greet our customers. We maintain an open communication process with every customer to understand the maximum loan amount available for the item pledged.

Because of our bank vault, system in place customers leave with the secure knowledge that the item pledged is in safekeeping at Hemet Jewelry and Loan until they redeem it.

Our customers are people who live on a tight budget that has a temporary need for a small, short-term loan. They have an immediate and unplanned need for cash. Something they were not expecting came up – an auto expense, doctor bill, large utility bill unfortunately, something not in the budget. That is where we come into action to serve our customers and be there in their times of need. This equitable relationship will set the foundation for a long-term relationship with all of our customers.

Eduardo Salas – Business Bio

Eddie has 19 years experience in the pawn shop (collateral loan) business.
He started out, while in high school, with an after school job working in Fontana. Through years of hard work and real dedication he was promoted to store manager.
Eddie knew he had found his life's passion and was ready to be his own boss.

In 2005, Eddie found the perfect location in Moreno Valley for his first business venture. It was a vacant bank building. It had a drive-thru window; it had a bank vault, providing the extra security that was needed. It was ideal.

Showing no hesitation Eddie opened Moreno Valley Jewelry and Loan. Initially, as any new business it required all the long hours and hard work to become a profitable business. Starting out with only two employees and zero sales the business has grown over the last 8 years to 17 employees and sales in excess of $500,000. Every year the growth of this small business has exceeded all budget projections.

With the purchase of the property and the investment into the business reflects the commitment to the community of Moreno Valley. Youth sponsorships and charitable donations have always been an important ----- to give a little something back.

In 2012, Eddie found another vacant building in Yucaipa. This location had freeway frontage and visibility. This will become the second pawn shop owned and operated by Eddie, his proven management techniques and willingness to help the local customers is a proven formula to create a sustainable business operation. Again, Eddie owns the property for his business.

Pawn shops have existing laws they must abide by and they are actually the conduit for the local police departments. Eddie has worked tireless with law enforcement, through their pawn detail, to assist any victim to recover their property. Each and every one of his businesses has a great working relationship with local law enforcement.

In 2013, Eddie would like to build his third pawn shop in Hemet. He has found a great location and will purchase the property and make the investments to create a sustainable business. It is this commitment to the community that creates the foundation for growth and success.

His vision and dedication is the secret recipe to success with a little hard work sprinkled on top. Not any smoke and mirrors involved just old-fashion hard work and determination.

Attachment No. 3

Planning Commission Resolution No. 13-003 for Denial of CUP No. 12-007

City Council Hearing
May 14, 2013

CITY OF HEMET
PLANNING COMMISSION

RESOLUTION NO. 13-003

A RESOLUTION OF THE PLANNING COMMISSION OF THE CITY OF HEMET, CALIFORNIA DENYING CONDITIONAL USE PERMIT NO. 12-007 FOR THE OPERATION OF A COLLATERAL LOAN BUSINESS (PAWNSHOP) LOCATED AT 2355 E. FLORIDA AVENUE (APN 445-290-022)

WHEREAS, an application for Conditional Use Permit No. 12-007 (CUP No. 12-007) for the operation of a collateral loan business (pawn shop) was duly filed by:

Owner:	Hemet Jewelry & Loan – Eduardo Salas
Applicant:	Eduardo Salas
Project Location:	2355 E. Florida Avenue
APN:	445-290-022

WHEREAS, the Planning Commission has the authority under Hemet Municipal Code section 90-1531 et seq. to approve or disapprove CUP No. 12-007; and

WHEREAS, on February 7, 2013, the City provided notice of the Planning Commission's public hearing on CUP No. 12-007 by advertising the hearing in the Press Enterprise and by mailing a notice to property owners within 500 feet of the proposed project location; and

WHEREAS, on February 19, 2013, and March 5, 2013, the Planning Commission conducted duly noticed public hearings concerning the request to approve CUP No. 12-007; and

WHEREAS, the Planning Commission has carefully considered all pertinent testimony and information contained in the Staff report prepared for this application as presented at the public hearings and the testimony provided by the applicant and members of the public; and; and

WHEREAS, The California Environmental Quality Act (CEQA) does not apply to projects which an agency disapproves. (CEQA Guidelines Section 15270); and

WHEREAS, all legal prerequisites have occurred prior to adoption of this resolution.

NOW, THEREFORE, the Planning Commission of the City of Hemet does Resolve, Determine, Find and Order as follows:

SECTION 1: The Planning Commission hereby finds that the fact, findings and conclusions set forth above are true and correct.

SECTION 2: Pursuant to the California Environmental Quality Act (CEQA) Guidelines (Title 14 California Code of Regulations Section 15000 et seq.) section 15270, CEQA does not apply to projects which an agency disapproves.

SECTION 3: On the basis of substantial evidence on the record, including, but not limited to, the written and oral staff report and public testimony at the public hearings on February 19, 2013, and March 5, 2013, the Planning Commission finds, in accordance with the requirements as set forth in Hemet Municipal Code Section 90-1537(c), as follows:

1. ***That the proposed location, use and operation of the conditional use is not in accord with the objectives of Chapter 90 of the Hemet Municipal Code, the purposes of the zone in which the site is located, is not consistent with the General Plan and does not comply with other relevant city regulations, policies and guidelines.***

The Planning Commission finds that the proposed use does not meet the intent of the following General Plan Land Use Element statements:

- Section 2.1.1, Relationship to Other Elements of the General Plan. The Land Use Element of the General Plan is intended to be complementary with the Public Safety Element and to mitigate or avoid damage and injury from human-made hazards. The approval of a pawn shop and collateral loan business is not consistent with this provision of the General Plan. The proposed project site is located in an area of the City that experiences a high rate of crime and for calls for police services. The record demonstrates that over the past year there have been approximately 600 calls for service in this area. The proposed business will carry and sell jewelry, electronics, tools, musical instruments and other tangible property and will be a target for further crime in the area. In addition, it has been the City's experience

that pawn shops tend to attract variance nuisance activities and other unwanted behaviors. Stolen items are often taken to pawn shops in exchange for cash and other goods. Because of the crime potential associated with pawn shops, there are numerous state laws addressing the operation of pawn shops. Furthermore, the applicant proposed a number of security measures, including an armed guard, which highlights the dangers associated with this type of business. Adding this type of business would have an unwanted, combustible effect on a neighborhood that already experiences an excessive amount of criminal activity.

- Section 2.2.8, Providing for a Balance of Housing Opportunities. The General Plan states that, in order to provide a balance of housing opportunities, the City must "focus on providing a safe community with quality of life amenities." The proposed project does not meet this objective because it will decrease public safety at the proposed location.

- Section 2.4.1, Smart Growth Principles. The General Plan sets forth a number of smart growth principles, including the desire to "[f]oster distinctive, attractive communities with a strong sense of place. The Planning Commission finds that the introduction of a pawn shop and collateral loan business at the project site will not foster a distinctive, attractive community with a strong sense of place. To the contrary, the testimony showed that the project will have the opposite effect for the neighborhood and will discourage people from visiting the shopping center by adding a business that is a crime target and which, by necessity, requires extraordinary security measures. The proposed location is a gateway to the City on Florida Avenue, coming from east to west. A pawn shop and collateral loan business will not be an attractive addition to the City and will damage the City's image.

- Section 2.5.2, Commercial Categories. According the General Plan, Community Commercial areas are designed to meet the needs of the community at-large. The Planning Commission finds that a pawn shop, with a collateral loan business, at this particular location does not meet the community's needs because of the existing crime issues in the area. In addition, there are three other pawn shops already existing in the City and several second-hand coin and jewelry businesses that provide these services to the community at large.

- Section 2.8.2, Hemet's Districts, East Florida Corridor District. The primary focus is to promote uses in the east Hemet area that are

compatible with residential development. For the reasons stated above, adding a pawn shop to this area will not make the neighborhood, which already suffers from high crime rates, a more attractive place to live.

- Section 2.11.1, Economic Development Strategies. The Land Use Element sets forth a number of economic development strategies and goals, which include the following: 1) "Enhance the City's image as desirable place to live, work, and play;" and 2) "Promote employment opportunities particularly in higher paying, higher skilled jobs." The approval of a pawn shop in an area that is marked by a high crime rate is inconsistent with these stated objectives. Because of the negative image associated with pawn shops and potential for criminal and nuisance activities at pawn shops, adding an additional pawn shop to the City will not enhance the City's image as a desirable place to live, work, and play.

In addition to the above-cited sections of the 2013 General Plan, the proposed project is inconsistent with the following Land Use Element goals and policies:

- Goal LU-3, Policy 3.9, Incompatible Uses. "Prohibit uses that lead to the deterioration of residential neighborhoods, or adversely affect it's safety or residential character." The approval of a pawn shop and collateral loan business is not consistent with this provision of the General Plan. The proposed project site is located in an area of the City that experiences a high rate of crime and for calls for police services. The record demonstrates that over the past year there have been approximately 600 calls for service in this area. The proposed business will carry and sell jewelry, electronics, tools, musical instruments and other tangible property and will be a target for further crime in the area. In addition, it has been the City's experience that pawn shops tend to attract variance nuisance activities and other unwanted behaviors. Stolen items are often taken to pawn shops in exchange for cash and other goods. Because of the crime potential associated with pawn shops, there are numerous state laws addressing the operation of pawn shops. Furthermore, the applicant proposed a number of security measures, including an armed guard, which highlights the dangers associated with this type of business. Adding this type of business would have an unwanted, combustible effect on a neighborhood that already experiences an excessive amount of criminal activity.

- Goal LU-6, Policy 6.7, Regulate Sensitive Land Uses. "Appropriately control the location, concentration and number of community sensitive land uses, such as alcohol sales, tobacco products, adult businesses, medical marijuana dispensaries, and entertainment venues, and require operational measures to prevent adverse impacts to adjoining residences, businesses, schools, parks, medical facilities, and religious facilities, consistent with City, State and Federal laws." A pawn shop is a community sensitive land use and locating such a use in a high-crime area is unwise at this time.

- Goal LU-13, Policy 13.7, Reuse of Underutilized Properties. "Encourage the reuse of vacant, underutilized, or obsolete commercial and industrial buildings with higher value uses that are consistent with the General Plan goals and policies." Based on testimony provided at the two public hearings on this matter, the approval of a pawn shop and collateral loan business at this location, which is a gateway to the City, will not encourage higher value land uses.

2. ***That the proposed location of the conditional use and the conditions under which it would be operated or maintained <u>will be</u> detrimental to the public health, safety or welfare, or materially injurious to properties or improvements in the vicinity.***

The Planning Commission, in hearing public testimony at public hearings held on February 19, 2013 and again on March 5, 2013, and considering as a whole the evidence presented to the Planning Commission, the Planning Commission has determined that there exists a significant number of Police Department calls for service in the immediate vicinity of the proposed project and that the proposed project will exacerbate this situation by introducing a business that is traditionally a target of crime and nuisance activity. The applicant's proposed security measures demonstrate the applicant's awareness of this unique crime potential. Accordingly, the approval and operation of the proposed project at that particular location will have a materially injurious impact on other business located within the same center as the proposed project. In fact, property owners within the same center are opposed to the proposed use at this location because of the potential for additional crime.

<u>SECTION 4</u>: PLANNING COMMISSION ACTIONS

The Planning Commission hereby takes the following actions:

1. **Denies Conditional Use Permit.** Due to the testimony presented to and evaluated by the City of Hemet Planning Commission regarding the proposed

use and inconsistencies with the City of Hemet 2030 General Plan, Conditional Use Permit No. 12-007, Hemet Jewelry and Loan, is hereby denied.

PASSED, APPROVED, AND ADOPTED this 2nd day of April, 2013, by the following vote:

AYES: Chairman John Gifford, Vice Chairman Vince Overmyer and Commissioners Michael Perciful and Greg Vasquez
NOES: None
ABSTAIN: None
ABSENT: None

John Gifford, Chairman
Hemet Planning Commission

ATTEST:

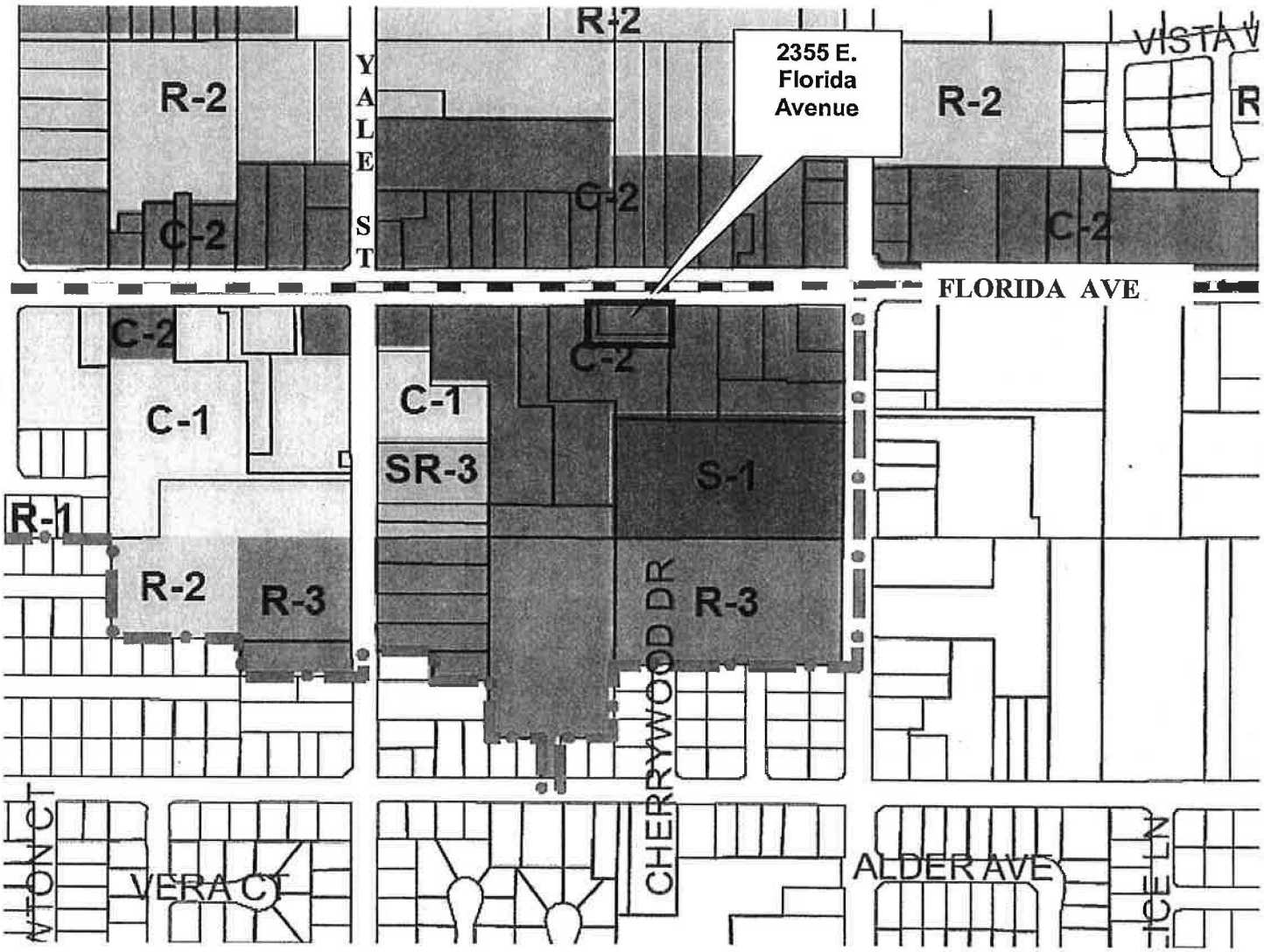
Nancie Shaw, Minutes Secretary
Hemet Planning Commission

Attachment No. 4

Zoning and Vicinity Map

City Council Hearing
May 14, 2013

CONDITIONAL USE PERMIT NO. 12-007
SURROUNDING ZONING MAP



Attachment No. 5

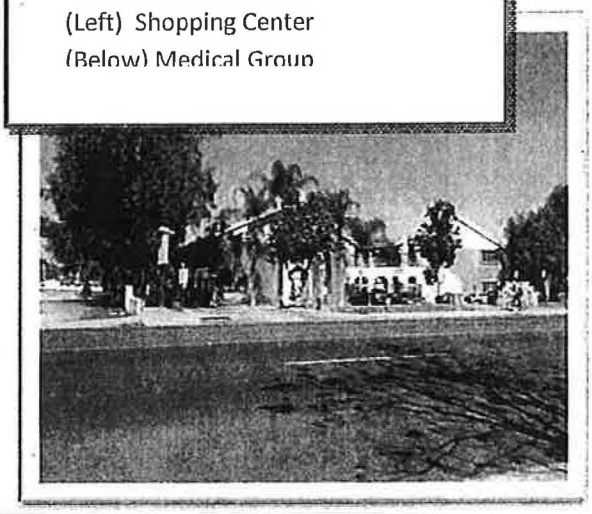
Aerial View and Site Photos

City Council Hearing
May 14, 2013

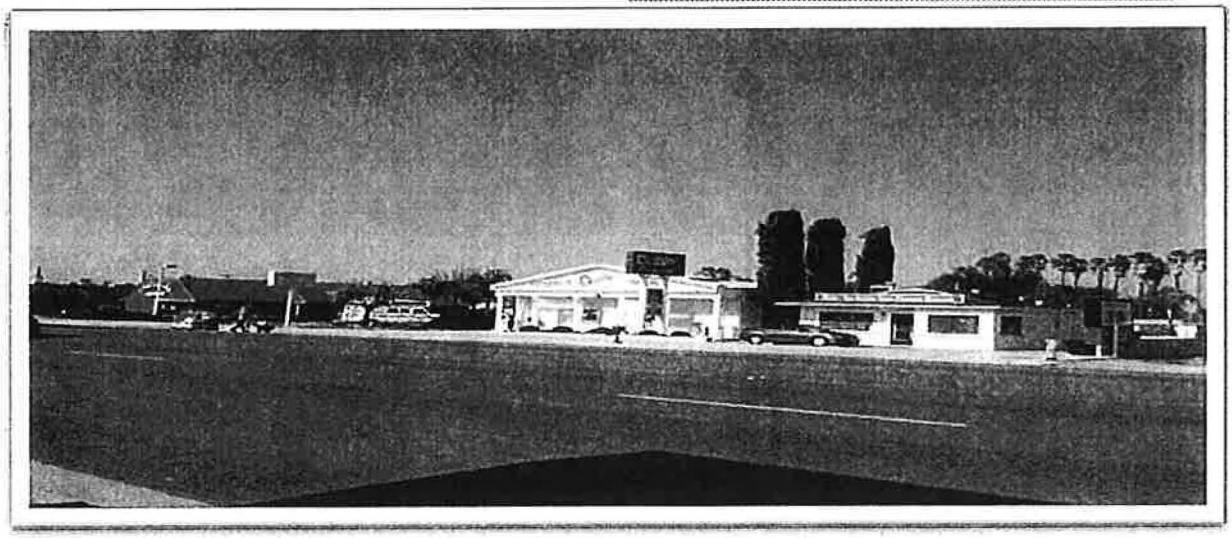
APPEAL 13-001
CONDITIONAL USE PERMIT NO. 12-007
AERIAL and STREET

Adjacent Businesses

North side of Florida Avenue
(Left) Shopping Center
(Below) Medical Group

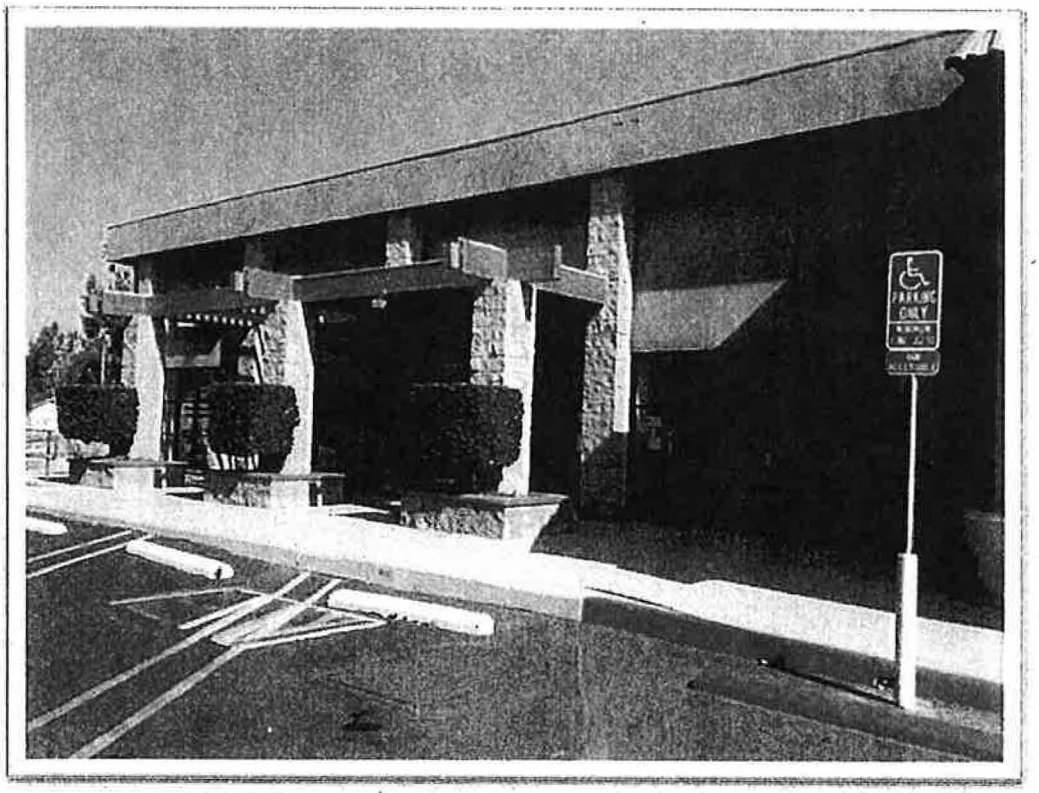


(Left) East of Site
(Below) North side of Florida Avenue

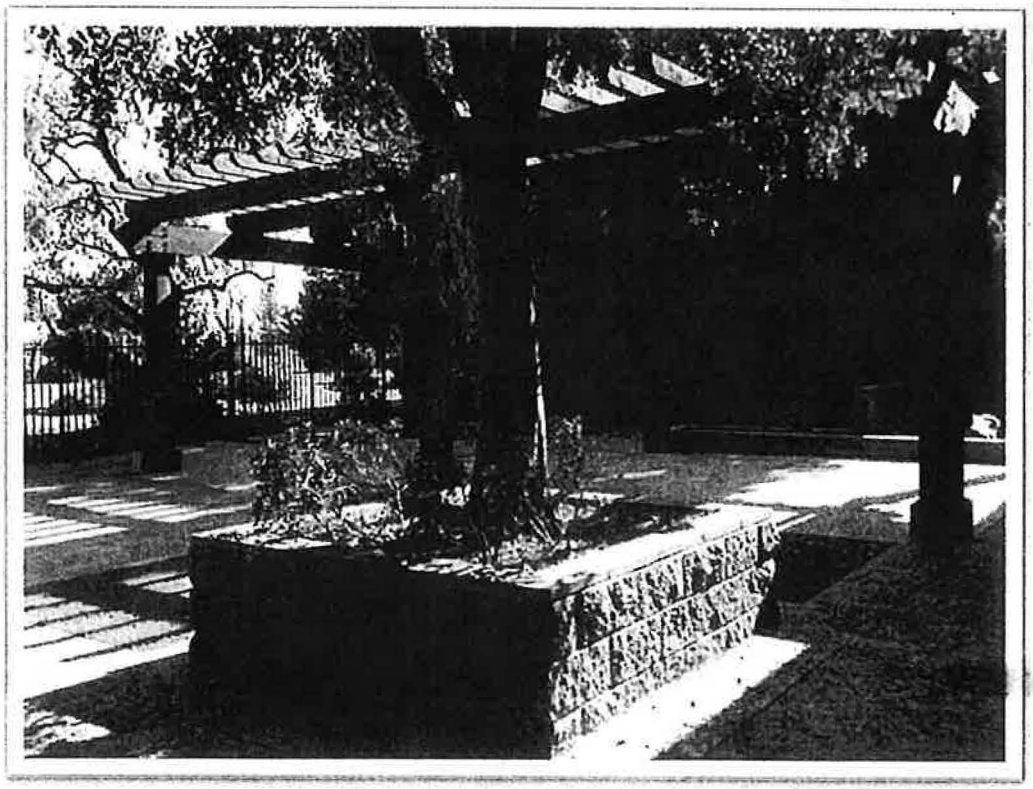


Proposed Hemet Jewelry and Loan

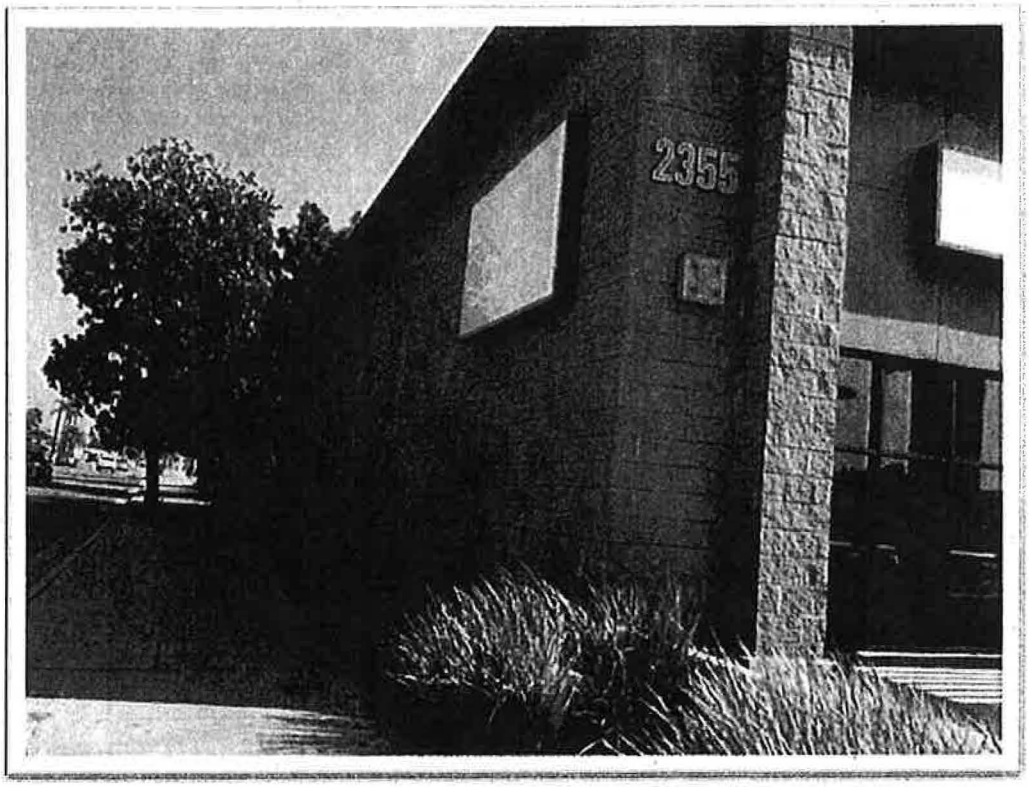
2355 E. Florida Avenue - West Elevation (Front)



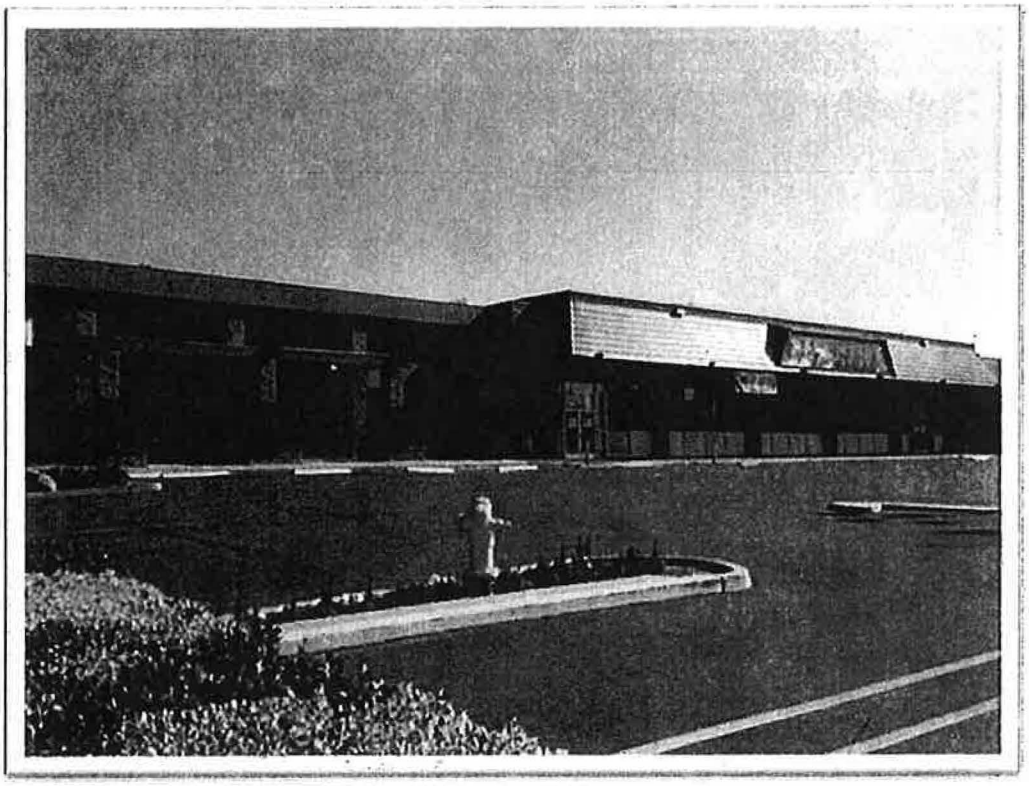
East Elevation (Rear of Building)



North Elevation (Side facing Florida Avenue)

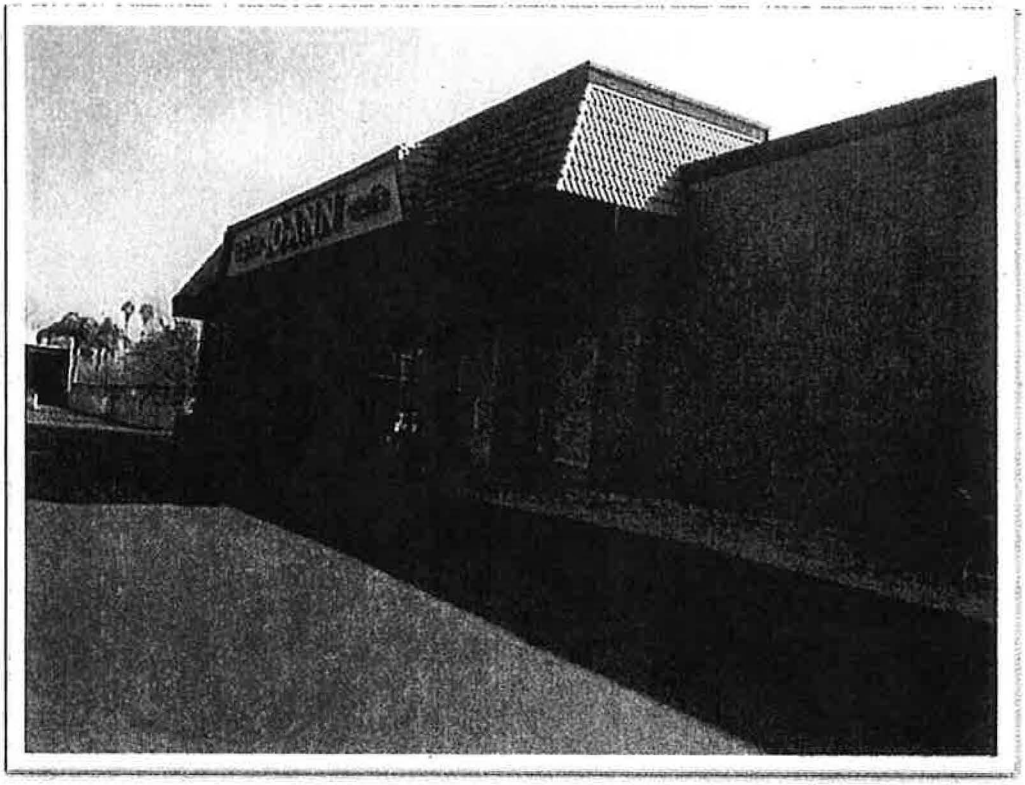


Adjacent Building



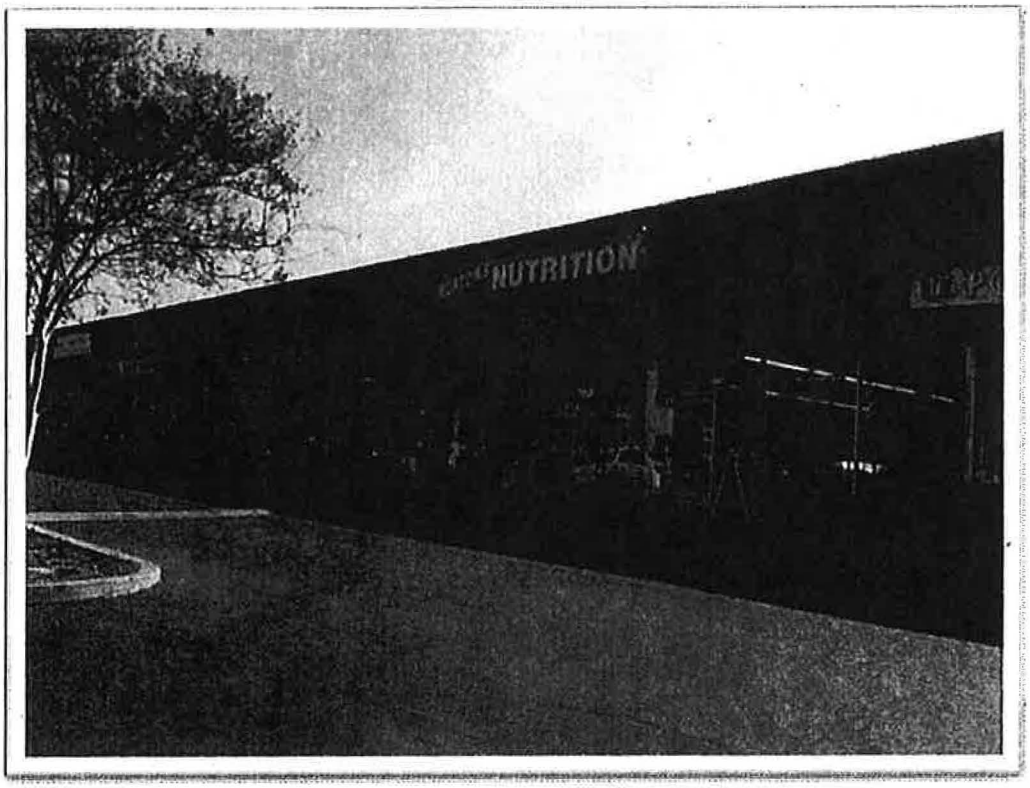
Anchor Tenants

Facing Florida (North)

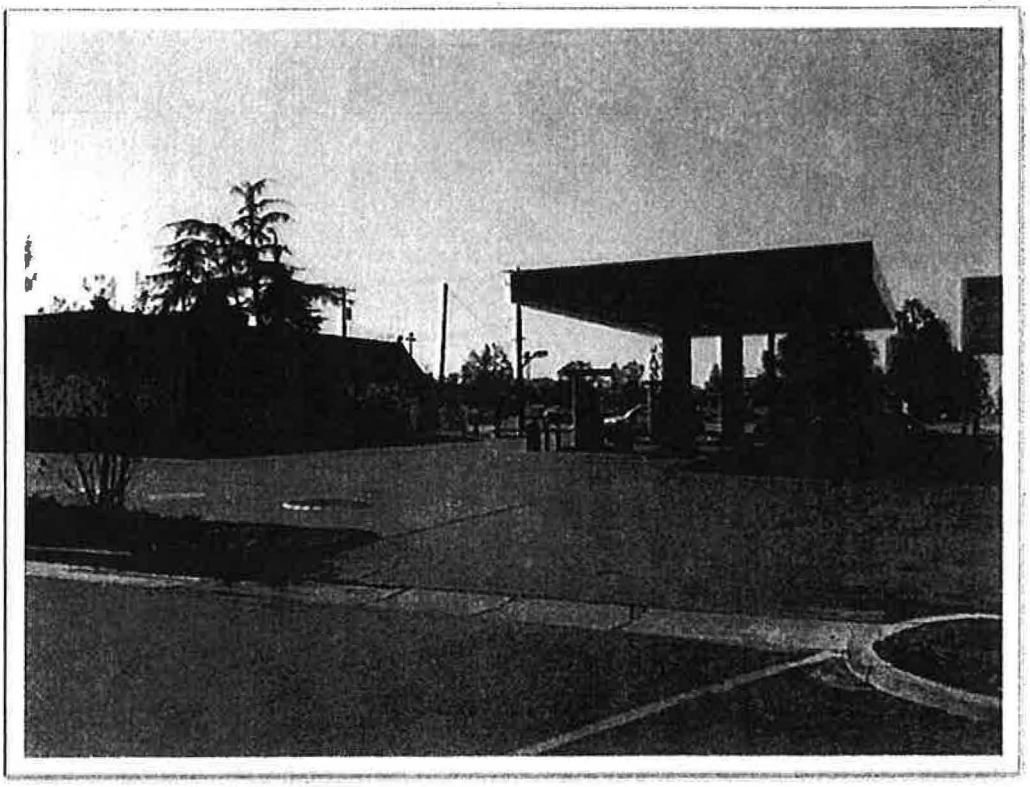


Supporting Shops

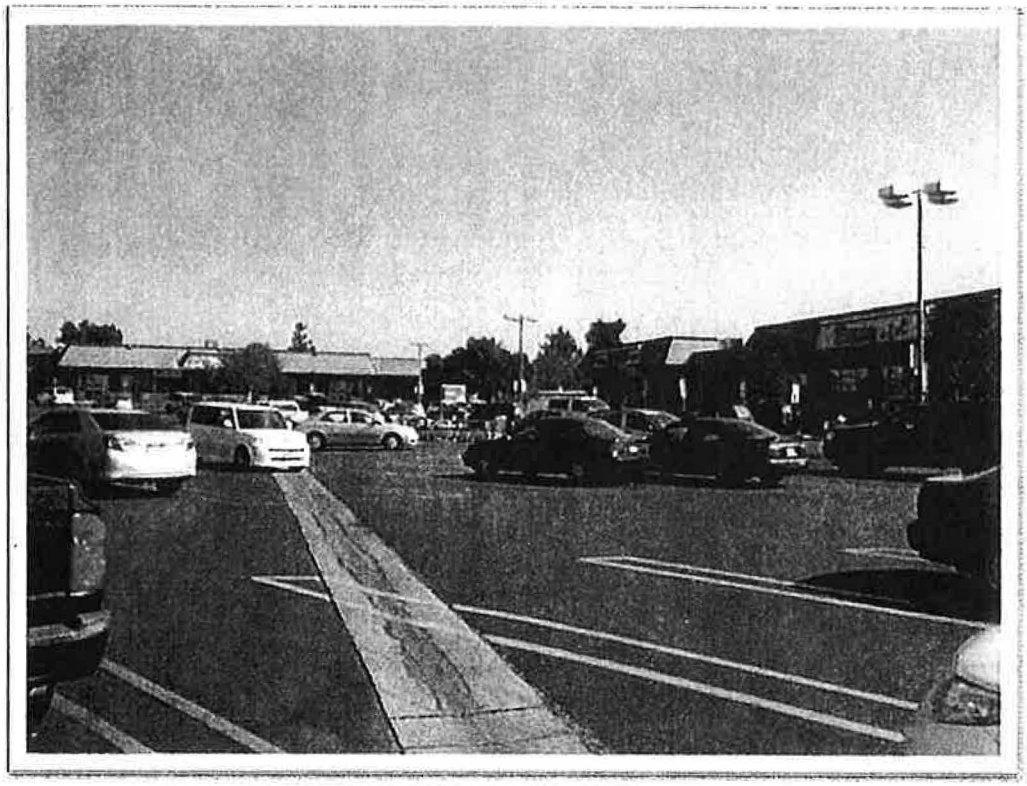
Facing Florida



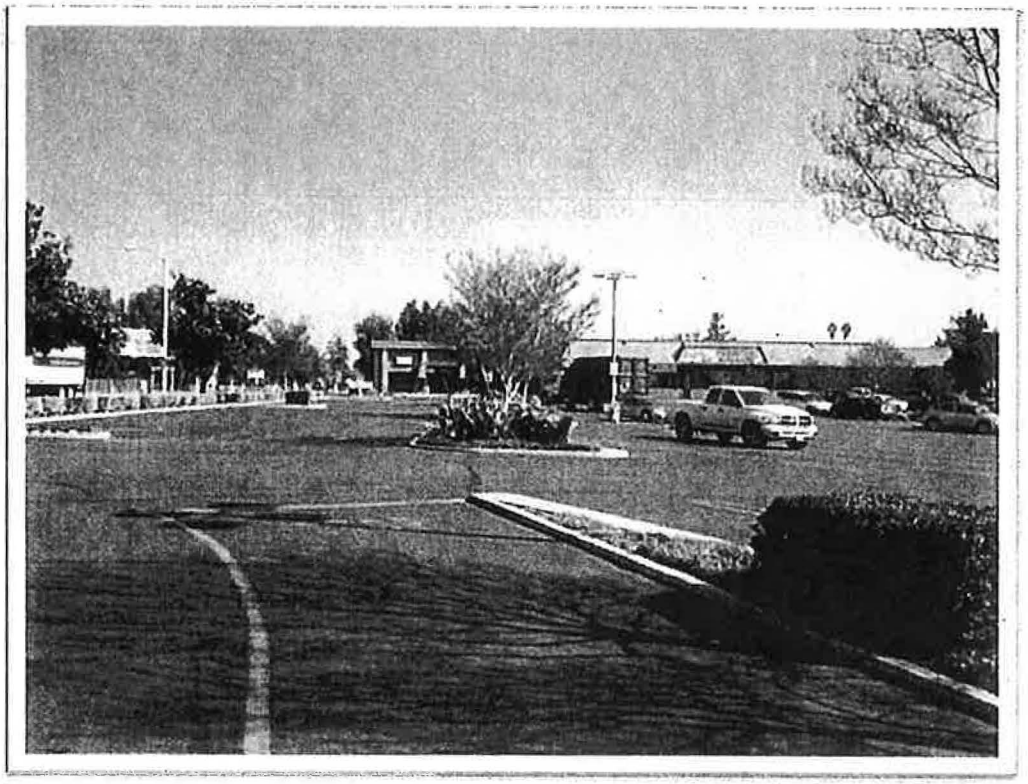
Gas Station/Convenience Store – South East Corner of Florida Avenue and Yale Street



Parking lot and Landscaping



Both views toward East



Attachment No. 6

Planning Commission Staff Report, April 2, 2013

City Council Hearing May 14, 2013

AGENDA #5

Staff Report

TO: City of Hemet Planning Commission

FROM: Deanna Elliano, Community Development Director
Emery J. Papp, Principal Planner

DATE: April 2, 2013

RE: **CONDITIONAL USE PERMIT NO. 12-007 (HEMET JEWELRY & LOAN)** – Consideration of Resolution Bill No. 13-007 affirming the Planning Commission's denial of a Conditional Use Permit for the operation of a collateral loan business (secondhand store/pawn shop) located at 2355 E. Florida Avenue.

PROJECT APPLICANT INFORMATION

Applicant:	Hemet Jewelry and Loan - Eduardo Salas
Agent:	Rosa Salas
Project Location:	2355 E. Florida Avenue
APN:	445-290-022

RECOMMENDED ACTION:

That the Planning Commission adopt Planning Commission Resolution Bill No. 13-007 denying CUP 12-007.

BACKGROUND:

A public hearing for Conditional Use Permit No. 12-007 for Hemet Jewelry and Loan was held by the Planning Commission at its regularly scheduled meeting on February 19, 2013. The public hearing was continued to March 5, 2013, where the Planning Commission considered the proposed location for the use and operation of Hemet Jewelry and Loan, a secondhand store and pawn shop. The Planning Commission Staff Report for the March 5, 2013 meeting is included as Attachment No. 2.

Upon reviewing the proposed use, the staff reports, hearing public testimony and weighing all of the evidence presented both for and against the proposed conditional use on March 5, 2013, the Planning Commission found that the proposed use does not meet the intent of the General Plan Land Use Element, and had the potential to be materially injurious to surrounding businesses in the shopping center and the neighborhood in general.

For the Planning Commission to approve the proposed Conditional Use Permit 12-007, it must make all of the findings pursuant to Section 90-1537(c) of the Hemet Municipal Code. On March 5, 2013, the Planning Commission determined that it could not make Finding No. 1 and Finding No. 2 of the required findings for approval and, therefore, directed staff to prepare Planning Commission Resolution Bill No. 13-007 for denial of the proposed project (Attachment No. 1). The attached resolution for denial of the proposed use contains the findings for why the proposed use cannot be supported, and the justification for making such findings.

Planning Commission Findings for CUP 12-007:

1. That the proposed location, use and operation of the conditional use is not in accord with the objectives of Chapter 90 of the Hemet Municipal Code, the purposes of the zone in which the site is located, is not consistent with the General Plan and does not comply with other relevant city regulations, policies and guidelines; and

2. That the proposed location of the conditional use and the conditions under which it would be operated or maintained will be detrimental to the public health, safety or welfare, or materially injurious to properties or improvements in the vicinity.

Respectfully submitted,

Emery J. Papp
Principal Planner

Reviewed by:

Deanna Elliano
Community Development Director

ATTACHMENTS

1) Planning Commission Resolution Bill No. 13-007 recommending denial of CUP 12-007

2) March 5, 2013 PC Staff Report

INCORPORATED HEREIN BY REFERENCE

City of Hemet General Plan
City of Hemet Zoning Ordinance
Contents of City of Hemet Planning Department Project File CUP12-007

Attachment No. 7

Planning Commission Staff Report, March 5, 2013

City Council Hearing May 14, 2013

AGENDA #5

Staff Report

TO: City of Hemet Planning Commission

FROM: Deanna Elliano, Community Development Director
Emery J. Papp, Principal Planner

DATE: March 5, 2013

RE: **CONDITIONAL USE PERMIT NO. 12-007 (HEMET JEWELRY & LOAN)** – A request for Planning Commission review of a Conditional Use Permit for the operation of a collateral loan business (secondhand store/pawn shop) located at 2355 E. Florida Avenue, with consideration of an Environmental Exemption pursuant to CEQA Guidelines Section 15301.

PROJECT APPLICANT INFORMATION

Applicant:	Hemet Jewelry and Loan - Eduardo Salas
Agent:	Rosa Salas
Project Location:	2355 E. Florida Avenue
APN:	445-290-022

RECOMMENDED ACTION:

That the Planning Commission EITHER:

1. Adopt Planning Commission Resolution Bill No. 13-003 approving CUP 12-007 subject to the Conditions of Approval (Attachment No. 1),

OR

2. Deny the proposed Conditional Use Permit subject to the appropriate findings and direct staff and the City Attorney to prepare a revised Resolution for formal adoption by the Commission at a subsequent meeting.

BACKGROUND:

A request for a Conditional Use Permit for Hemet Jewelry & Loan was introduced to the Planning Commission at its regularly scheduled meeting on February 19, 2013. The Planning Commission Staff Report and Attachments from the February 19th meeting are included as Attachment No. 1.

Chairman Gifford and Commissioner Vasquez were absent from the February 19, 2013 meeting due to illnesses, however, through written correspondence Commissioner Vasquez had requested that the Commission continue the public hearing in order that he

may be present for the discussion of the proposed use. At the close of the public testimony regarding the project, the Commission voted to continue the public hearing to this meeting of March 5, 2013.

The Planning Commission hearing had been publicly noticed and, therefore, Soledad Carrisoza, Planning Technician presented the staff report of record. After staff's presentation, Vice Chairman Overmyer opened the hearing for public comment. The Applicant spoke to present that the owners of the business have had good working relationships in the two jurisdictions where they currently operate stores, have had no occurrences of theft or calls for service, and have maintained excellent working relationships with local law enforcement agencies.

The Applicant also spoke to the fact that due to the continued recession, there is a demand for this service within the City limits. Included as Attachment No. 3 is a list of the pawn shops and secondhand dealers currently conducting business in Hemet. The Applicant is intending to operate as both a pawn broker (collateral loan) and a secondhand dealer (buy and sell) operation. There are currently three active pawn brokers located in the City and 11 secondhand coin or jewelry dealers. The Hemet Municipal Code does not specifically list secondhand gold or coin stores as these have previously been classified as "jewelry or coin" establishments.

Howard Rosenthal, who represents property owners within the center in which the proposed use is to be located, spoke in opposition to the proposed use, citing the following concerns: 1) the proposed use is not suitable for this particular location being the "end cap" of in-line shops with frontage along Florida Avenue; 2) pawn shops have the potential of attracting nuisance and other undesirable behaviors; 3) this proposed use is located in an area with high crime rates and known gang activity; 4) there may be Covenants, Conditions and Restrictions (CC&Rs) for the center which prohibit the proposed use; and 5) the proposed location is directly across Florida Avenue from a fine dining restaurant and an established medical center. A follow up email addressed to staff (Attachment No. 2) reiterates these concerns.

After hearing public comment, discussion ensued amongst the Commissioners who agreed to continue discussion of this item to the next regularly scheduled Planning Commission meeting on March 5, 2013 in order for Chairman Gifford and Commissioner Vasquez to participate.

FEBRUARY 19, 2013 PLANNING COMMISSION MEETING FOLLOW-UP:

Responding to the issue of high crime in the area, on February 20, 2013, staff requested from the Police Department the number and type of calls for service within the center, and within the vicinity of the project area for the past year. Police Department records indicate that from February 20, 2012 through February 20, 2013, there were 124 calls for service to locations within the 2200 to 2400 blocks of East Florida Avenue, and 532 calls

for service within the 100 to 299 blocks of South Yale Street, for a total of 656 calls for service in vicinity of the proposed project. The raw numbers also include routine traffic stops, loitering, and non-violent crimes, but the volume of calls is indicative of a problem in the area.

With respect to the concern that pawn shops may not be a permitted use within the center, staff was able to verify with Mr. Rosenthal that the CC&Rs do not address the proposed use. At the time this staff report was prepared, no other public comments had been received.

CONDITIONAL USE FINDINGS:

For the Planning Commission to approve the proposed Conditional Use Permit 12-007, it must make **all** of the following findings pursuant to Section 90-1537(c) of the Hemet Municipal Code. Should the Planning Commission determine that it cannot make **one or more** of the required findings, then the Commission must recommend denial of the proposed Conditional Use, and direct staff to prepare a new Planning Commission Resolution to deny the project. Findings for one or more of the criteria listed below must be supported by reasons why the proposed use cannot be supported.

Required Findings:

1. That the proposed location of the conditional use is in accord with the objectives of this chapter and the purposes of the zone in which the site is located, and complies with other relevant city regulations, policies and guidelines.

2. That the proposed location of the conditional use and the conditions under which it would be operated or maintained will not be detrimental to the public health, safety or welfare, or materially injurious to properties or improvements in the vicinity.

3. That the proposed conditional use will comply with each of the applicable provisions of this chapter, and with other relevant city regulations, policies and guidelines.

The February 19, 2013 Staff Report (Attachment No. 1) contained findings that recommended approval of the proposed Conditional Use.

Respectfully submitted,

Emery J. Papp
Principal Planner

Reviewed by:

Deanna Elliano
Community Development Director

ATTACHMENTS

1) February 19, 2013 PC Staff Report
2) Email from Howard Rosenthal, February 25, 2013
3) Existing Pawn Shops and Secondhand Dealers in the City of Hemet

INCORPORATED HEREIN BY REFERENCE

City of Hemet General Plan
City of Hemet Zoning Ordinance
Contents of City of Hemet Planning Department Project File CUP12-007

Attachment No. 2

Email from Howard Rosenthal CUP No. 12-007

Planning Commission Hearing
March 5, 2013

Emery Papp - Pawn shop cup application

From: "Howard Rosenthal" <howard@rosenthalexcell.com>
To: "'Emery Papp'" <EPapp@cityofhemet.org>
Date: 2/25/2013 4:22 PM
Subject: Pawn shop cup application
CC: <guy@rosenthalexcell.com>, "'nadim hasan'" <nadim5@hotmail.com>, "'Ellen...

Emery,

Please accept this letter by me as property manger for two owners at the Yale and Florida ave shopping Center located on the south east corner, Brock LLC and Nadim Hassan.

The vacant Longs drug building of approximately 27k sft and the in line stores that make up the westerly portion of the center which includes Papa Johns Pizza, mail box store, dry cleaners, art gallery, Norton Nutrition, Pops café, and the taco shop.

The owners above mentioned object to a pawn shop being approved for the vacant 6k sft on the end cap which was once a bank.

This location is across the street from one of Hemet's most prominent Medical Office buildings, C+C Medical, and across from Hemet's highest end Dinner Restaurant, Dattillos.

During the last Planning Commission meeting the pawn Shop representative presented their case/cause and mentioned two disturbing comments:

1. **That they (the pawn shop operator) understand the market and folks are having a tough time and they offer a place where someone that needs money for gas like $50 can get a loan.**
2. **That in their Moreno Valley pawn shop the cops know and trust them and come by all the time and have direct access to their back room. Obviously cops visiting a pawn shop on a regular or consistent basis certainly suggest that pawn shops often "unknowingly" receive stolen goods!**

The last thing Hemet needs in our current tough economy is pawn shops, smoke shops, and check cashing since catering to criminals and financially desperate or drug- ies does not help Hemet to move forward and turns off other business.

We believe that a pawn shop at this location will create an even more difficult time for attracting good retail shops to this location.

Howard Rosenthal, Agent for the two property owners above mentioned.

Attachment No. 3

Existing Pawn Shops and Secondhand Dealers in City CUP No. 12-007

Planning Commission Hearing
March 5, 2013

Business Name Address & Phone Number	Pawn Brokers License Issue Date Owner Name	Second Hand Dealers License Issue Date Owner Name	Certificate of Occupancy Issue Date Business Description	Business License Number	Zone	Notes	CUP or Permitted
Buy, Sell, Loan Pawn Shop 318 E. Florida Avenue 951.929.6376	#3308-0997 01/01/2010 Robert Hundley			#24757	D-1	**No C of O for this location - BL not paid for 2013**	
Cindy's Pawn 400 E. Florida Avenue 951.652.1720	#3308-0998 03/18/1993 Ken D. Smith		#3749 05/29/2001 Colateral Loan/Retail	#18070	D-1		Pawn Allowed - Grandfathered
Early Payday, Inc 529 N. San Jacinto Street 951.765.0922	#3308-0996 03/23/2009 Patrick Rogers		#3995 12/26/02 Check Cashing Payday Loans & Assoc Services	#25552	C-2		Pawn Allowed - Grandfathered
A-1 Coins, Inc 330 N. Sandeson Avenue 888.228.4152		#3308-1024 02/24/2011 Consuelo Wild	CO1102-024 03/15/2011 Coin Store	#36121	C-1		Coin allowed in C-1, C-2, CM, D-1, D-2
Capitol Gold Exchange & Jewelry 1308 W. Florida Avenue 951.306.8089		#3308-1026 07/07/2011 Daniel Vargas Jr.	CO1106-006 06/30/2011 Jewelry repair, sales and coins	#36492	C-1		Jewelry, Coin allowed in C-1, C-2, CM, D-1, D-2
Ed's Coins 3349 W. Florida 951.652.3030		#3308-1028 05/18/2011 Edward J. Bowen	CO0903-010 03/30/2009 Buy/Sell Coin	#33768	C-2		Coin allowed in C-1, C-2, CM, D-1, D-2

Estate Jewelry & Coin Exchange 292 N. San Jacinto Street 951.260.3109		#3308-1016 10/15/2009 Terry M. Fine	CO0907-009 08/26/09 Jewelry & Coin	#34540 I	C-1		Coin allowed in C-1, C-2, CM, D-1, D-2
Quick Fix Jewelry Repair 2200 W. Florida Avenue #310 951.925.5777		#3300-1087 07/10/2011 Samuel Rangel	CO1208-010 09/26/12 Jewelry and Buy Gold	#37823	C-2		Jewelry Store permitted in C-1, C-2, CM, D-1, D-2
Gamestop #5594 1119 S. Sanderson Avenue 951.658.9090		#3308-1014 01/17/2010 Robert Lloyd	CO0509-001 09/02/2005 Retail	#28768	C	Page Plaza	Buys used games
Got Gold? 104 E. Florida Avenue 951.206.3067		#3308-1023 10/05/2010 Frank J. Neu	CO1109-009 Watch Repair and purchase scrap gold	#35046	D-1	**BL Not Paid Moved from 121 E. Florida**	Allowed in D-1
Premier Coins & Bullion Exchange 231 E. Florida Avenue 951.652.2411		#3308-1012 05/30/2010 Lyle Henry	CO1102-021 03/02/2011 Buy/Sell Coins & Jewelry	#29670	D-1		Coin allowed in C-1, C-2, CM, D-1, D-2.
Samuels Jewelers 2200 W. Florida Avenue #215 951.652.7891		#3308-1020 05/06/2010 Robert J. Herman		#07503	C-2	**No C of O**	Jewelry Store permitted in C-1, C-2, CM, D-1, D-2
Coin Shack 210 W. Florida Avenue 951.925.5767		No License required according to business owner	CO0307-019 08/04/03 Coins	#26358	D-1		Coin allowed in C-1, C-2, CM, D-1, D-2

Valley Gold & Coin 220 E. Stetson Avenue #252 951.205.7429		#3308-1029 08/23/2011 Valley Gold & Coin	CO1108-013 10/05/11 Buy Sell Gold	#36636	C-2		Coin allowed in C-1, C-2, CM, D-1, D-2

Attachment No. 8

Planning Commission Staff Report, February 19, 2013

City Council Hearing May 14, 2013

AGENDA # 6

Staff Report

TO: City of Hemet Planning Commission

FROM: Deanna Elliano, Community Development Director
Soledad Carrisoza, Planning Technician

DATE: February 19, 2013

RE: **CONDITIONAL USE PERMIT NO. 12-007 (HEMET JEWELRY & LOAN)** – A request for Planning Commission review of a Conditional Use Permit for the operation of a collateral loan business (secondhand store/pawn shop) located at 2355 E. Florida Avenue, with consideration of an Environmental Exemption pursuant to CEQA Guidelines Section 15301.

PROJECT APPLICANT INFORMATION

Applicant:	Hemet Jewelry and Loan - Eduardo Salas
Agent:	Rosa Salas
Project Location:	2355 E. Florida Avenue
APN:	445-290-022

RECOMMENDED ACTION:

The Planning Staff recommends that the Planning Commission:

1. **Adopt Planning Commission Resolution Bill No. 13-003** approving CUP 12-007 subject to the Conditions of Approval (Attachment No. 1), and;
2. Direct staff to file a Notice of Exemption with the County Clerk.

BACKGROUND:

On September 18, 2012, the Applicant submitted an application for a Conditional Use Permit, requesting approval for a collateral loan (pawn shop) business located at 2355 East Florida Avenue in the General Commercial (C-2) Zone. The proposed tenant space is about 6,000 square feet, has been unoccupied for several years, and last operated as a bank. The City of Hemet Zoning Code, and the Land Use Matrix for commercial uses does not specifically address collateral loan or pawn shop operations but a Planning Director Determination made in 2007 requires approval of a Conditional Use Permit for pawn shops in the C-2 zone to ensure that the Planning Commission and City staff has an opportunity to review and condition the project. A Con ditional Use Permit is an

entitlement that provides special consideration of certain types of land uses in a particular zone. For such uses, certain safeguards and conditions may be required to protect the public health, safety, convenience and general welfare. The Planning Commission is the approving body for Conditional Use Permits and its action is final unless the decision is appealed to the City Council.

Initially, staff had concerns about the prospect of a pawn shop operating at this prominent location on Florida Avenue. Pawn shops have the potential of attracting nuisance activity and behaviors that are unwanted in the community. However, through the Development Review Committee process, the Police Department was able to run background reports on the other operations of the Applicant and determined that he operates responsibly in the Cities of Moreno Valley and Yucaipa, has been very cooperative with local law enforcement, and has had few incidents or calls for service. Provided the Applicant agrees to the attached conditions of approval, the Police Department has no additional concerns regarding the proposed use. However, in addition to the proposed pawn shop, the Applicant has expressed a desire to sell new firearms from this location in the future. The Planning Division and the Hemet Police Department do not support the sale of firearms from this business and have included as a condition of approval that no firearms or ammunition are to be sold.

If approved, the proposed pawn business will operate as Hemet Jewelry and Loan. Hemet Jewelry and Loan proposes to purchase, take in trade, and take in pawn, except for consignment items such as jewelry, electronics, musical instruments, tools and most "tangible property" of value. In order to operate a collateral loan business a secondhand dealer license issued by the State of California Department of Justice is required and will be processed and approved by the City of Hemet Police Department.

EXISTING OPERATIONS AT OTHER LOCATIONS:

Presently the business owner operates two Jewelry and Loan stores, one in Moreno Valley and one in Yucaipa. In order to operate a collateral loan business or pawn shop a business owner is required to obtain a secondhand dealer license from the State of California. The City of Hemet Police Department reviews and approves secondhand dealer licenses and ensures that all provisions of Local, State and Federal law are implemented and monitored.

Items brought in to the shop by a customer either to be purchased by the shop or for a loan (pawn) are identified with a written description and a photo of the item and, if applicable a serial number is issued to the item. A contract is made with the customer explaining fees and payment due dates. The customer signs this contract and is given a copy. The Police Department is also given a copy of this information on a daily basis. The applicant has stated that in addition to the above a photo is taken of the customer as well as driver's license or other identification information.

With this process in place, stolen items reported to the Police department can be compared to items brought into the pawn shop. If it is determined there is a match, the Police Department has a description and contact information of the probable thief. If a customer refuses to have a photo taken or provide identification information, the business owner will not make a transaction with this individual.

The Applicant has stated he presently takes precautionary and security measures at his present store locations. Security cameras are in place to record all counter and display area activity. The business owner states he keeps the video recordings for several years. All jewelry and small items such as cameras, small electronics, etc. are removed from the display cases and placed in a locked area out of public view at the end of each day. The business owner also employs security personnel to be on site at both stores and has installed roll-up door doors located on the interior of the building covering the front windows and doors during the times the store is closed for business.

The applicant has stated he has never been robbed and feels having security personnel on site as well as surveillance equipment has helped in this regard.

City of Hemet Police staff obtained the following information regarding the applicant, Eduardo Salas in relation to the stores he operates in Yucaipa and Moreno Valley..."the investigations Sgt. in Yucaipa whose division handles the pawns said the store is relatively new (approximately a year old) and has not had any negative experience with them or concerns/complaints about them"..."a deputy for Moreno Valley PD spoke very highly of Valley Jewelry and Mr. Salas. He said he is cooperative with law enforcement and is pro-active in contacting them if he suspects stolen property or comes across property they have asked him to watch out for. He has interacted with Mr. Salas for at least 5 years while working robbery/burglary details and had nothing but positive things to say about the way he conducts his business and the interaction the agency has had working with him."

In preparation of this staff report, Planning staff contacted the Hemet Police Department to determine if there were any concerns with the proposed use. Staff was informed that the Police Department had no additional concerns beyond those expressed in the Conditions of Approval.

PROJECT SETTING

The project site is located at 2355 E. Florida Avenue in an in-line shopping center. The entire shopping center is approximately 7.5 acres. Most of the tenant spaces in the center are occupied with the exception of the two large buildings facing westward and one small space facing north. Some of the present tenants include several restaurants, a

craft store, a discount grocery store, a discount clothing store and a gas station with convenience store on the corner of the center among others.

City records indicate the project site was part of an annexation approved by the City Council in 1971. Records do not indicate the year the project building nor the center in which it is located in were constructed. The building is located within an L shaped, in-line shopping center with parking and landscaping within the center facing Florida Avenue and Yale Street. The shopping center is on the south east corner of Florida Avenue and Yale Street with a gas station/convenience store located on the corner. The subject building is located at the east end of the inline shops and adjacent Florida Avenue with the main entrance facing west toward Yale Street. This building was last occupied by a bank and has remained vacant for several years. Major tenants in the center include Jo-Ann's Fabric and Crafts, Sav-A-Lot, Family Dollar, Papa John's Pizza, and several in-line specialty retail stores and small restaurants.

The subject building sets on its own parcel within the center. This parcel is approximately 15,682 square feet, and the building is 6,000 square feet. Within the property lines there are: six parking stalls including one disabled space, the building front with side walk and planters and a court yard at the rear of the building. The building has been vacant for several years and previously operated as a bank. Although the building has been vacant for several years the present owner has maintained the building in good repair and appearance. The sale of the property to the proposed business owner is contingent upon the approval of a Conditional Use Permit.

The Applicant proposes to reconfigure the interior of the building with new non-bearing partition walls that will create a showroom display space of approximately 1,922 square feet. The main entrance opening into the showroom will be centered between the new partition walls. The majority of the rest of the existing interior will remain in its present configuration, with some modifications needed for ADA accessibility to two restrooms. Exhibit No. 1B provides the site plan and the interior floor plan layout.

The project setting can also be seen in the following materials attached to this staff report:

- Aerial Map (Attachment No. 2)
- Photographs of Site (Attachment No. 3)
- Surrounding Zoning Map (Attachment No. 4

The surrounding property Land Uses, Zoning, and General Plan designations are found in the following Table:

	LAND USE	ZONING	GENERAL PLAN
PROJECT SITE	Shopping Center	C-1 (Neighborhood Commercial) and C-2 (General Commercial)	CC (Community Commercial)
NORTH	Individual Shops and Small Shopping Center	C-2 (General Commercial)	CC (Community Commercial)
SOUTH	Apartments Units and A Church	SR3 (Senior Apartments) and S-1 (Church)	CC (Community Commercial)
EAST	Commercial Buildings	C-2 (General Commercial)	CC (Community Commercial)
WEST	Shopping Center	C-1 (Neighborhood Commercial)	CC (Community Commercial)

PROJECT DESCRIPTION:

The Applicant is requesting approval of a Conditional Use Permit for the operation of a collateral loan business (pawnbroker, secondhand dealer). In addition to the pawn business, the business owner casts and sells custom gold jewelry and plans to sell new firearms in the future. Planning Division staff and the Hemet Police Department do not support the sale of firearms from this location and have added Condition No. 27 prohibiting the sale of firearms and ammunition. The proposed hours of operation are Monday through Sunday 9 a.m. to 9 p.m. with 8 to 10 employees.

The proposed business will operate as Hemet Jewelry and Loan. Hemet Jewelry and Loan proposes to purchase, take in trade, take in pawn, and accept for consignment items such as jewelry, electronics, musical instruments, tools and most "tangible property" of value. In order to operate a collateral loan business a secondhand dealer license issued by the State of California Department of Justice is required.

The Applicant has stated precautionary and security measures shall be taken to avoid theft. Security cameras shall be in place to record all counter and display area activity. Planning staff and the Police Department recommend as a condition of approval that exterior entrances to the building and other exterior areas where people may congregate are also monitored with security cameras.

As with current business practices at the Applicant's other locations, all jewelry items shall be removed from display cases and placed in a large vault located out of public view at the end of each day. This building is equipped with a large vault as this building operated as a bank in the past. The business owner also proposes to employ security personnel to be on site and also proposes installing roll-up doors located in the interior of the building covering the building front windows and doors during the times the store is closed for business.

Before opening for business the owner proposes the completion of interior, tenant improvements to include non-bearing walls and counter areas, and intends to upgrade the landscaping at the rear of the building by performing trimming, removal and replacement of dead shrubs and other plant materials, refurbishing the existing irrigation system, and making this a desirable employee break area.

ANALYSIS:

Proposed Use of the Site: In 2007, the Planning Director made a determination that absent any development, operational, or locational standards in the Hemet Municipal Code, pawn shops may be conditionally permitted on a case by case basis. This determination was made to prevent a proliferation of such uses which have the potential to attract unwanted activity and behaviors. A review of the proposed operations, set-up and display of in-store items, businesses practices of the owner, and his track record at two other existing locations, Planning staff and the Police Department feel that this use at this location, subject to the attached conditions of approval, would be appropriate. There are currently three pawn shops located within the City limits in the Downtown area. None of them are located in the east end of the Florida Avenue corridor. There are, however, existing pawn shops in East Hemet which are under the jurisdiction of Riverside County. The closest such location is within the State Brothers Shopping Center at the south east corner of Florida Avenue and Stanford Street.

The existing center in which the proposed use will be located is a fully developed commercial shopping center with ample parking, sufficient lighting, and meets the requirements for emergency vehicle access and other vehicular and pedestrian circulation, and landscaping. A more in-depth analysis regarding the existing conditions of the center is discussed in the sections below.

Site Plan/Site Design: The businesses facing north toward Florida Avenue include two restaurants, a takeout pizza store, an art gallery, cleaners, a health food store, a health drink shop, an insurance office and a needle craft store, with one vacant tenant space. Further east within the site there are three larger buildings occupied by Family Dollar; a discount clothing store, Save-A-Lot; a discount grocery store and JoAnn's; a craft store.

There are two vacant buildings facing west toward Yale Street at the east end of the center. The one adjacent to Florida Avenue is the subject building which is 6,000 square

feet and the adjacent building further south is approximately 17,000 square feet and has been vacant for approximately one-year. This building was last used as the Comfort Zone Furniture Store. A gas station/convenience store is located in this center at the southeast corner of the site at the intersection of Florida Avenue and Yale Street.

There are a total of three ingress/egress points to/from to the center; one on Yale Street and two on Florida Avenue. The center appears to have sufficient parking as indicated by the available parking stalls during business operating hours on weekdays and weekends.. Staff was not provided with parking calculations for the entire center but does not view parking as an issue to concern. The existing landscape appears to be well maintained although there are less landscape islands than required by today's development standards.

Architecture: The project building has a contemporary style of architecture. The building is made of block and is basically box shaped with five, building height column articulations at the front elevation and trellis work supported by three shorter columns with planters as an entry feature. The remaining buildings in the center vary in height but all have split face block exteriors and mansard roofs. The Applicant is not proposing any exterior enhancements at this time.

Materials and Colors: The majority of the buildings in the center have split face, medium brown block exteriors with red tile mansard roofs. The project building is made of split face medium brown block with wide fascia trim at the roof line in medium brown. Block column articulations enhance some of the building frontages where others only have glass windows and doors with anodized aluminum frames.

Circulation and Parking: All the drive aisles in the center are two way and meet aisle width requirements. There are three points of ingress and egress on the site, one on Yale Street and two on Florida Avenue, not including the gas station/convenience store. A perimeter road provides access for emergency vehicle access, and to accommodate deliveries and waste disposal. The parking stalls are angled and the only buildings having frontage parking are the buildings facing Yale Street. There are no wheel stops in the center.

Lighting: The parking lot of the center is equipped with lighting that meets the County of Riverside requirements for lighting at the time it was developed. There have been no significant modifications to the center after annexing to the City which would have triggered the requirement for enhanced lighting. The proposed use, however, will be required to upgrade lighting for its own parcel (Conditions of Approval No. 9 and No. 12).

Landscaping: On-site landscape is limited to five-foot wide planters at the project perimeter and landscape islands at the ends of each row of parking stalls. The existing landscape appears to be thriving and well maintained. There doesn't appear to be any bare areas that would require additional vegetation. The subject property has a court

yard in the rear of the building with planters, trellis work, walk ways, shade trees and benches. During a visit by Planning staff, it was noted that basic cleaning, pruning and landscaping maintenance are all that will be required to make this area functional (See Attachment No. 3 – Photographs of Site).

Development Review Committee (DRC) Recommendation

The Development Review Committee (DRC) reviewed the project on December 13, 2012. There were no comments by any of the departments although the Building and Safety Department as well as the Fire department staff had spoken to the applicant prior to the DRC meeting regarding code requirements. During DRC Planning staff obtained operational information from the business owner.

CONSISTENCY WITH ADOPTED GOALS AND POLICIES:

The City of Hemet Zoning Ordinance, Section 90-892 (C) 38 allows for: retail sales shop including, but not limited to, books, hobby, coins....jewelry, firearms, sporting goods, etc. Open from 7:00 a.m. to 9:00 p.m. in the C-2 zone is a permitted use. Open outside the hours of 7:00 a.m. to 9:00 p.m. requires the approval of an Administrative Use Permit.

The Applicant is proposing the operating hours of 9 a.m. to 9 p.m., Monday thru Sunday. The Applicants' operation includes retail items including newly crafted jewelry. The operations relating to pawn brokering and secondhand licenses is not listed in the HMC Land Use Matrix, however, there is a Planning Director Determination allowing pawn shops with approval of Conditional Use Permit.

General Plan Consistency

This proposed use is located in the General Commercial (C-2) designation. This designation provides for general retail, markets, commercial services, restaurants, lodging, commercial recreation, professional offices and financial institutions. General Commercial areas are typically located near residential, office or industrial activity centers and major arterial corridors, and are designated to serve the needs of the community at-large.

Hemet Jewelry and Loan proposes a general retail use offering a convenient and safe environment to its customers who rely on this type of use to obtain collateral loans. The Applicant has stated he has completed a market a study which indicates this type of use serves the needs of the local residents at the east side of Hemet. Planning staff has verified through Business License that there are currently three licensed collateral loan businesses in the City, all within the Downtown area, and there are nine additional secondhand stores, which are not permitted to loan money.

Conditional Use Permit

The proposed project complies with City of Hemet Zoning Code requirements for commercial developments relating to setbacks, building height, parking, lighting and landscaping. Pursuant to a Planning Director Determination, the proposed use may be permitted subject to approval of a Conditional Use Permit.

Article II. Administrative Regulations, Section 90-42. Conditional Use Permits.

> *(a) Purpose. Certain types of land uses require special consideration in a particular zone or in the city as a whole, and possess unique or special characteristics which make automatic inclusion as permitted uses either impractical or undesirable. For such uses, certain safeguards and conditions may be required to protect the public health, safety, convenience and general welfare and to assure compatibility with adjacent uses.*

Attached to this staff report are the proposed Conditions of Approval designed to require security measures for the protection of the employees and to the public and also to discourage theft. See Exhibit 1B.

Section 90-42.5. Findings required. Upon approval of a Conditional Use Permit the following findings shall be made by the approving authority:

Findings:

1. *That the proposed location of the conditional use is in accord with the objectives of this chapter and the purposes of the zone in which the site is located; and,*

   The HMC Zoning Ordinance allows retail sales in the C-2 zone between the hours of 7 a.m. and 9 p.m. as a permitted use. The business owner is proposing operating hours of 9 a.m. to 9 p.m., Monday through Sunday. The items available for sale are items that can be purchased at any retail shop. Retail items shall include: jewelry, watches, electronics, musical instruments, electric tools, etc.

2. *That the proposed location of the conditional use and the conditions under which it would be operated or maintained will not be detrimental to the public health, safety or welfare, or materially injurious to properties or improvements in the vicinity; and*

   The business owner is proposing security measures to ensure the safety of his employees and customers. Surveillance cameras and video equipment is proposed throughout the exterior and interior of the building. Security personnel will also be present during operating hours. The owner had also stated large sums of money will not be kept on the premises.

The building has been maintained very well by the present owner with the exception of the court yard in the rear of the building. The new owner is proposing clean up and repair of that area.

3. *That the use and operation is consistent with the general plan.*

The proposed use is in conformance with the following: 2030 General Plan - Goals and Policies under the Land Use Element:

Citywide Land Use Goal LU-4.3 – Infill Development and Re-Use. *Actively promote the adaptive re-use and infill of economically underutilized, obsolete, and dilapidated commercial and industrial sites.*

PUBLIC COMMUNICATIONS RECEIVED

Property owners located within a 500 foot radius of the project site were notified of the public hearing on February 19, 2013 with a 10-day hearing notice in addition to a public notice in the Press Enterprise.

At the time of report preparation, the Planning Department has not received any letters or comments from the public. Any comments received prior to the time of the scheduled Planning Commission meeting will be provided to the Commission at the time of the public hearing.

CEQA REVIEW.

Section 15300 - Categorical Exemption. This project is exempt from CEQA review as it falls in a class of projects which have been determined not to have a significant effect on the environment. This project is an Existing Facility. Section 15301 - Class 1 consists of the operation, repair, maintenance, permitting, leasing, licensing, or minor alteration of existing public or private structures, facilities, mechanical equipment, or topographical features, involving negligible or no expansion to use beyond that existing at the time of the lead agency's determination.

REPORT SUMMARY

Planning Staff is recommending approval of CUP 12-007 for the operation of a collateral loan service and jewelry store. General retail and jewelry retail is permitted by right in the C-2 zone. Collateral loan services (pawn shops) are not listed in the land use matrix, however, based on a Planning Director Determination made in 2007; such services may be permitted with approval of a Conditional Use Permit. For the safety of his employees and the public, the Applicant is proposing surveillance cameras throughout the interior and on-site security personnel.

Through the Development Review Committee process, the City of Hemet Police Department has conducted an informal reference check on the Applicant for the proposed Conditional Use and has determined that the Applicant runs two successful businesses with few incidents or other calls for service. In addition, when incidents have been reported, the Applicant has been very cooperative with law enforcement agencies. The Police Department has informed Planning staff that subject to the attached conditions of approval, the Police Department has no additional concerns and does not oppose the proposed use.

Additionally, prior to conducting business, the Applicant is required to obtain pawnbroker/secondhand licenses from the Department of Justice who regulates has strict record keeping requirements, and these must be approved by, and enforced by the City of Hemet Police Department. The Applicant who operates two collateral loan services in the Inland Empire upholds such requirements and is in good standing with the local authorities and the Department of Justice.

Respectfully submitted,

Soledad Carrisoza

Soledad Carrisoza
Planning Technician

Reviewed by:

Emery J. Papp
Principal Planner

SC/ns

ATTACHMENTS

1) PC Resolution Bill No. 13-003 approving CUP 12-007
   - Exhibit 1A – Conditions of Approval
   - Exhibit 1B – Site Plan and Interior Floor Layout
2) Aerial View and Street View
3) Photographs of Site
4) Surrounding Zoning Map
5) Statement from Applicant

INCORPORATED HEREIN BY REFERENCE

City of Hemet General Plan
City of Hemet Zoning Ordinance
Contents of City of Hemet Planning Department Project File CUP12-007

Attachment No. 1

Resolution 13-003

Planning Commission
Hearing
February 19, 2013

CITY OF HEMET
Hemet, California
RESOLUTION BILL NO. 13-003

A RESOLUTION OF THE PLANNING COMMISSION OF THE CITY OF HEMET, CALIFORNIA APPROVING CONDITIONAL USE PERMIT NO. 12-007 FOR THE OPERATION OF A COLLATERAL LOAN BUSINESS (PAWNSHOP) LOCATED AT 2355 E. FLORIDA AVENUE (APN 445-290-022).

WHEREAS, an application for Conditional Use Permit No. 12-007 (Hemet Jewelry & Loan) for the operation of a collateral loan business (pawn shop) has been duly filed by:

Owner:	Hemet Jewelry & Loan – Eduardo Salas
Applicant:	Eduardo Salas
Project Location:	2355 E. Florida Avenue
APN:	445-290-022

WHEREAS, the Planning Commission has the authority per section 90-1531 *et seq.* of the Hemet Municipal Code to take action on Conditional Use Permit No. 12-007 to approve the operation of a collateral loan business (pawn shop); and

WHEREAS, on February 7, 2013, the City gave public notice by advertising in the Press Enterprise and by mailing to property owners within 500 feet, of the holding of a public hearing at which the project would be considered by the Planning Commission; and

WHEREAS, on February 19, 2013, the Planning Commission held the noticed public hearing at which interested persons had an opportunity to testify in support of, or opposition to, the Conditional Use Permit and at which the Planning Commission considered the Conditional Use Permit, and

WHEREAS, Under California Environmental Quality Act (CEQA) Guidelines Section 15301 this project is exempt from CEQA review because it is an existing facility.

NOW, THEREFORE, the Planning Commission of the City of Hemet does Resolve, Determine, Find and Order as follows:

SECTION 1: ENVIRONMENTAL FINDINGS

The Planning Commission, in light of the whole record before it, including but not limited to, the City's Local CEQA Guidelines and Thresholds of Significance, the recommendation of the Planning Director as provided in the Staff Report dated February 19, 2013 and documents incorporated therein by reference, and any other evidence (within the meaning of Public Resources Code §21080(e) and §21082.2) within the record or provided at the public hearing of this matter, hereby finds and determines as follows:

1. **CEQA.** Pursuant to California Environmental Quality Act (CEQA) Guidelines Section 15300 Categorical Exemption. This project is exempt from CEQA review as it falls in a class of projects which have been determined not to have a significant effect on the environment. This project is an Existing Facility. Section 15301 Class 1 consists of the operation, repair, maintenance, permitting, leasing, licensing, or minor alteration of existing public or private structures, facilities, mechanical equipment, or topographical features, involving negligible or no expansion to use beyond that existing at the time of the lead agency's determination.

2. **Multi-Species Habitat Conservation Plan (MSHCP).** The project is found to be consistent with the MSHCP. The project is located outside of any MSHCP criteria area and mitigation is provided through payment of the MSHCP Mitigation Fee.

SECTION 2: CONDITIONAL USE PERMIT FINDINGS

The Planning Commission, in light of the whole record before it, including but not limited to, all documents and other evidence incorporated herein by reference, and any other evidence within the record or provided at the public hearing of this matter (as described by Government Code § 65009), hereby finds and determines as follows:

Findings for Approval

1. **That the proposed location of the conditional use is in accord with the objectives of this chapter and the purposes of the zone in which the site is located;**

   The HMC Zoning Ordinance allows retail sales in the C-2 zone between the hours of 7 a.m. and 9 p.m. as a permitted use. The business owner is proposing operating hours of 9 a.m. to 9 p.m., Monday through Sunday. The items available for sale are items that can be purchased at any retail shop. Retail

items shall include: jewelry, watches, electronics, musical instruments, electric tools, etc.

2. **That the proposed location of the conditional use and the conditions under which it would be operated or maintained will not be detrimental to the public health, safety or welfare, or materially injurious to properties or improvements in the vicinity;**

   The business owner is proposing security measures to ensure the safety of his employees and customers. Surveillance cameras and video equipment is proposed throughout the exterior and interior of the building. Security personnel is also proposed to be present during operating hours. The owner had also stated large sums of money will not be kept on the premises.

   The building has been maintained very well by the present owner with some minor clean up required in the rear of the building. The new owner is proposing clean up and repair of that area.

3. **That the use and operation is consistent with the general plan.**

   The proposed use is in conformance with the following: 2030 General Plan - Goals and Policies under the Land Use Element:

   Citywide Land Use Goal LU-4.3 – Infill Development and Re-Use. *Actively promote the adaptive re-use and infill of economically underutilized, obsolete, and dilapidated commercial and industrial sites.*

SECTION 3: PLANNING COMMISSION ACTIONS

The Planning Commission hereby takes the following actions:

1. **CEQA.** Pursuant to California Environmental Quality Act (CEQA) Guidelines Section 15301 Existing Facilities. Under Categorical Exemption, Existing Facilities are exempt from CEQA review.

PASSED, APPROVED AND ADOPTED this 19th day of February, 2013, by the following vote:

AYES:
NOES:
ABSTAIN:
ABSENT:

John Gifford, Chairman
Hemet Planning Commission

ATTEST:

Nancie Shaw, Minutes Secretary
Hemet Planning Commission

Exhibit No. 1A

Conditions of Approval CUP No. 12-007

Planning Commission Hearing
February 19, 2013

CITY OF HEMET

PROPOSED
CONDITIONS OF APPROVAL

PLANNING COMMISSION HEARING DATE: FEBRUARY 19, 2013

PROJECT NO.:	**CONDITIONAL USE PERMIT NO. 12-007**
APPLICANT:	Hemet Jewelry & Loan – Eduardo Salas
AGENT:	Rosie Salas
LOCATION:	2355 E. Florida Avenue
OCCUPANCY:	This project has been reviewed as an "M" **Occupancy**; any other use will require further review.

Note: Any conditions revised at a hearing will be noted by ~~strikeout~~ (for deletions) and/or <u>underline</u> (for additions), and any newly added conditions will be added at the end of all conditions regardless of the Department originating the condition.

STANDARD CONDITIONS

The following conditions of approval were approved by the City Council as standard conditions of approval for all projects. Questions regarding compliance with these conditions should be directed to the Planning Department at (951) 765-2375.

General Requirements:

1. **CONDITIONAL USE PERMIT NO. 12-007** shall become null and void on **February 19, 2015** (two calendar years from the date of approval), unless use in reliance on the approved Conditional Use Permit is established prior to the expiration date. A time extension may be granted by the Planning Commission in accordance with Hemet Municipal Code, provided a written request for a time extension is submitted the Planning Department prior to the expiration date. No formal notice of expiration will be given by the City.

2. Approval of **CONDITIONAL USE PERMIT NO. 12-007** shall become effective on **March 02, 2013** unless appealed to the Planning Commission by **March 01, 2013** (10 calendar days after action by the Planning Commission). The appeal shall be in writing and shall be accompanied by the required fee.

3. The conditions of approval of this project shall supersede all conflicting notations, specifications, dimensions, typical sections, and the like, which may be shown on the project development plans.

4. This project site shall be developed in accordance with the approved plan(s) and the conditions contained herein.

5. This project shall comply with all sections of the Zoning Ordinance, Subdivision Ordinance and all other applicable Local, State and Federal laws and regulations in effect at the time of the building permit application and/or time of recordation, including the California Building Code, California Fire Code, and City and State Handicapped Accessibility Requirements (California Code of Regulations, Title 24).

6. Prior to the issuance of building permits, the applicant shall be subject to all applicable development fees at the rate in effect at the time of building permit application for the tenant improvement.

7. The applicant shall indemnify, protect, defend, and hold harmless, the City, and/or any of its officials, officers, employees, agents, departments, agencies, and instrumentalities thereof, from any and all claims, demands, law suits, writs of mandamus, and other actions and proceedings (whether legal, equitable, declaratory, administrative or adjudicatory in nature), and alternative dispute resolutions procedures (including, but not limited to arbitrations, mediations, and other such procedures), (collectively "Actions"), brought against the City, and/or any of its officials, officers, employees, agents, departments, agencies, and instrumentalities thereof, that challenge, attack, or seek to modify, set aside, void, or annul, the any action of, or any permit or approval issued by, the City and/or any of its officials, officers, employees, agents, departments, agencies, and instrumentalities thereof (including actions approved by voters of the City), for or concerning the project, whether such Actions are brought under the California Environmental Quality Act, the Planning and Zoning Law, the Subdivisions Map Act, Code of Civil Procedure Section 1085 or 1094.5, or any other state, federal, or local statute, law, ordinance, rule, regulation, or any decision of a court of competent jurisdiction. It is expressly agreed that the City shall have the right to approve, which approval will not be unreasonably withheld, the legal counsel providing the City's defense, and that applicant shall reimburse City for any costs and expenses directly and necessarily incurred by the City in the course of the defense. City shall promptly notify the applicant of any Action brought and City shall cooperate with applicant in defense of the Action. *(City Council Resolution No. 3693, 12-17-02)*

8. Construction activity shall meet the requirements of the Hemet Municipal Code Chapter 30, Article II.

9. Parking lot lighting and public common area lighting shall be low pressure sodium and shall be shielded or designed to direct the lighting downward. All lighting shall be adjusted so that all lighting is contained within the boundaries of the site.

Mechanical Equipment:

10. All electrical and mechanical equipment, including but not limited to, air-conditioning units, electrical boxes, transformers, backflow preventers, and roof-mounted equipment shall be visually screened from public view. Screening shall be in accordance with city standards, to the satisfaction of the Planning Department and in compliance with the Building Code.

PLANNING DEPARTMENT CONDITIONS

The following conditions of approval are project specific and were recommended by the Planning Department. Questions regarding compliance with these conditions should be directed to the City of Hemet Planning Department at (951) 765-2375.

Site Development and Operation:

11. Prior to the issuance of a Certificate of Occupancy for the project site or business activity being commenced thereon, pursuant to Conditional Use Permit No. 12-007, all conditions of approval contained herein shall be completed to the satisfaction of the Planning Department.

12. The Applicant shall maintain and/or upgrade all parking lot lighting, walkway lighting, and security lighting pursuant to Riverside County Ordinance No. 655, Regulating Light Pollution, to the satisfaction of the Community Development Director.

13. Prior to the issuance of a Certificate of Occupancy, the Applicant/Owner shall install security and surveillance equipment to the satisfaction of the Police Department.

14. The hours of operation for the approved use shall be between 9:00 am to 9:00 pm., Monday thru Sunday.

15. There shall be a security guard on site during all operating hours.

16. Keep video for a year and make recordings available to police as requested.

17. Hemet Jewelry and Loan shall comply with all Local, State and Federal rules and regulations as required to obtain and maintain a Secondhand/Pawn brokers' license.

18. Prior to the issuance of a Building Permit, the Applicant/Owner shall coordinate and contract with the City's franchise waste hauler for the removal and disposal of refuse and recyclable materials, and permanent trash service.

19. There shall be no outdoor display of inventory, nor any outdoor activities without an approved Temporary Use Permit (TUP).

20. Outdoor facilities for storage or storage containers of any kind are not permitted.

21. Any uses not specifically permitted as part of, or not determined to be in substantial conformance by the Community Development Director, to this Conditional Use Permit No. 12-007, shall require submittal and approval of an application for the modification of the Conditional Use Permit.

22. Signage is not approved as part of this Project. Signage, in accordance with the Zoning Ordinance Section 90-1251.

23. The Applicant shall maintain the landscaping and irrigation, subject to approval by the Planning Division.

24. The storefront, parking areas, landscape areas, and loading dock area shall be kept free of litter, trash, refuse and debris at all times.

25. Prior to the issuance of a Certificate of Occupancy, the Applicant/Owner shall install "No Loitering" signs at all entrances to the building and other outdoors areas where people congregate.

26. The Applicant/Owner shall remove, or cause to be removed, graffiti occurring on the subject property within 48 hours.

27. There shall be no sale of firearms or ammunition at this location under this approval.

28. Video surveillance and monitoring shall include exterior door entry areas and other common areas where people may congregate.

BUILDING DEPARTMENT CONDITIONS

The following conditions of approval are project specific and were recommended by the Building Department. Questions regarding compliance with these conditions should be directed to the City of Hemet Building Department at (951) 765-2475.

Building Code Requirements

29. Prior to the Certificate of Occupancy, the electrical, plumbing and mechanical systems shall be upgraded in accordance with applicable adopted codes.

30. Prior to the Certificate of Occupancy, existing building(s) shall be brought into conformance with current building and zoning regulations for the intended new use of the building(s).

31. Prior to the Certificate of Occupancy, roofing shall be of an approved Class Material and in satisfactory condition.

Handicap Requirements

32. This project is subject to State Handicapped Accessibility Requirements. (California Code of Regulations, Title 24)

33. Handicapped restrooms shall be provided or installed in accordance with California Code of Regulations, Title 24/California Building Code, and Section 1115(b).

34. Handicapped parking and signage shall be provided or installed in compliance with applicable state and city codes, if off-street parking is provided.

35. All entrances and exists shall be handicapped accessible per California Code of Regulations, Title 24.

36. A handicapped accessible pedestrian access to the site shall be provided.

ENGINEERING DEPARTMENT

The following conditions of approval are project specific and were recommended by the Engineering Department. Questions regarding compliance with these conditions should be directed to the City of Hemet Public Works - Engineering Department at (951) 765-2360.

37. Prior to issuance of an On-site Permit or building permit, whichever occurs first, Engineered Plans will be required if there is any modification to the parking lot to accommodate ADA standards. The parking lot shall be designed in accordance with the City of Hemet Parking Lot Design Criteria contained in the City of Hemet Standard Specification for Public Works Construction, Standards P-400 and 401, Uniform Building Code Title 24, and in accordance with Chapter 90, Article XL of the Hemet Municipal Code. The plans shall include the location of parking lot lighting, lighting standard specifications and required parking lot landscaping.

FIRE DEPARTMENT CONDITIONS

The following conditions of approval are project specific and were recommended by the Fire Department. Questions regarding compliance with these conditions should be directed to the City of Hemet Fire Department, FIRE PREVENTION DIVISION at (951) 765-2450.

Unless specifically stated herein, these conditions shall not be construed to permit or allow deviation from any Federal or State laws nor any of the local codes and ordinances adopted by this jurisdiction. Please contact the Hemet Fire

Department, Fire Prevention Division for any questions regarding compliance with the applicable codes or following conditions:

Agency Approvals

38. Prior to the issuance of a building permit written proof shall be provided from the water purveyor that sufficient capacity is available for fire protection. The minimum required fire flow for this project is 2500 GPM @ 20psi residual pressure for a duration of 2 hours, per 2010 CFC Appendix B. Fire flow and flow duration for buildings without automatic fire protection and having an area in excess of 3,600 square feet shall not be less than specified in Table B105.1.

General

39. The Conditions of Approval for this project shall be included in any site plan or construction plans submitted for permit issuance. Plans will not be approved without reference to these "conditions".

40. This project is subject to review and approval in accordance with the California Code of Regulations, Title 19 for Fire and Life Safety. This project may be subject to an annual inspection and permit from the Hemet Fire Department for this type of occupancy (use).

41. Storage of combustible materials shall be in accordance with the 2010 California Fire Code. High-Piled Storage shall be in accordance with CFC, Chapter 23.

42. Provision for the storage or handling of hazardous materials, as defined by Federal, State, and Local Law, shall be in accordance with CFC, Chapter 27.

43. Storage and handling of flammable and combustible liquids shall be in accordance with the 2010 California Fire Code, Chapter 34 and NFPA 30 (2008), Flammable and Combustible Liquids Code.

Hydrants and Fire Protection Systems

44. An approved water supply capable of supplying the required fire flow for fire protection shall be provided on site when any portion of the building or facility is in excess of 400 feet from an approved water supply on a public street. 2010 CFC Section 507. The location of on-site hydrants and mains shall be approved by the Fire Marshall prior to permit issuance.

45. Prior to combustible construction commencing, install and/or upgrade, as required by the 2010 CFC, street (off-site) fire hydrants pursuant to the City of Hemet Standard Specifications for Public Works Construction. Distance between fire hydrants shall not exceed 300 feet without approval from the Fire Marshal. Fire hydrants shall be located within 150 feet of Fire Department Connections (FDC) for Standpipes and Automatic fire sprinklers.

46. Prior to combustible construction install, as required by the City of Hemet Fire Marshal, on-site fire hydrants pursuant to the City of Hemet Standard Specifications for Public Works Construction. Travel distance along the fire access route shall not exceed 300 ft. between hydrants without approval from the Fire Marshal. CFC Section 507

47. In accordance with the 2010 CFC Section 507, the water system (mains and hydrants) shall be tested and accepted by the Fire Marshal prior to the commencement of combustible construction. Hydrant markers (Blue Dots) shall be installed pursuant to the City of Hemet Standard Specifications for Public Works.

48. In accordance with the 2010 CFC Section 903, as amended and Article II, Chapter 14 of the Hemet Municipal Code, automatic fire sprinklers shall be installed throughout all buildings 3,500 square feet or larger pursuant to NFPA Standards. Systems with 20 heads or more shall be monitored by a UL listed central station alarm system meeting NFPA 72 and City of Hemet requirements.

49. In accordance with the 2010 CFC Section 903, an automatic fire sprinkler system is required throughout all buildings with this occupancy type based on the use(s) proposed. Systems with 20 heads or more shall be monitored by a UL listed central station alarm system meeting NFPA 72 and City of Hemet requirements.

50. In accordance with the CFC Section 904 and CCR Title 19, alternative automatic fire extinguishing systems shall be installed and maintained pursuant to NFPA standards. Prior to installation (or modification) of a fire protection system, complete plans shall be submitted to the City of Hemet Fire Marshal for review and approval.

51. Portable fire extinguishers shall be installed and maintained in accordance with 2010 CFC section 906 and Chapter 3, Title 19 CCR. The type and spacing shall be approved by the City of Hemet Fire Marshal prior to installation.

52. An approved manual, automatic or (manual and automatic) fire alarm/monitoring system shall be installed and tested prior to final inspection in accordance with the 2010 CFC Section 907 and pursuant to NFPA standards. Automatic fire sprinkler systems with 20 heads or more shall be monitored by a UL listed central station meeting the standards of NFPA 72 and City of Hemet requirements.

53. All check valves, post indicator valves, fire department controls, and connections shall be located as required and approved by the Fire Marshal of the City of Hemet. If multiple buildings, each building shall have separate (approved) control valves. A separate permit will be required for all underground piping for fire protection systems.

Fire Department Access

54. Prior to the issuance of a Certificate of Occupancy, "No Parking - Fire Lane" signs, red curbing, street signs and other required markings shall be provided to the specifications of the City of Hemet Fire Marshal in accordance with the 2010 CFC Section 503.3 and California Vehicle Code Section 22500.1.

55. Prior to final inspection, addresses shall be provided on all new and existing buildings in accordance with the 2010 CFC Section 505.

56. In accordance with the 2010 CFC Section 503, security gates if installed, shall be installed with approved automatic devices and/or key switches to allow Fire and Police Department access and egress pursuant to the City of Hemet Municipal Code and Fire Department Standards.

57. Modify driveway and on-site circulation in order to provide additional access for fire apparatus pursuant to 2010 CFC Section 503 (contact the Fire Marshal for specifics). Minimum turning radius for fire apparatus is 52 feet (outside) and 32 feet (inside). Fire access turn-around areas must be clear from obstructions including outside storage, trash enclosures and parked vehicles.

58. A fence enclosure, if installed, shall lead to a safe dispersal area 50-feet from buildings or shall have gates which comply with 2010 CFC Section 1008 which lead to a public way.

Miscellaneous

59. Interior finish, decorative materials and furnishings shall be in accordance in 2010 CFC Chapter 8. Classification and acceptance criteria of interior finishes shall comply with NFPA standards. Interior wall and ceiling finish shall not have a flame spread index greater than that specified in CFC Table 803.3.

60. Prior to the issuance of a Certificate of Occupancy, an electronic version of the final tract map or site plan shall be submitted for fire suppression use. The scale shall be such that the site plan shall be clearly legible, showing all streets, the building footprints and addresses, fire hydrant locations, Knox box locations (if applicable), and access driveways. The format shall be compatible with the latest version of "AutoCAD" or equivalent.

61. No change in use or occupancy shall be made to any existing building or structure unless the means of egress system is made to comply with the requirements for the new use or occupancy in accordance with 2010 CFC Chapter 10.

62. Trash containers with an individual capacity of 1.5 cubic yards or greater shall not be stored in buildings or within 5 feet of combustible walls, openings, eaves, etc. unless protected by an approved means (automatic fire sprinkler system and/or an approved 4-hour fire separation.

POLICE DEPARTMENT CONDITIONS

The following conditions of approval are project specific and were recommended by the Police Department. Questions regarding compliance with these conditions should be directed to the City of Hemet Police Department at (951) 765-2400.

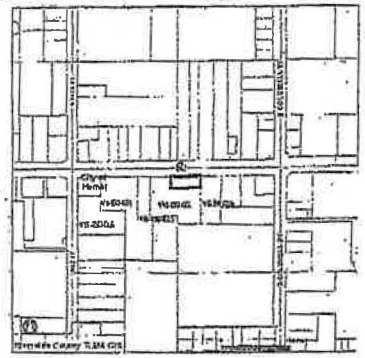
The Police Department has no conditions.

END

Exhibit No. 1B

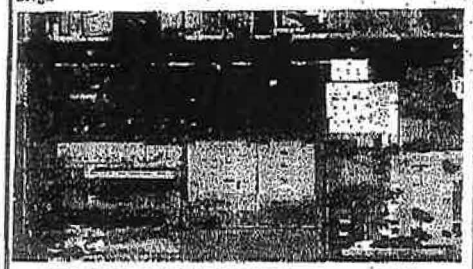
Site Plan and Floor Plan
CUP No. 12-007

Planning Commission Hearing
February 19, 2013



VICINITY MAP

Thomas Bros. map pg. 811, 117 — Not to Scale



AERIAL VICINITY MAP/SITE

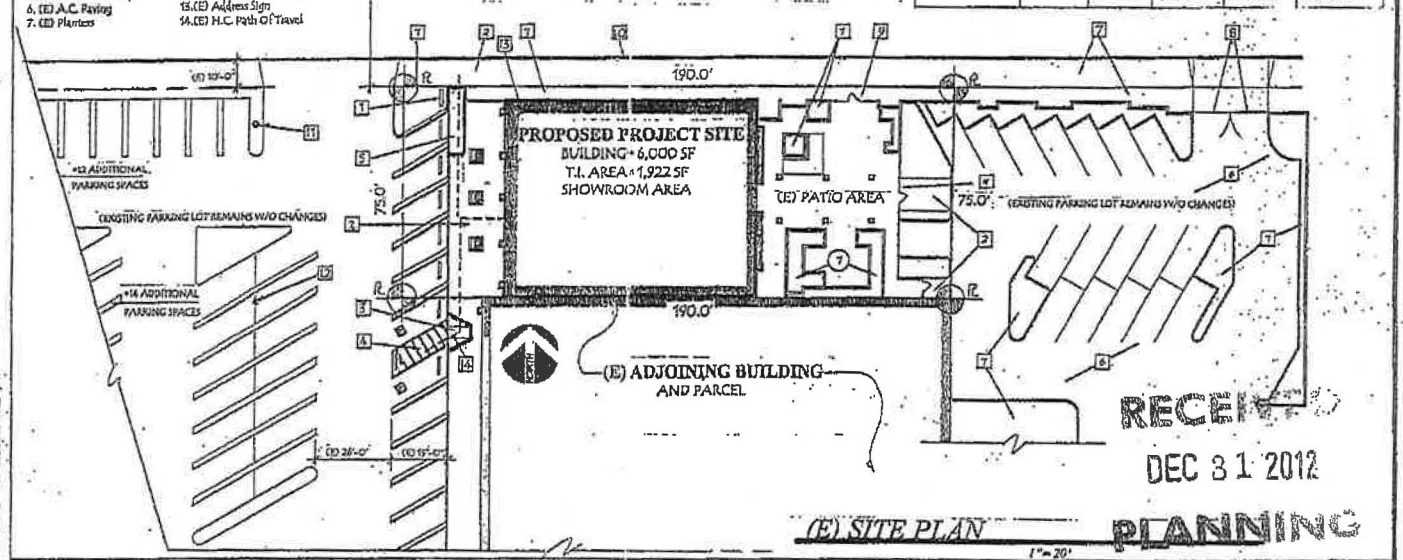
LEGEND

1. (E) Monument Sign
2. (E) Conc. Sidewalks
3. (E) Accessibility Ramp
4. (E) Accessible Parking
5. (E) H.C. Curb Ramp
6. (E) A.C. Paving
7. (E) Planters
8. (E) Gates
9. (E) Iron Fence
10. (E) Curb & Gutter
11. (E) Fire Hydrant
12. (E) Parking & Street Lights
13. (E) Address Sign
14. (E) H.C. Path Of Travel

C/L @ East Florida Ave

OCCUPANCY LOAD DATA

LOCATION	TOTAL BUILDING	GROSS AREA SF	OCCUPANT RATIO	OCCUPANCY LOAD NO.	RESTROOM OCC RATIO
2355 E. FLORIDA AVE	6,000	1,922	30	64	200
	OCCUPANCY LOAD NO.	AVAILABLE SITE EXIT	RESTROOMS PROVIDED	ACCESSIBLE PARKING REQ.	FIRE SPRINKLER SYSTEM REQ.
	64	3	2 F (Female/Male)	1 VAN 1 ALLEYWAY	NO ALARM OK



(E) SITE PLAN

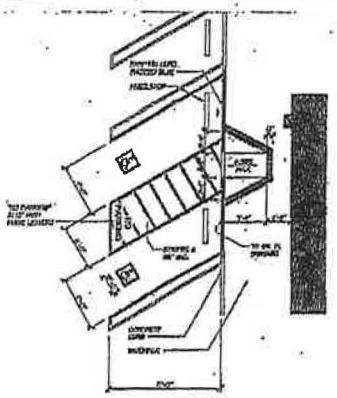
1"=20'

RECEIVED DEC 31 2012 PLANNING

COMMERCIAL BUILDING T.I.

FOR

HEMET JEWELRY & LOAN



EXISTING ACCESSIBLE PARKING

Scale: 1"=10'

A.P.N.: 445-290-022

LEGAL DESCRIPTION: LOT/PARCEL 2 BLOCK P MB 1/14 HEMET LAND CO SUBDIVISION

LEGEND:

ALL WORK SHALL COMPLY/CONFORM WITH CURRENT CODES:

2010 CALIFORNIA BUILDING CODE	2009 INTERNATIONAL BUILDING CODE
2010 CALIFORNIA ELECTRICAL CODE	2008 NATIONAL ELECTRIC CODE
2010 CALIFORNIA MECHANICAL CODE	2009 UNIFORM MECHANICAL CODE
2010 CALIFORNIA PLUMBING CODE	2009 UNIFORM PLUMBING CODE
2008 T-24, CALIFORNIA ENERGY CODE	2010 CALIFORNIA GREEN CODE

OCCUPANCY CLASSIFICATION AS FOLLOWS:

ZONE= C-2, GEN. COMMERCIAL

VB=NON-RATED (E) EXT. BLOCK WALLS/ INTERIOR WOOD FRAME

OCCUPANCY= M

BLDG. HEIGHT= 22'+/-

NUMBER OF STORIES= 1

PROPERTY SIZE= 75'X190'

SCOPE OF WORK AS FOLLOWS:

AREA	EXISTING	NEW (within)	TOTALS
UNIT	6,000.0'	T.I.@1,922.0'	6,000.0'
PROPERTY	...14,250 SF		

Application for Existing, & T.I. at 2355 East Florida Ave. Hemet Ca. 92544

1. Propose T. I. to existing location. All walls, Ceilings, Flooring, Electrical, Plumbing, Sewer ie., Hvac, Fire Alarm systems Windows, Doors, etc. to remain as existing
2. Only partition walls as indicated on plans and showcases will be used to divide areas, from the new actual occupancy area proposed of 1,922 SF, so as to create additional storage area, as well as providing an Accessible entrance to the public restrooms.
3. Walk to have no electrical, so as not to disturb any electrical existing loads already permitted (Note: that the location was formerly a Bank)

Applicant: Eduardo Salas/Tarant Business Owner
24525 Alessandro Blvd.
Moreno Valley Ca. 92553/ 951-247-0243

Property Owner: Christine Mayers
725 . In. Yale St.
Hem et Ca. 92544/ 951-436-6584

Exhibit Preparer: DNS Solutions, drafting services. (David Sirdorski) 6943 Harvest Lane
Riverside Ca. 92506/ Tel. 951-850-2015/ email: davidpatsy@yahoo.com

SCOPE OF WORK

Site Plan Notes:

1. CONTRACTOR / OWNER BUILDER SHALL PRIOR TO COMMENCEMENT OF WORK, HELP VERIFY ALL EXISTING PROJECT CONDITIONS, INCLUDING DIMENSIONS AND UTILITY LOCATIONS / SIZES. ANY DISCREPANCIES SHALL BE RECORDED ON A REPRODUCIBLE DOCUMENT AND IMMEDIATELY TRANSMITTED TO PLANS DRAFTSMAN OR ENGINEER, FOR PROJECT REVIEW, COORDINATION AND NECESSARY RESOLUTION PRIOR TO CONTINUING WITH WORK. CONTRACTOR / OWNER BUILDER SHALL VERIFY AND BE RESPONSIBLE FOR ALL WORK AND MATERIALS - INCLUDING THOSE FURNISHED BY SUBCONTRACTORS. WRITTEN DIMENSIONS TAKE PRECEDENCE OVER SCALED SIZES. SHOULD ISSUE ORIGINATE TO ADD LOCATIONS THE PLANS DRAFTSMAN, ARCHITECT, OR ENGINEER SHALL BE NOTIFIED OF ANY DISCREPANCIES PRIOR TO CONTINUING WITH WORK.
   ALL DIMENSIONS ON PLANS ARE TO CENTER LINE OF WALLS / COLUMNS, AND FACE (T.O.S.S) OR FACE OF MASONRY (FOAM), UNLESS OTHERWISE NOTED.
2. ALL WORK SHALL CONFORM TO THE LATEST ADOPTED EDITIONS OF ALL APPLICABLE BUILDING CODES, THE AMERICANS WITH DISABILITIES ACT, AS WELL AS ALL OTHER LOCAL GOVERNMENT ORDINANCES AND APPLICABLE CA. GREEN CODE.
3. ALL ELECTRICAL, MECHANICAL, AND PLUMBING WORK SHALL CONFORM TO THE REQUIREMENTS OF ALL LEGALLY CONSTITUTED AUTHORITIES HAVING JURISDICTION.
4. THE GENERAL BUILDING PERMITS SHALL BE PAID FOR BY THE OWNER AND ISSUED BY THE GENERAL CONTRACTOR. OR SUBCONTRACTOR DIRECTLY RESPONSIBLE UNLESS OWNER/BUILDER.
5. CONTRACTOR, IF APPLICABLE, SHALL PROVIDE FOR SUPPORT OF ALL WALL, CEILING, & PARTITION MOUNTED ITEMS SUCH AS LIGHT FIXTURES, SCREENS, EQUIPMENT, AND TELEVISIONS. COORDINATE LOCATIONS AND REQUIREMENTS WITH PLUMBING, MECHANICAL, ELECTRICAL DRAWINGS.
6. IT SHALL BE THE RESPONSIBILITY OF THE CONTRACTOR TO LOCATE ALL EXISTING UTILITIES, WHETHER SHOWN HEREIN OR NOT, AND TO PROTECT THEM FROM DAMAGE.
7. CONTRACTOR SHALL PROVIDE PEDESTRIAN PROTECTION IN ACCORDANCE WITH APPLICABLE CODES.
8. ALL WORK SHALL BE DONE IN ACCORDANCE WITH NATIONAL POLLUTANT DISCHARGE ELIMINATION SYSTEM PARAMETERS, DIPPES

Index / Sheet #:

T1-1. (E) Site Plan, Vicinity Map, Scope of Work, Etc.
T1-2. (E) Floor w/ T.I., (E)Lighting & Elec. (E)Hvac, (E)Fire Alarm, Plans
M.M. T-24, Mandatory Measures Notices & General Notes

Hemet Jewelry & Loan T.I./ Eduardo Salas — Owner-Builder-Designer

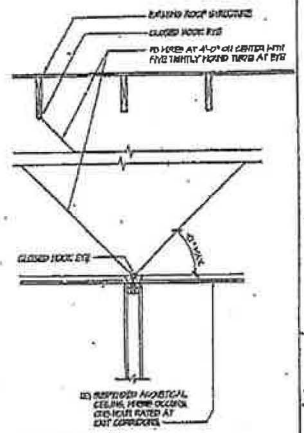
2355 East Florida Ave

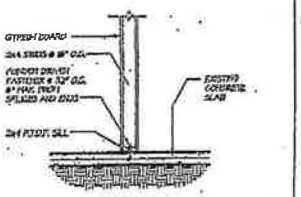
Plans By: DNS SOLUTIONS, Drafting Services

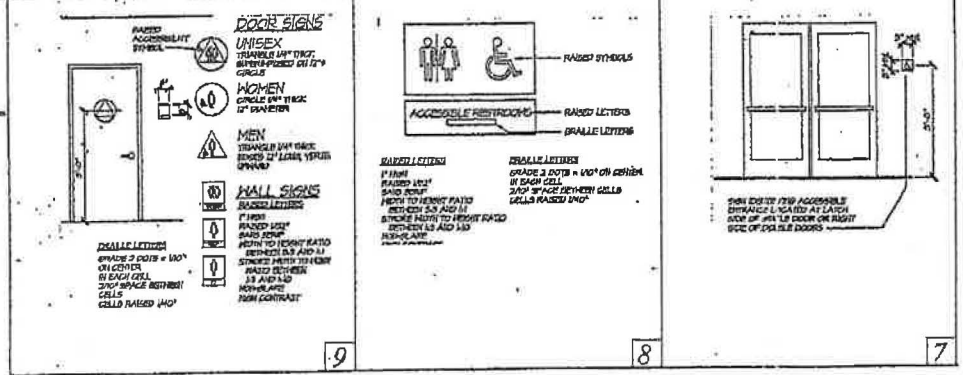
CT.I.) Site Plan
Vicinity Map

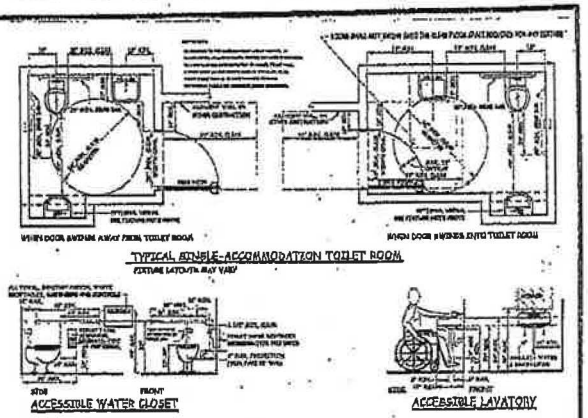
11-18-2

T1-1









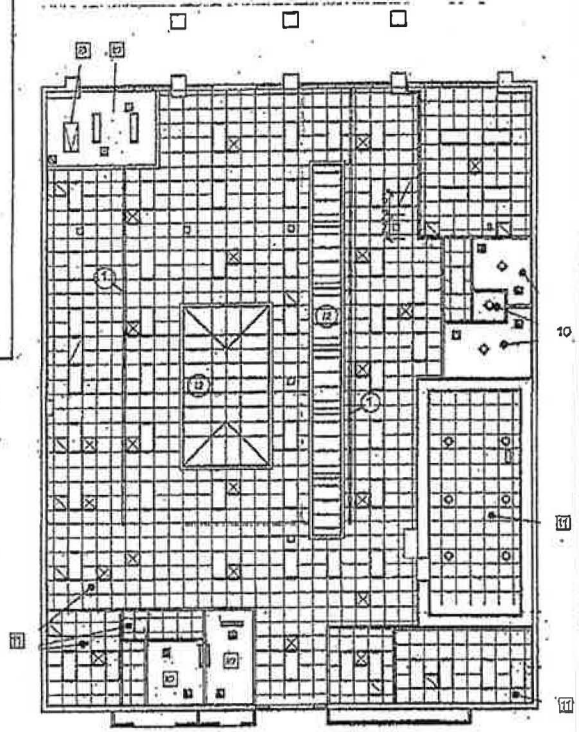
ACCESSIBLE DATA & SIGNAGE

REF. CEILING PLAN KEY NOTES

10. EXISTING GYPSUM BOARD CEILING.
11. EXISTING SUSPENDED ACOUSTICAL CEILING.
12. EXISTING GYPSUM CEILING.
13. EXISTING FULL-SIZE FOLDING LADDER TO BASEMENT FLOOR AND ROOF.

CEILING FIXTURE LEGEND

- EXISTING FLUORESCENT LIGHT FIXTURE, CEILING OR WALL MOUNTED
- EXISTING FLUORESCENT LIGHT FIXTURE, MOUNTED IN SUSPENDED CEILING
- EXISTING LIGHT FIXTURE, CEILING MOUNTED
- SUPPLY AIR REGISTER
- EXISTING RETURN AIR REGISTER
- EXISTING EXHAUST FAN



(E) LIGHTING/HVAC/ELEC. PLAN

(Near Emergency Egress Illumination)

Scale: 1/8"=1'-0"

FLOOR PLAN KEY NOTES

1. NEW WALLS CONSTRUCT AT 1/8" GYP. BOARD AT EACH FACE.
2. N/A
3. N/A
4. PROVIDE 1" Ø CONDUIT WALL FOR FUTURE ELECTRICAL CONDUIT. SHALL START 24" ABOVE FLOOR LINK AND END 6" ABOVE FINISH CEILING MIN. TO 12" ABOVE SUSPENDED CEILING
5. N/A
6. TO BE CAST OPTIONS
7. LOCATION OF ACCESSIBLE ENTRY SIGNAGE - SEE DETAILS
8. LOCATION OF ACCESSIBLE RESTROOM SIGNAGE - SEE DETAILS
9. LOCATION OF ACCESSIBLE RESTROOM SIGNAGE - SEE DETAILS

DOOR GENERAL NOTES

EXIT DOORS SHALL BE OPENABLE FROM THE INSIDE WITHOUT THE USE OF A KEY OR ANY SPECIAL KNOWLEDGE OR EFFORT.

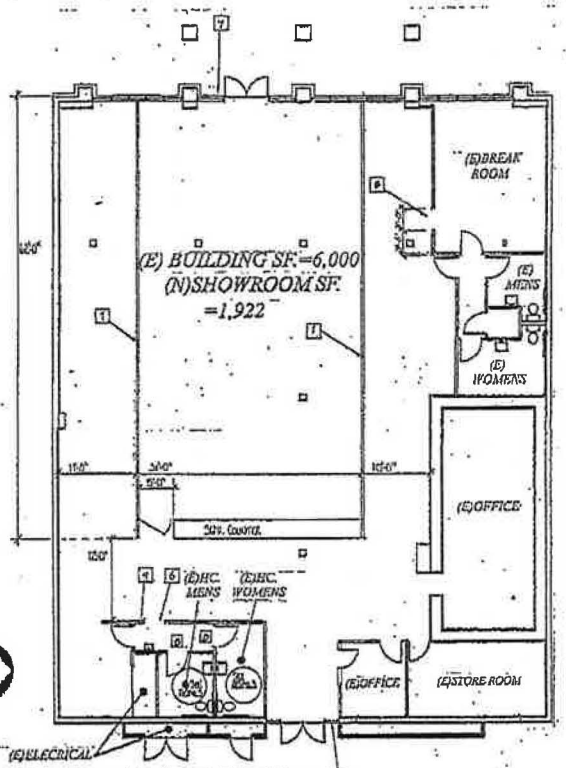
MANUALLY OPERATED EDGE OR SURFACE MOUNTED FLUSH BOLTS AND SURFACE BOLTS ARE PROHIBITED. WHEN EXIT DOORS ARE USED IN PAIRS AND APPROVED AUTOMATIC FLUSH BOLTS ARE USED, THE DOOR LEAF HAVING THE AUTOMATIC FLUSH BOLTS SHALL HAVE NO DOOR KNOB OR SURFACE MOUNTED HARDWARE. THE BREAKING OF ANY LEAF SHALL NOT REQUIRE MORE THAN ONE OPERATION.

EXISTING DOORS THAT ARE HAND ACTIVATED SHALL BE OPERABLE WITH A SINGLE EFFORT BY LEVER TYPE HARDWARE, PANIC BARS, PUSH-PULL ACTIVATING BARS, OR OTHER HARDWARE DESIGNED TO BE OVER PASSAGE WITHOUT REQUIRING THE ABILITY TO GRASP OR TURN HARDWARE. LOCKED EXIT DOORS SHALL OPERATE AS ABOVE IN THE EMERGENCY CONDITION.

HAND ACTIVATED DOOR OPENING HARDWARE SHALL BE OPENING BETWEEN 30" AND 44" ABOVE THE FLOOR.

THE BOTTOM 10" OF ALL DOORS EXCEPT KITCHENS AND SLIDING DOORS SHALL HAVE A SMOOTH UNINTERRUPTED SURFACE TO ALLOW THE DOOR TO BE OPENED BY A WHEELCHAIR FOOTREST WITHOUT CREATING A TRAP OR HAZARDOUS CONDITION. WHERE HARDER TEMPERED GLASS ARE USED, A 10" HIGH SMOOTH PANEL SHALL BE INSTALLED ON THE PUSH SIDE OF THE DOOR, WHICH WILL ALLOW THE DOOR TO BE OPENED BY A WHEELCHAIR FOOTREST WITHOUT CREATING A TRAP OR HAZARDOUS CONDITION.

THE MAXIMUM EFFORT TO OPERATE DOORS IN ALL NOT EXCEED 5 POUNDS FOR EXTERIOR DOORS AND 5 POUNDS FOR INTERIOR ROOMS. EACH PUSH OR PULL EFFORT SERVE AS PLED AT RIGHT ANGLES TO HINGED DOORS AND AT THE CENTER PLANE OF SLIDING OR FOLDING DOORS. COMPENSATING DEVICES OR AUTOMATIC DOOR OPERATORS MAY BE UTILIZED TO MEET THE ABOVE STANDARDS.



(E) FLOOR PLAN w/ T.I.

(6,000 SF)

Scale: 1/8"=1'-0"

REVISIONS	BY

Hemet Jewelry & Loan T.I./ Eduardo Salas Owner-Builder-Designer
2355 East Florida Ave
Hemet Ca: 92544 / 951-436-6564

Plans By: DNS SOLUTIONS, Drafting Services
951-850-2015

(E) Floor Plan
(E) Lighting w/
(E) Hvac/Elec.

DATE 11-18-2012
SCALE 1/8"=1'-0"
DRAWN BY DNS
JOB NO. 2355
SHEET TI-2
OF 3 SHEETS

Attachment No. 5

Letter from Applicant CUP No. 12-007

Planning Commission Hearing
February 19, 2013

Valley Jewelry and Loan
244525 Alessandro Avenue
Moreno Valley, Ca. 92553
Store (951) 247-6304
Cellular (909) 709-0095

January 30, 2013

Ms. Soledad Carrisoza
City of Hemet, Planning Department
445 East Florida Avenue
Hemet, Ca. 92543

RE: Planning Commission meeting regarding Hewmet Jewelry and Loan

Hello Ms. Carrisoza

We here at Valley Jewelry and Loan pride ourselves on taking a proactive role in our business community. Our business philosophy is to comply with all existing laws and work hand in hand with our local police department. We maintain a very strict, in store, cash level between two thousand ($2000) to twenty-five hundred ($2500) dollars on daily basis. If additional funds are required, our manager withdraws from the business bank account. Through our relentless effort to stride for success, our sales for Moreno Valley store were $478,460 for the year 2012. Our performance was higher than our projected sales goal for that year.

We intend on hiring eight to ten local resident employees for the Hemet store in hopes of promoting economic growth and support to the community of the city of Hemet.

It is our policy when buying gold coins after any purchase to comply with thirty day mandatory hold and hand deliver the necessary paperwork to the local police department. Again, we take great pride in our working relationship with local law enforcement.

At Valley jewelry and loan we follow strict guidelines that were set forth by the Federal Firearm Licensing Regulator and all applicable state and federal laws. By store policy, we plan on only selling new firearms and do not sell ammunition.

It would be a pleasure to clarify any questions or concerns to help the planning commission in understanding policies of our business. |As a law enforcement student to the San Bernardino sheriffs academy, I am well aware of the strict guidelines needed to run a safe and productive environment. Please feel free to contact me directly on my cellular phone at any time (909) 709-0095.

Thank you in advance for all your help with this application

Sincerely,

Eduardo Salas, Owner

Attachment No. 9

Planning Commission Minutes, April 2, 2013

City Council Hearing
May 14, 2013

DRAFT

AGENDA #6B

PLANNING COMMISSION

MEETING MINUTES

DATE: April 2, 2013 **CALLED TO ORDER: 6:00 P.M.**

MEETING LOCATION: City Council Chambers
450 East Latham Avenue
Hemet, CA 92543

1. CALL TO ORDER:

PRESENT: Chairman John Gifford, Vice Chairman Vince Overmyer, and Commissioners Michael Perciful and Greg Vasquez

ABSENT: Newly-Appointed Commissioner Rick Crimeni absent with prior notice

Invocation and Flag Salute: Commissioner Vasquez

2. CERTIFICATE OF RECOGNITION FOR COMMISSIONER NASSER MOGHADAM – *Presented by Chairman Gifford*

Chairman Gifford expressed his appreciation for the contributions of Commissioner Moghadam, especially as an architect, to the understanding of the Commission on issues dealing with design, and presented him with a Certificate of Appreciation from the City and the Planning Commission

Nasser Moghadam thanked his fellow commissioners and the City staff for making his year with the Planning Commission a privilege and for showing their care for the City of Hemet.

3. APPROVAL OF MINUTES:

A. Minutes for the Planning Commission Meeting of March 5, 2013

It was **MOVED** by Vice Chairman Overmyer and **SECONDED** by Commissioner Vasquez to **APPROVE** the March 5th, 2013 Meeting Minutes, as presented.

The **MOTION** was carried by the following vote:

AYES: Chairman Gifford, Vice Chairman Overmyer, and Commissioner Greg Vasquez
NOES: None
ABSTAIN: Commissioner Perciful due to his absence at the March 5, 2013 meeting
ABSENT: Commissioner Crimeni

DRAFT

4. PUBLIC COMMENTS:

There were no members of the public who wished to address the Commission regarding items not on the agenda.

PUBLIC HEARING ITEMS

5. CONDITIONAL USE PERMIT NO. 12-007 (HEMET JEWELRY & LOAN)

APPLICANT: Hemet Jewelry and Loan – Eduardo Salas
LOCATION: 2355 E. Florida Avenue
PLANNER: Emery Papp

DESCRIPTION: Consideration of Resolution Bill No. 13-007 affirming the Planning Commission's denial of a Conditional Use Permit for the operation of a collateral loan business (secondhand store/pawn shop) located at 2355 E. Florida Avenue.

The staff report was presented by Community Development Director (CDD) Deanna Elliano who asked for a formal action by the Commission to adopt the proposed findings for denial.

Chairman Gifford opened the public hearing and then closed it, seeing no public participants. He asked for further comments from the Commission, and hearing none, asked for a motion.

It was **MOVED** by Commissioner Vasquez and **SECONDED** by Commissioner Perciful to adopt Planning Commission Resolution Bill 13-007, **DENYING** Conditional Use Permit No. 12-007.

The **MOTION** was carried by the following vote:

AYES: Chairman Gifford, Vice Chairman Overmyer, and Commissioners Perciful and Vasquez
NOES: None
ABSTAIN: None
ABSENT: Commissioner Crimeni

(Adopted Planning Commission Resolution No. 13-003.)

6. CONDITIONAL USE PERMIT NO. 13-001 (AT&T @ BEREAN CHURCH)

APPLICANT: Mitchell Bryant – Coastal Business Group for AT&T Mobility
LOCATION: 375 North Sanderson Avenue
PLANNER: Carole L. Kendrick – (951)765-2375

DESCRIPTION: A request for Planning Commission review and approval of a Conditional Use Permit allowing the construction and operation of a major ground mounted telecommunication facility and associated equipment consisting of a 65' pole camouflaged as a monopine located on the west side of Sanderson Avenue,

DRAFT

Attachment No. 10

Planning Commission Minutes, March 5, 2013

City Council Hearing
May 14, 2013

PLANNING COMMISSION

MEETING MINUTES

DATE: March 5, 2013 **CALLED TO ORDER: 6:00 P.M.**

MEETING LOCATION: City Council Chambers
450 East Latham Avenue
Hemet, CA 92543

1. CALL TO ORDER:

PRESENT: Chairman John Gifford, Vice Chairman Vince Overmyer, and Commissioners Nasser Moghadam and Greg Vasquez

ABSENT: Commissioner Michael Perciful

Invocation and Flag Salute: Chairman John Gifford

2. APPROVAL OF MINUTES:

A. Minutes of the February 5, 2013 Meeting

It was **MOVED** by Vice Chairman Overmyer and **SECONDED** by Commissioner Moghadam to **APPROVE** the February 5, 2013 Meeting Minutes, as presented.

The **MOTION** was carried by the following vote:

AYES: Chairman Gifford, Vice Chairman Overmyer, and Commissioners Moghadam and Vasquez
NOES: None
ABSTAIN: None
ABSENT: Commissioner Perciful

B. Minutes of the February 19, 2013 Meeting

After a brief discussion it was **MOVED** by Vice Chairman Overmyer and **SECONDED** by Commissioner Moghadam to **APPROVE** the February 19, 2013 Meeting Minutes, as presented.

The **MOTION** was carried by the following vote:

AYES: Vice Chairman Overmyer and Commissioner Moghadam
NOES: None
ABSTAIN: Chairman Gifford and Commissioner Vasquez
ABSENT: Commissioner Perciful

5. CONDITIONAL USE PERMIT NO. 12-007 (Hemet Jewelry and Loan) – *Continued from February 19, 2013*

APPLICANT: Hemet Jewelry & Loan - Eduardo Salas
AGENT: Rosie Salas
LOCATION: 2355 East Florida Avenue
PLANNER: Soledad Carrisoza – (951) 765-2375

DESCRIPTION: A request for Planning Commission review of a Conditional Use Permit for the operation of a collateral loan business (secondhand store/ pawn shop) in an existing building located on the southeast corner of Florida Avenue and Yale Street at 2355 E. Florida Avenue in the C-2 (General Commercial) zone, with consideration of an Environmental Exemption pursuant to CEQA Guidelines Section 15301.

(PowerPoint presentation by Principal Planner Papp)

Commissioner Moghadam commented on the inadequacy of the parking spaces for the size of the building on the lot.

Planner Papp responded that by today's standards there would be reciprocal use parking spaces in the center at this time.

Commissioner Moghadam asked if reciprocal parking spaces were included with this center.

Planner Papp affirmed there was reciprocal parking.

Discussion continued regarding the adequacy of parking.

Planner Papp continued with his Powerpoint presentation. He advised that Staff had reviewed the proximity of other pawnshops and second-hand locations in relation to this proposed use and shared a map which showed the proposed location on the east side of town with existing pawnshops and second-hand store locations.
Discussion ensued regarding other loan businesses within the City of Hemet and near the subject area.

Planner Papp indicated that he knew of only one other loan business nearby and had prepared a list with the addresses of the entire loan, second-hand, and pawn shop stores, along with photos of each establishment.

CDD Elliano indicated that these had been identified and can be obtained at City Hall or put on-line for the public's review as part of the staff report materials.

Commissioner Vasquez noticed that the Planning Department list did not include a Payday Loan business located just a block away from the subject property in the City of Hemet on Florida Avenue and Mayflower Street. He further noted that a new one had recently opened at the Shell gas station on Florida Avenue and Warren Road.
Chairman Gifford indicated that these had been approved before Commissioner Vasquez was appointed to the Commission.

Vice Chairman Overmyer added that the ones on the list are there because they buy and sell and that the jewelry retail sales outlets are indicated because they buy as well.

Commissioner Moghadam wondered if any of the pawnshops within the city limits pawned firearms.

Planner Papp responded that he was not aware of any, but that the police department had not had any permits to sell firearms processed through them as of this date.

Commissioner Vasquez asked the applicant to respond to the material on pages 11 and 12 of the staff report, which indicates that an incident had occurred at one of his stores in another city, and that the applicant had been very cooperative with law enforcement regarding that incident. He wondered what type of incident had happened..

Planner Papp responded that the Development Review Committee (DRC) had asked the same question of the applicant, and were advised that they had never had a need to call the police department for a violent crime, but that sometimes they do receive property that they suspect is stolen so they give that type of information to law enforcement on a routine basis. In addition, the Moreno Valley Police Department comes and takes a look at their inventory from time-to-time to see if any of their items match ones they know to be stolen.

Vice Chairman Overmyer wondered, in terms of findings, if the proposed location of the conditional use would pose a problem or be detrimental to the public health, safety or welfare.

Planner Papp indicated that the preliminary findings were included in the staff report and could be found on pages nine and ten in the report dated February 19th.

Vice Chairman Overmyer noted that according to resident and business owner Howard Rosenthal, he had discussed this with some of the owners of the businesses in the strip mall and they had responded that they thought it might hurt their business or that they might even consider relocating if such a business were to move in, as they felt it might be injurious to the current businesses.

Planner Papp indicated that since there were two Commissioners absent for the discussion of this item at the last meeting, he had prepared a two-page cover with staff's original findings included as an attachment. He felt it would not be the best course of action to switch course midway with information from the last Planning Commission meeting and rather let the Planning Commission discuss amongst themselves whether or not they still felt that those findings could be made.

Commissioner Moghadam questioned the number of restrooms and their use for the public and/or staff.

Planner Papp indicated that the applicant would need to respond to this question.

Commissioner Vasquez inquired about the staff analysis which indicated concern about the prospects of a pawnshop operating on this prominent location on Florida Avenue. He wondered about the potential for nuisance activities which are unwanted in the City of Hemet.

Planner Papp advised that at the DRC meetings, the applicant had described their methods of doing business, and their reason for selecting a previous bank building which included adequate security under lock and key. In addition, the applicants' history of having a positive relationship with local law enforcement signaled their good intentions, and this information changed their opinion for this particular use at this location.

Commissioner Vasquez continued wondering if this information eliminated the concern for attracting nuisances and the potential for behaviors that are unwanted in the community. He further wondered why the fact that the applicant has security measures in place would influence the Planning Department determination regarding this.

Planner Papp indicated that surveillance equipment, lighting, and additional signage would discourage the aforementioned types of behavior.

Commissioner Moghadam inquired about the CUP requirements and the 500-foot radius notification to the neighbors, and expressed his concern about advertisement in local newspapers as to this request for a CUP.

Planner Papp explained that state law requires one of three things: Post a notice in the paper, send direct mail to surrounding property owners, or post the site. He indicated that routinely they do two of the three—post in the paper and send notification to the surrounding property owners.

Commissioner Vasquez asked if roll-up doors were required on visible windows for this project.

Planner Papp indicated that this had been addressed by the Building and Safety Division at the DRC meeting. He advised that this would not be an issue and that the roll-up windows would be inside the windows themselves. He suggested that the applicant might like to respond to these questions.

Chairman Gifford re-opened the public hearing and asked to hear from the applicant first.

Mr. Dominique Tinks of Riverside, California addressed the Commission as a representative for the applicant, and responded regarding how the site had been chosen. He indicated that the considerations were traffic and exposure, as well as the security of the building. Regarding the public's concern about pawnshops in general, he noted that the pictures of the proposed building depict the fact that they don't even look like pawnshops, but rather resemble a retail facility. In addition, they also design jewelry, which is contracted out. He assured the Commission that Mr. Salas, the owner, is dedicated to ensuring the health and safety of his customers and staff is central in his concern. He further indicated that Mr. Salas would soon be a San Bernardino County Sheriff as well. Mr. Tanks explained that the owner would actually be assisting the police department. He noted that locating the business in a former

bank building was for security reasons, and advised that while the Moreno Valley and Yucaipa stores were properly permitted to sell firearms, that was not being proposed for this location, and there would be no loans provided for any weapons.

Chairman Gifford wondered, industry-wide. if there was a tendency for people to get their stuff back in a "disingenuous" manner.

Mr. Tinks responded that they have not seen this happen, but it varies and depends on how you treat your clients. He added that the tangible goods promote good retail business too.

Chairman Gifford asked how much of the business relies on loans, and how much of it is from sales.

Mr. Tinks responded that 90% of the profits come from loans.

Vice Chairman Overmyer asked if the owner would act as a security person.

Mr. Tinks responded that there would most likely be an off-duty officer handling the security most of the time, but that the owner would also fill that position on occasion.

Commissioner Moghadam inquired about the restroom complex.

Mr. Tinks responded that two restrooms would be reserved for staff, and the other two would be for the public, including those for the disabled. He also shared that the owner would make a significant investment and that he knows and understands that health and safety is key and would run a respectable business, as he has run his other existing businesses. He assured the Planning Commission that Mr. Salas is investing in the City of Hemet to stay, noting that while he wants to make a permanent mark in the city, at the same time he hopes to change the image of what the public typically thinks of pawnshops.

Commissioner Moghadam wondered if the Yucaipa store had shutters from inside or outside.

Mr. Tinks advised the Commissioner that they located on the inside and were difficult to see noting that the same type of roll-ups would be used in the Hemet store.

Commissioner Vasquez wondered if Mr. Salas ultimately being a deputy sheriff would have conflict of interest.

Mr. Tinks assured him that the process of being accepted to the sheriff's academy involved exhaustive investigation, and he was sure Mr. Salas would not have been accepted had there been a conflict. Also, they would advertise that he has connections to law enforcement.

Commissioner Vasquez asked what types of incidents have been reported that caused police action or investigation

Mr. Tanks listed such things as serial numbers being obliterated, which demands an immediate check with law enforcement. He also listed security measures, including

lighting, surveillance systems both exterior and interior, as well as security personnel and safety training for employees. The decision whether the guard will be armed or not is one made by the Hemet Police Department. There will be metal window coverings when the store is closed, which will be interior. Accepted identifications required include California ID, military ID and passports, which are checked. Only about one-percent of customers have no identification, and they will be denied service. The best stores in this system see between 2,000 and 3,000 customers a month.

Commissioner Overmyer expressed concern that this type of business would ultimately shrink, if the demographics of the valley improve. There is market for it now, but the hope is for something else in the future.

Mr. Tinks commented that these establishments do well even when the economy is booming. There are 37 pawnshops in Beverly Hills.

Chairman Gifford opened the public comment portion of the hearing.

Mr. Lou Parker (26616 South Yale, Hemet) expressed his concern regarding crime in the immediate area, such as smash-and-grab crimes. He felt installing double doors, which would involve buzzing in the client, might be helpful. Over all, he was opposed to this business location.

Mr. Howard Rosenthal (1600 East Florida Avenue, Hemet) spoke, representing several entities in the area (the former Long's Drug Store, the building on the westerly end of the center, with eight tenants, and the space on Yale Street that's empty, the CNC medical plaza, and the Century 21 building). He stated that all are opposed to this business coming into the area, with a few threatening to relocate if it does. He pointed out the lack of parking and stated that while he is sure the business would be well run, he felt that Hemet does not need it. He gave a short history of centers with mixed owners and the difficulty of enforcing the CC&Rs, the crime and gang activity, and the theft that makes maintaining the operation of the business difficult.

Ms. Lisa Pauro (27338 Rosemont Way, Hemet) an ICU nurse, spoke in opposition to the proposal, noting the change in demographics of the patients she sees now, such as drug overdoses, noncompliant patients, and fewer snowbirds because they are afraid to spend winters in Hemet. She noted the increase in the types of stores leaving the area, such as Harris', JC Penney and Sharkies. She felt the need to stop catering to lower income and non-income citizens because it's driving good citizens away. The recycling of metals stolen from legitimate businesses is making it harder to maintain a viable base. You used to see elderly people walking their dogs; now it's a homeless person with a shopping cart full of their possessions.

Ms. Melissa Donahoe (4495 Cloudywing Road, Hemet) was concerned about the crime in the area, and especially in the parking lot by the proposed pawnshop. She wondered what is considered a weapon.

Mr. Robert Hundley (1995 West Esplanade Ave, Hemet) owns a pawnshop and feels every town should have a couple of them, but noticed that this one is a million-dollar shop. He wondered if the business was a sole proprietorship or owned by a group. He felt if it is owned by one man who wants to be a police officer, something isn't right.

Chairman Gifford requested that the speaker deal with his concern for the community instead of questioning the character of the applicant.

Mr. Hundley did not feel that security was an issue in his pawnshop. Nobody who has stolen goods is going to come in, because they will be ID'd. He has run his business for 10½ years and has only had the police in his shop ten times. He reports to the Police Department weekly, noting that there is a detail person that handles pawnshops.

Ms. Christi Mayers (125 North Yale, Hemet), has been a business owner in the area for 55 years. She noted that every operator pays their share of the upkeep of the parking lot, lighting, etc.

Ms. Heather Donahoe (3430 Morro Hill Road, Hemet) moved into the area ten years before Walmart went in close to West Valley High School. She noted that crime has increased significantly and traffic around her home makes it difficult to get in and out of her driveway. She hears good things about this particular pawnshop; her concern is about its location. The demographic change in the city frightens her and when she feels threatened, she takes her business to Temecula. She feels the Commission needs to be extremely careful about the decisions it makes.

Chairman Gifford closed the public hearing and invited Mr. Tinks to respond.

Mr. Tinks indicated his understanding of the concerns expressed by the citizens and wants them to know that this business will be a deterrent rather than an attraction to crime because of the business's surveillance, its immediate contact with the police, and its work with law enforcement in removing criminals from the streets of Hemet.

Commissioner Moghadam asked what process would be required to eliminate a CUP.

Planner Papp responded that revocation of a conditional use permit could be implemented if there were violations of the conditions, nuisance activities, criminal activity, or if a business is found to be doing something other than what was indicated in their business plan.

Chairman Gifford noted that a letter was sent by Commissioner Perciful to CDD Elliano and will become part of the record.

CDD Elliano outlined Commissioner Perciful's concerns as follows: He wants to make sure Hemet moves forward in a positive direction. He has mixed feelings about the pawnshop, but wants to see vacant buildings filled; however, the city needs smart, responsible growth and with there being 11 similar types of stores in the city, second-hand and pawnshops in the area of Florida Avenue and Yale Street, crime has increased significantly over the years.

Chairman Gifford queried CDD Elliano about language regarding the required findings in the summary staff report, with the answer being that page nine was part of the original staff report, with page three language being the most recent, and what should be utilized.

Chairman Gifford also asked for clarification of language from City Attorney McEwen regarding "policies and guidelines" and was advised that this phrase was meant to be an all-encompassing phrase that would include municipal code, general plan, commercial design guidelines, etc. For a CUP to be denied or adopted, there have to be findings to support the decision.

Commissioner Vasquez indicated that he has been struggling with this decision, doing research and asking for help from Planning staff, who have done an outstanding job of presenting facts to him. He, however, does not agree with their conclusion because he feels it doesn't correspond to the General Plan. He then provided a detailed overview of several General Plan sections and policies, pointing out the policy language supporting his view that the proposed use was not consistent with the General Plan.

Vice Chairman Overmyer indicated that he had asked himself if this would be good for Hemet, and could not, in good faith, answer that with a positive response.

Commissioner Moghadam stated that Finding No. 2 was the sticking point for him; the finding is not to his satisfaction to approve the location based on the testimony presented.

Chairman Gifford agreed with much of the analysis and indicated that it's the Commission's responsibility to balance the needs of the community. The General Plan is designed to improve the quality of life for the people of Hemet and to be balanced. He agreed that this is not the right business for this particular area, and the use would not improve the community.

Commissioner Vasquez, who had proposed an initial motion for denial, rescinded his first motion and replaced it with this one:

It was **MOVED** by Commissioner Vasquez and **SECONDED** by Vice Chairman Overmyer to deny Conditional Use Permit No. 12-007, subject to the appropriate findings, as stated, and direct staff and the city attorney to prepare a revised resolution for formal adoption by the Commission at a subsequent meeting.

The **MOTION** was carried by the following vote:

AYES: Chairman John Gifford, Vice Chair Vince Overmyer, Commissioners Greg Vasquez and Nasser Moghadam.
NOES: None
ABSTAIN: None
ABSENT: Commissioner Michael Perciful

6. ZONING ORDINANCE AMENDMENT NO. 13-003 (Homemade Food Operator Regulations) — *Continued from February 5, 2013*

APPLICANT: City of Hemet
LOCATION: City-wide
PLANNER: Emery Papp

DESCRIPTION: A request for Planning Commission review and recommendation to the City Council regarding a Zoning Ordinance Amendment

Attachment No. 11

Planning Commission Minutes, February 19, 2013

City Council Hearing
May 14, 2013

PLANNING COMMISSION

MEETING MINUTES

DATE: February 19, 2013 **CALLED TO ORDER: 6:00 P.M.**

MEETING LOCATION: City Council Chambers
450 East Latham Avenue
Hemet, CA 92543

1. CALL TO ORDER:

PRESENT: Vice Chairman Vince Overmyer and Commissioners Nasser Moghadam and Michael Perciful

ABSENT: Chairman John Gifford and Commissioner Greg Vasquez

Invocation and Flag Salute: Vice Chairman Vince Overmyer

2. APPROVAL OF MINUTES:

A. Minutes of the January 15, 2013 Meeting

It was **MOVED** by Commissioner Perciful and **SECONDED** by Commissioner Moghadam to **APPROVE** the January 15, 2013 Meeting Minutes as presented.

The **MOTION** was carried by the following vote:

AYES: Vice Chairman Overmyer and Commissioners Perciful and Moghadam
NOES: None
ABSTAIN: None
ABSENT: Chairman Gifford and Commissioner Vasquez

3. PUBLIC COMMENTS:

There were no members of the public who wished to address the Commission regarding items not on the agenda.

the decibels to such a degree that nothing could be heard further than 50 feet from the building.

CDD Elliano stated that this is a conditional use permit, therefore, in some respect the issue of noise is an operating standard. If there are complaints from neighbors that the noise level is too loud, the business would be put on notice that this is a concern. She suggested that if the Commission wishes, Condition No. 64 could be added to state that, "Loud speakers for the yard area shall be maintained at a volume that does not emanate beyond property boundaries." She clarified that modifications to the conditions would then include the deletion of Condition Nos. 35 and 36, and the addition of Condition No. 64, as read.

Vice Chairman Overmyer closed the public hearing and asked for a motion.

It was **MOVED** by Commissioner Perciful and **SECONDED** by Commissioner Moghadam to **ADOPT** Planning Commission Resolution Bill No. 13-001 **APPROVING** Conditional Use Permit No. 12-009, as amended.

The **MOTION** was carried by the following vote:

AYES: Vice Chairman Overmyer and Commissioners Perciful and Moghadam
NOES: None
ABSTAIN: None
ABSENT: Chairman Gifford and Commissioner Vasquez.

(Adopted Planning Commission Resolution No. 13-001.)

6. <u>CONDITIONAL USE PERMIT NO. 12-007 (Hemet Jewelry and Loan)</u>

APPLICANT: Hemet Jewelry & Loan – Eduardo Salas
AGENT: Rosie Salas
LOCATION: 2355 East Florida Avenue
PLANNER: Soledad Carrisoza – (951)765□2375

DESCRIPTION: A request for Planning Commission review and approval of a Conditional Use Permit to operate a collateral loan business (pawnbroker/secondhand dealer) in an existing building located on the southeast corner of Florida Avenue and Yale Street in the C-2 (General Commercial) zone, and consideration of an Environmental Exemption pursuant to CEQA Guidelines Section 15301.

(PowerPoint presentation by Planner Soledad Carrisoza)

A question was raised by Vice Chairman Overmyer regarding the issue of firearms, to which CDD Elliano responded that there would be no consignment, sale, or purchase of firearms and no firearms present at the facility.

Vice Chairman Overmyer asked the applicant to come to the lectern to answer questions and present his case.

Jason Lambert (no address given), approached the lectern as the General Manager for several of the applicant's other facilities (Moreno Valley, Yucaipa, etc.), and advised the Commission that these were not typical pawnshops but very clean stores, with laminate wood floors and good lighting, that serve the communities well. They have several people who have gone through security training and also assist the Police Departments in many areas. They have one security officer for each store, but other employees have security training.

Vice Chairman Overmyer asked if they tended to have problems with insufficient security, to which Mr. Lambert responded that they had not because they treat their customers with respect.

Vice Chairman Overmyer also indicated that his initial reaction was negative, but he understands the advantage of having a building occupied rather than remaining vacant. Noting his understanding that a less than 2,000 square-foot area of the 6,000 square-foot building would be the actual shopping area, he asked what the remainder of the building would be used for.

Mr. Lambert explained that the rest of the store would be utilized for inventory, with any type of electronic or construction tools being housed in the back rooms.

Vice Chairman Overmyer also asked about security locks on the doors and was told by Mr. Lambert that their Moreno Valley site had formerly been a bank with a vault. He informed the Commission that they are buying the building in Hemet, if approved for the CUP, and that two of their employees are Hemet residents.

Commissioner Moghadam inquired about security cameras and backup time, asking if that was a requirement.

Mr. Lambert indicated that the Police Department was satisfied with what they have proposed, and noted that they have interior screen doors.

Mr. Rosenthal, a property manager in the area, expressed concern that, although this particular operator was undoubtedly of good quality, it was not a good category or mix for what was already there, which he classified as a migration of services for the poor. He looks at pawnshops from a retail perspective as similar to check cashing operations, smoke shops, etc. He felt that this project would further degrade the area. On behalf of the two properties that his company represents, he hopes that this CUP will be denied.

Vice Chairman Overmyer stated that due to the request of Commissioner Vasquez, and the fact that Chairman Gifford was also absent, he felt it in the best interest of the Commission to continue this matter.

Commissioner Moghadam noted that the applicant had waited a long time, but concurred that he also felt it appropriate to continue the item.

It was **MOVED** by Commissioner Perciful and **SECONDED** by Commissioner Moghadam to **CONTINUE** Conditional Use Permit No. 12-007 to the Planning Commission meeting of March 5, 2013.

The **MOTION** was carried by the following vote:

AYES: Vice Chair Overmyer and Commissioners Perciful and Moghadam
NOES: None
ABSENT: Chairman Gifford and Commissioner Vasquez
ABSTAIN: None

(A short recess was called by Vice Chairman Overmyer)

DEPARTMENT REPORTS

7. CITY ATTORNEY REPORTS: *Verbal report from Assistant City Attorney Stephen McEwen on items of interest to the Planning Commission*

City Attorney Stephen McEwen reported on the California Supreme Court hearing pertaining to the Riverside medical marijuana case, stating that it's hard to predict how the court will rule, but it seemed to him that the court was weighing heavily toward the position of the City of Riverside, that cities have the inherent or constitutional zoning authority to make decisions on what uses are appropriate and not appropriate within their boundaries. He believes cities are cautiously optimistic that the Supreme Court is going to issue a decision that upholds traditional zoning authority. They have to decide within 90 days of oral argument, so the decision should come perhaps in March.

8. COMMUNITY DEVELOPMENT DIRECTOR REPORTS:

A. Verbal Report on City Council actions from the February 12, 2013 meeting.

CDD Elliano reported on a work study that was presented by the City's Finance Director, who outlined the following: The City is on target for the budget this year, with some savings; presently there is $11.4 million in reserves with possibly another $3.2 million coming in; general fund revenues are up 2 percent, and both property tax and sales tax are 2 percent higher. There is some concern regarding future healthcare costs, but the City has done a commendable job in trying to balance those structural conditions of the budget.

She noted that with older cities like Hemet, there are many properties that have not been reassessed for a long period of time, which is why new investment is so critical – even such minor things as tenant improvements that increase a property's value. Additionally, there have been some applications for new construction, and all will help with the tax base. There were also two recommendations at the Council meeting that affect community development – funding for two officers in Code Enforcement, and, with the Hemet ROCS focus, training in proper tenant screening for property owners or managers under a proposal for Crime-Free Multi-Family Housing.

B. Informational items from the WRCOG Planning Directors Meeting

CDD Elliano reported that WRCOG is preparing a County-wide Climate Action Plan, with requirements that each city do a municipal and community plan based on growth projections, eventually to come back with strategies that the different jurisdictions can adopt to lower greenhouse gas emissions. This is state law, and cities need to

AGENDA
18

Staff Report

TO: Honorable Mayor and Members of the City Council

FROM: Joseph Morris, Fire Chief; Ronald Bradley, Interim City Manager RB

DATE: June 11, 2013

RE: **WEED ABATEMENT**

RECOMMENDATION:

It is recommended that the City Council conduct a Public Hearing to hear protests and objections to the proposed removal of weeds, rubbish and refuse per Resolution 4536 adopted by City Council on May 28,2013.

BACKGROUND:

Weed abatement procedures are governed by the provisions of Government Code Sections 39560 *et seq.* On April 18th & 25th, 2013 the City published notice in the Valley Chronicle giving notice to compel landowners to clear their land of weeds, rubbish and refuse. On May 28, 2013, the City adopted Resolution Number 4536 identifying affected property by APN number and declaring weeds rubbish and refuse as a hazardous condition. The City mailed notices on May 29th, 2013 to affected landowners of this declaration of hazardous condition inviting them to attend the June 11, 2013 City Council Meeting where protests and objections may be heard at the Public Hearing. On May 31st & June 7th, 2013 the City published notices in the Valley Chronicle giving notice of the Public Hearing.

ANALYSIS:

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

Respectfully submitted,

Joseph Morris
Fire Chief

Attachments: Resolution
Exhibit A
Exhibit B

CITY OF HEMET
Hemet, California
Resolution No. 4536

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

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

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

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

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

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

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

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

(c) Property located on the streets identified in Exhibit "A" hereto and identified by APN according to the official assessment map have been determined to have weeds, rubbish and/or refuse upon them which must be abated under the provisions of California Government Code Section 39560 *et seq*. and in accord with the provisions of Sections 30-31 of the Hemet Municipal Code and Section 1103.2 of the Uniform Fire Code which has been adopted by the City of Hemet pursuant to Sections 14-151 *et seq*. of the Hemet Municipal Code.

(d) In the event that any property owner fails to abate each and every hazard described in this Resolution in accordance with the notice attached as Exhibit "B," the City's designated officer is ordered to remove such hazard and cause the cost thereof, plus an administrative charge, to be levied against the affected property as a special assessment lien.

SECTION 2. The City Clerk is hereby ordered to give notice to affected property owners of the City's intention to abate the hazards identified in this Resolution pursuant to the provisions of California Government Code Section 39560 *et seq*. and setting a public meeting at which time any objections to the proposed removal of the weeds, rubbish and/or refuse shall be heard and considered by the City Council at its regularly scheduled meeting on **June 11, 2013**

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF HEMET, CALIFORNIA, PASSED, APPROVED, AND ADOPTED THIS 28TH DAY OF MAY, 2013.

Robert Youssef, Mayor

ATTEST:

Sarah McComas, City Clerk

APPROVED AS TO FORM:

Eric S. Vail, City Attorney

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

I, Sarah McComas, City Clerk of the City of Hemet, do hereby certify that the foregoing Resolution is the actual Resolution adopted by the City Council of the City of Hemet and was passed at a regular meeting of the City Council on the 28th day of May, 2013 by the following vote:

AYES: Council Members Krupa, Milne and Wright, Mayor Pro Tem Smith and Mayor Youssef
NOES:
ABSTAIN:
ABSENT:

Sarah McComas

Sarah McComas, City Clerk

Exhibit A

Non-compliant APN's

443-181-037	443-050-027	445-080-001	446-260-018	448-110-006	451-060-030	455-370-023	460-381-008
443-181-038	443-050-028	445-080-008	446-260-022	448-110-018	451-060-031	455-570-013	460-390-038
443-181-039	443-050-029	445-080-023	446-260-023	448-110-021	451-072-021	455-571-001	460-391-007
443-181-040	443-050-030	445-080-024	446-280-005	448-120-001	451-100-022	455-571-006	464-162-015
443-181-042	443-050-031	445-210-008	446-280-016	448-120-004	451-150-034	455-571-007	464-171-020
443-181-043	443-260-013	445-232-018	446-280-017	448-120-008	454-020-009	455-571-008	464-171-021
443-181-044	443-272-009	445-232-019	446-290-014	448-120-010	454-040-027	455-571-009	465-030-011
443-181-045	443-272-010	445-251-031	446-320-063	448-250-006	454-040-029	455-571-011	465-030-013
443-181-046	443-304-004	445-261-031	446-320-064	448-250-020	454-040-035	455-571-012	465-100-009
443-181-047	443-304-006	445-261-037	447-160-062	448-250-014	454-040-038	455-571-013	465-100-010
443-181-051	444-100-007	445-270-008	447-331-052	448-310-003	454-050-022	455-571-014	551-081-046
443-191-026	444-120-001	445-270-021	447-331-054	448-420-001	454-170-013	455-571-015	551-160-005
443-192-013	444-202-001	445-270-042	447-331-055	448-440-006	454-180-005	455-571-016	551-160-006
443-192-029	444-202-002	445-270-043	448-020-016	448-440-007	454-180-012	455-571-017	551-190-009
443-201-026	444-202-003	445-270-044	448-053-001	448-440-024	454-270-027	456-010-025	551-190-010
443-050-002	444-202-004	445-270-047	448-053-002	448-440-025	454-270-034	456-040-047	551-190-022
443-050-003	444-202-005	445-270-048	448-053-003	448-440-026	454-270-035	456-040-048	551-493-009
443-050-004	444-202-006	445-270-049	448-060-002	448-440-027	454-400-011	456-040-050	
443-050-007	444-202-007	445-270-050	448-060-003	448-450-011	454-400-012	456-040-051	
443-050-017	444-202-008	445-270-051	448-041-014	448-450-016	454-400-013	456-040-052	
443-050-018	444-202-009	445-280-004	448-041-015	448-472-001	454-400-014	456-040-054	
443-050-020	444-202-010	445-300-002	448-100-015	448-472-002	454-400-015	456-050-013	
443-050-021	444-350-024	445-300-003	448-100-016	448-472-003	454-400-016	460-060-009	
443-050-022	444-360-058	445-340-016	448-110-001	448-472-004	454-450-001	460-060-025	
443-050-023	444-360-059	446-064-017	448-110-002	448-472-005	455-130-012	460-161-029	
443-050-024	444-370-015	446-143-010	448-110-003	448-472-006	455-130-015	460-242-037	
443-050-026	444-370-020	446-205-008	448-110-005	448-472-007	455-130-049	460-250-022	

Exhibit B

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

NOTICE TO DESTROY WEEDS AND REMOVE RUBBISH AND REFUSE

Notice is hereby given that on the 28th day of May 2013, the City Council of the City of Hemet passed a resolution declaring that noxious or dangerous weeds were growing upon or in front of the property on this street (see attached listing of parcel numbers), and that rubbish and refuse were upon or in front of property on this street, in the City of Hemet and more particularly described in the resolution, and that they constitute a fire hazard which must be abated by the removal of the weeds, rubbish and refuse. Otherwise, they will be removed and the fire hazard abated by the City and the cost of removal assessed upon the land from or in front of which the weeds, rubbish and refuse are removed and will constitute a lien upon such land until paid. Reference is hereby made to the resolution for further particulars. A copy of said resolution is on file in the office of the city clerk.

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

All property owners having any objections to the proposed removal of the weeds, rubbish and refuse are hereby notified to attend a meeting of the Hemet City Council to be held on **June 11, 2013** at 7 p.m. when their objections will be heard and given due consideration.

Dated this 28th day of May 2013.

Joseph Morris
Fire Chief

Sarah Mc Comas
City Clerk

AGENDA # 19

Staff Report

TO: Honorable Mayor and Members of the Hemet City Council

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

DATE: June 11, 2013

RE: GRADING ORDINANCE BILL No. 13-014
"Grading, Sediment, and Erosion Control"

RECOMMENDED ACTION:

That the City Council:

Introduce and read by title only, and waive further reading of Ordinance Bill No. 13-014, adding Section 67 to the Hemet Municipal Code regarding the establishment of grading, sediment and erosion control regulations

BACKGROUND:

The City has adopted by reference Appendix J to the 2010 California Building Code, which regulates grading activity (HMC 14-40). Appendix J was developed by the California Building Standards Commission (CBSC) and reflects basic practices that the CBSC determined should apply statewide. However, local agencies are allowed to make amendments to Appendix J and other provisions of the Building Code if local climatic, geological or topographical conditions justify the amendment. The City has adopted several amendments to Appendix J (HMC 14-41). These amendments mostly focus on erosion control issues.

PROPOSED ORDINANCE DESCRIPTION:

The text of the subject ordinance is included as Exhibit "A" to this staff report. The ordinance is intended to provide comprehensive regulations on grading activity within the City. The ordinance provides much more detailed regulations than the existing Appendix J regulations. For example, Appendix J requires a grading permit to be obtained for certain work, but does not provide permit application procedures. This ordinance details the various types of grading permits, what types of work are required to obtain a grading permit, the permit application and review procedures, and the types of securities required.

In addition, this ordinance includes regulations that are not contemplated by Appendix J, such as the days and times during which grading activity may be conducted, the import and export of earth, provisions for the protection of utilities, street clean-up requirements, and penalties for violations.

This ordinance also requires the City Engineer to prepare separate Grading Standards that provide more detailed administrative procedures and technical requirements than are provided in the ordinance. These Grading Standards are before the Council this evening in a separate resolution.

Finally, this ordinance contains erosion and sediment control requirements and hazardous conditions requirements that allow the City to enter onto the property to maintain erosion controls or remedy hazardous conditions at the permittee's expense if the permittee fails to do this work.

ANALYSIS:

The decision to adopt a separate grading ordinance, instead of using Appendix J of the 2010 California Building Code, was based on the need to establish more specific regulations to this construction activity.

The proposed ordinance defines in more detail, both the work to be exempted and the ones that require a permit, the expiration and extensions of the permit, submittals. It also requires the posting of securities to cover any remedial work to be done in case the applicant fails to complete the grading.

Because this ordinance does not repeal Appendix J, both documents will work together complementing each other, and along with the Grading Standards, that provide the technical framework, the future grading operations within the City will be conducted in a more organized and clear manner.

COORDINATION & REVIEW:

The proposed ordinance was developed by the City Engineer and reviewed and revised by the City Attorney's office.

CONSISTENCY WITH ADOPTED GOALS, PLANS, AND PROGRAMS:

The proposed ordinance is in conformance with the City's adopted 2030 General Plan, specifically with the policies established in Chapter 3, Community Design. The subject ordinance will provide the tools for a more organized development of hillsides, graded slopes, etc.

FISCAL IMPACT:

There are no fiscal impacts anticipated resulting from the adoption of the subject ordinance.

Respectfully submitted,

Jorge Biagioni
Engineering Director/City Engineer

Approved as to form:

Eric S. Vail
City Attorney

Attachment(s): Exhibit "A" - Grading Ordinance

CITY OF HEMET
Hemet, California
ORDINANCE BILL NO. 13-014

AN ORDINANCE OF THE CITY COUNCIL OF THE CITY OF HEMET, ADDING CHAPTER 67 TO THE HEMET MUNICIPAL CODE PROVIDING STANDARDS FOR GRADING, SEDIMENT, AND EROSION CONTROL

WHEREAS, the City of Hemet ("City"), pursuant to the police powers delegated to it by the California Constitution, has the authority to enact laws which promote the public health, safety and general welfare of its residents; and

WHEREAS, the City Council of the City ("City Council") seeks to safeguard the public welfare, life and property of the City's residents; and

WHEREAS, the City Council further seeks to avoid the discharge of sediments, pollutants, wastes and hazardous materials from entering public or private storm drains and surface waters; and

WHEREAS, the City Council further seeks to ensure compliance with the requirements of the City's General Plan and Municipal Code.

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

SECTION 1: ADDITION OF CHAPTER 67 TO THE HEMET MUNICIPAL CODE. Chapter 67 is hereby added to the Hemet Municipal Code, and shall read as shown in Exhibit "A" hereto.

SECTION 2: CEQA FINDINGS. The adoption of this Ordinance is exempt from CEQA review pursuant to CEQA Guidelines Section 15061(b)(3), because it can be seen with certainty that this project would not have a significant effect on the environment. This Ordinance requires persons interested in grading within the City to

apply for and obtain a permit. It does not approve any particular uses, and application for any related development will undergo CEQA review.

SECTION 3: SEVERABILITY.

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

SECTION 4: EFFECTIVE DATE.

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

SECTION 5: PUBLICATION.

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

INTRODUCED at the regular meeting of Hemet City Council on _____, 2013.

APPROVED AND ADOPTED this _____ day of _____ 2013.

_____
Robert Youssef, Mayor

ATTEST:

Sarah McComas, City Clerk

APPROVED AS TO FORM:

Eric S. Vail, City Attorney

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

I, Sarah McComas, City Clerk of the City of Hemet, do hereby certify that the foregoing Ordinance was introduced and first read on the ___ day of _____, 2013, and had its second reading at the regular meeting of the Hemet City Council on the _____ day of _____, 2013, and was passed by the following vote:

AYES:

NOES:

ABSTAIN:

ABSENT:

_____
Sarah McComas, City Clerk

Exhibit "A"

Ordinance Bill 13-014

EXHIBIT "A"

CHAPTER 67 - GRADING, SEDIMENT AND EROSION CONTROL

Sec. 67-1 – General Provisions
Sec. 67-2 – Definitions
Sec. 67-3 – Authority of City Engineer
Sec. 67-4 – Permit Required
Sec. 67-5 – Permit Exceptions
Sec. 67-6 – Grading Permits
Sec. 67-7 – Appeals
Sec. 67-8 – Grading, Erosion and Sediment Control Securities
Sec. 67-9 – Responsibility of Permitee
Sec. 67-10 – Time of Grading Operations
Sec. 67-11 – Import and Export of Earth Materials
Sec. 67-12 – Contractor Qualifications
Sec. 67-13 – Right of Entry
Sec. 67-14 – Protection of Utilities
Sec. 67-15 – Debris on Public and Private Streets
Sec. 67-16 – Disposal of Materials
Sec. 67-17 – Grading Standards
Sec. 67-18 – Erosion and Sediment Control
Sec. 67-19 – Hazardous Conditions
Sec. 67-20 – On-Site Grading Inspections
Sec. 67-21 – Change of Engineer or Contractor
Sec. 67-22 – Completion of Work
Sec. 67-23 – Violations and Penalties

67-1 GENERAL PROVISIONS

A. Purpose and Scope

The purpose of this Chapter is to regulate grading activity within the City of Hemet to safeguard the public welfare, life and property. This Chapter establishes rules and regulations to avoid the discharge of sediments, pollutants, wastes, and hazardous materials into public or private storm drains and surface waters from land clearing and related activities. This Chapter establishes procedures for the issuance and enforcement of grading permits.

B. Grading Standards

The City Engineer shall prepare the "City of Hemet Grading and Erosion Control Standards" setting forth administrative procedures and technical requirements implementing this Chapter. The City Engineer shall have the authority to update and revise these standards as necessary.

67-2 DEFINITIONS

The following terms shall have the meanings provided in this section, unless the context clearly indicates otherwise.

"Applicant" means any individual, corporation or partnership, public agency or any other legal entity who submits an application for a grading permit under this Chapter.

"Approved Plans" means grading plans that bear the signature of the City Engineer.

"ASTM" means the American Society for Testing Materials.

"Backfill" means re-filling an area that has been excavated.

"Best Management Practices" or "BMPs" means activities defined in 40 CFR 122.2, as such regulation may be amended from time to time, to prevent or reduce the pollution of the waters of the United States.

"*California Building Code*" means the version of the California Building Code in effect in the City, as it may be amended by the City from time to time.

"City Engineer" means the Director of Engineering/City Engineer of the City of Hemet, or his/her duly delegated representative.

"Clearing and Grubbing" or "*Clearing*" means the removal of vegetation (brushes, trees, grass, and other plants), weeds, manmade structures, rocks, and other materials from land by any means for the purpose of developing a site.

"Compaction" means the densification of soils by mechanical or other approved means.

"Construction General Permit" is the permit issued by the State Water Resources Control Board establishing waste discharge requirements for discharges of storm water runoff associated with construction and land disturbance activities, as such permit may be amended from time to time.

"Construction Site" or "*Site*" means the location of any development project that requires a grading permit.

"Cut" or "Excavation" means the activity by which soil, rock, gravel or sand is removed, cut into, dug, quarried or relocated.

"Emergency" means a condition that constitutes a serious and immediate threat to the public health, safety or welfare.

"Engineer of Record" means the registered professional engineer who supervised and signed the grading plan approved by the City Engineer.

"Erosion" means the process by which the surface of the earth is worn away as a result of water or wind action.

"Erosion and Sediment Control Plan" is a plan prepared under the supervision of and signed by a Civil Engineer showing the protection of the construction site from erosion and the protection of storm drains, driveways and streets from runoff.

"Fault" means a fracture in the earth's crust along which movement has occurred. A fault is considered active, as defined by the California Division of Mines and Geology, if the movement has occurred within the last eleven thousand (11,000) years.

"Fill" means the placement of soil, sand, gravel, rock, or other material for building up the level of an area of ground.

"Fugitive Dust" means particulate matter in the air due to manmade sources as determined by South Coast Air Quality Management District Rule 403, as such rule may be amended from time to time.

"Geologic Hazard" means any geologic feature capable to cause physical injury or structural damage. Such hazard may include, but are not limited to, slope instability, landslide, liquefaction, seismicity, ground fracture, seepage, etc.

"Geotechnical Report" means a report prepared under the supervision of, and signed by a registered geotechnical engineer and approved by the City Engineer.

"Grade" or "*Slope*" means the vertical elevation of the ground, as follows:

a. *Natural Grade:* The grade of unaltered ground surface.

b. *Existing Grade:* The grade of the ground surface prior to any grading activity pursuant to approved plans.

c. *Rough Grade:* The grade of the ground surface after work is completed in conformance with the approved plans, but without hard surfaces.

d. *Finish Grade:* The grade of the ground surface after work is completed in conformance with the approved plans, including hard surfaces.

"Grading" means any earth moving activity including, but not limited to, excavation, filling, stockpiling, or clearing and grubbing.

"Grading Standards" means the City of Hemet Grading and Erosion Control Standards prepared and maintained by the City Engineer.

"Greenbook Standards" means those standards articulated in the current edition of the Standard Specifications for Public Works Construction, published by Public Works Standards, Inc.

"Maximum Extent Practicable (MEP)" means the standards established by Congress in Clean Water Act Section 402(p)(3)(B)(iii) applicable to operators of MS4 permits.

"Municipal Separate Storm Sewer System (MS4)" means a storm water conveyance system, including roads, ditches, channels, catch basins, curbs and gutters, and storm drains, owned and/or operated by the City of Hemet.

"National Pollution Discharge Elimination System (NPDES)" means the national program for issuing, modifying, monitoring, enforcing, modifying and revoking permits, under Sections 307, 318, 402, and 405 of the Clean Water Act.

"Natural Terrain" means the condition of land prior to any disturbance due to grading or other artificial process.

"Owner" means a person who owns a construction site.

"Permit" or "*Grading Permit*" means any rough grading permit, precise grading permit or stockpile permit issued by the City in compliance with this Chapter.

"Permitee" means any person to whom a permit is issued under this Chapter.

"Person" means any individual, firm, association, organization, partnership, business trust, corporation, company or other entity.

"Pollutant" means any substance that may cause or contribute to the degradation of water quality.

"Precise Grading Permit" means a permit that is issued on the basis of approved plans that show the precise location of buildings, structures, drainage devices, finished elevations, and other on-site improvements for a particular site.

"Quarrying" means the removal and extraction of rock, stone, sand, or similar materials from an open excavation for commercial purposes.

"Regional Water Quality Control Board (RWQCB)" means the Santa Ana Regional Water Quality Control Board.

"Retaining Wall" means a structure designed to resist lateral displacement of any material. Retaining walls require a separate permit from the Community Development Department's Building Division.

"*Rough Grading Permit*" means a permit that is issued on the basis of approved plans that show interim building pads and drainage elevations.

"South Coast Air Quality Management District (SCAQMD)" means the regulatory agency for all portions of Los Angeles, Orange, Riverside and San Bernardino Counties that oversees air pollution emissions generated by construction activities, including fugitive dust.

"State Water Resources Control Board (SWRCB)" means the regulatory authority that develops statewide water protection policies, allocates water rights, and establishes water quality standards.

"Stockpile" or "*Stockpiling*" means a temporary uncompacted fill placed by artificial means.

"Stockpile Permit" means a permit issued by the City Engineer which allows for the stockpiling of fill for a period of time not to exceed six months.

"Storm Water Pollution Prevention Plan (SWPPP)" means the document required by the Construction General Permit describing the BMPs that will be implemented to protect storm water runoff.

"Terrace" means a step constructed in the face of a slope for drainage and maintenance purposes.

"Watercourse" means a permanent or intermittent stream of surface water, whether natural or manmade.

"Watershed" means a geographical area that drains to a specific point.

"Wet Season" means the period of time from October 1st through April 30th.

"Water Quality Management Plan (WQMP)" means a plan submitted for City's approval addressing post-construction measures to mitigate storm water pollution generated by a development.

67-3 AUTHORITY OF CITY ENGINEER

The City Engineer is authorized and directed to enforce the provisions of this Chapter. The City Engineer shall have the authority to render interpretations of this Chapter and to adopt Grading Standards in order to clarify the application of this Chapter.

67-4 PERMIT REQUIRED

Except as provided in Section 67-5, no person shall conduct any grading on a site without a permit from the City issued in accordance with this Chapter.

67-5 PERMIT EXCEPTIONS

Grading permits are not required for the following operations:

A. An excavation that does not exceed fifty (50) cubic yards and that satisfies either of the following:

   1. The excavation is less than two (2) feet in vertical depth; or,

2. The excavation does not create a slope greater than five (5) feet in vertical height and steeper than two (2) horizontal feet for every one (1) vertical foot.

B. A fill that does not exceed fifty (50) cubic yards and that satisfies all of the following:

1. The fill is less than one (1) foot in vertical height,

2. The fill is placed on a natural grade with a slope flatter than five (5) horizontal feet to one (1) vertical foot, and

3. The fill does not obstruct any drainage course.

C. A fill that does not exceed fifty (50) cubic yards and that satisfies all of the following:

1. The fill is lower than three (3) feet in vertical height,

2. The fill is not intended to support structures or mobile homes,

3. The fill does not obstruct any drainage course.

D. An excavation below the finish grade for re-compaction purposes that either of the following:

1. The excavation is within five (5) feet of the footings of any existing building, or

2. The excavation is for a basement and footings for new construction, including mobile homes, retaining walls, wells, septic systems, or other structures with a valid building permit.

E. Exploratory excavations conducted under the direction of a licensed professional civil engineer, geotechnical engineer, geologist, archaeologist or paleontologist, provided all excavations are properly backfilled or otherwise restored.

F. Excavation and backfill for installation of underground utilities by public agencies or private companies operating under the authority of a franchise and/or an encroachment permit.

G. Grading by public agencies or their agents for the construction and maintenance of roads or facilities for the generation, storage or transmission of electricity or water, including storm water. Work may be subject to the preparation and implementation of a Water Quality Management Plan (WQMP).

H. Grading conducted by federal, state or local government, or by a local agency as defined by Government Code Sections 53090 to 53095 (special districts).

I. Mining, quarrying, excavating, processing, or stockpiling of rock, gravel, aggregate, sand or clay for commercial purposes by a person with a valid Conditional Use Permit from the City, provided that these operations do not alter the direction of, or contribute to sedimentation of, natural watercourses, and do not affect the lateral support of any adjacent properties.

J. Landfills that have all of the permits necessary to operate from the appropriate federal, state and local agencies.

K. Grading performed for agricultural purposes in connection with the raising of crops or animals, but not including grading for construction of buildings and/or structures.

L. Excavating and backfilling individual graves at a cemetery with a valid Conditional Use Permit from the City.

M. Clearing and grubbing done at the direction of the Fire Chief to mitigate a potential fire hazard, provided that the clearing and grubbing does not damage any rare, endangered or protected species of plants or animals, or their habitat, or archaeological or historical resources.

N. Routine clearing and grubbing for maintenance of existing landscaped areas, unless such areas are part of any waterway, floodway or floodplain, wetland, pond, vernal pool or riparian habitat, channel or lake.

67-6 GRADING PERMITS

A. Types of Grading Permits

1. *Rough Grading Permit:* The City Engineer may issue a rough grading permit upon completion of an application in accordance with this Chapter and Article 3.1 of the Grading Standards.

2. *Precise Grading Permit:* The City Engineer may issue a precise grading permit upon completion of an application in accordance with this Chapter and Article 3.1 of the Grading Standards.

3. *Stockpile Permit:* The City Engineer may issue a stockpile permit to allow stockpiling on a site for up to six (6) months, or longer if an extension is granted. The stockpiled materials may be compacted and used as fill on the site under a subsequently issued rough or precise grading permit.

B. Application Submittals

1. *Required Submittals:* To obtain a grading permit the applicant must submit the following:

a. *Application Form*: A completed application form furnished by the City Engineer.

b. *Fees*: Each application shall be accompanied by the corresponding fees and/or deposits set by resolution of the City Council.

c. *Plans and Specifications*: Each application shall be accompanied by the following documentation, which shall be kept current until the conclusion of the permitted activity:

i. engineering plans and specifications, signed by an Engineer of Record, prepared in accordance with Article 4.1 of the Grading Standards;

ii. an erosion and sediment control plan prepared in accordance with Article 10 of the Grading Standards;

iii. a geotechnical report prepared in accordance with Article 4.1 of the Grading Standards;

iv. proof of application for coverage under the State Water Resources Control Board's NPDES permit for construction activities; and

v. all other information required by the City Engineer as indicated in Article 3.1 of the Grading Standards.

2. *Additional Submittals:* The City Engineer may also require an applicant to submit one or more of the following documents depending on the nature of the project:

a. *Seismicity Report (Alquist-Priolo Earthquake Fault Zoning Act)*

A seismicity report shall be required as a condition of issuance of a grading permit for all applications associated with subdivisions, projects that propose the development of critical and major structures as defined in the California Building Code, and all other projects that lay within an earthquake fault zone. Such report shall comply with the requirements of the Alquist-Priolo Earthquake Fault Zoning Act (Public Resources Code Section 2621 et seq.) and the provisions of Article 4.1(b) of the Grading Standards.

b. *Dust Prevention and Control Plan*

A dust prevention and control plan setting forth the procedures that will be used during construction activity to minimize wind borne particles. Even if the applicant is not required to submit a

dust prevention and control plan, all grading and related activity shall comply with AQMD's Rule 403 (Fugitive Dust Emissions), as such rule may be amended from time to time, and the provisions of Article 10 of the Grading Standards.

c. *Haul Route Plan*

When public roads are used to move construction materials from or to the site during grading operations, a haul route plan shall be required. Deviation from the designated routes shall constitute a violation of the conditions of the permit issued under this Chapter.

C. PERMIT ISSUANCE, EXPIRATION AND EXTENSION

1. *Permit Issuance*. The City Engineer shall issue a permit to an applicant if the City Engineer determines that the applicant has submitted a complete application form, paid the required fees and/or deposits, posted the required securities, and all of the required plans and specifications have been submitted and approved by the City Engineer. All permits shall be valid for a period of one hundred and eighty (180) days from the date of issuance unless an extension of time is granted.

2. *Expiration for Failure to Commence or Diligently Continue Work:*

   a. A permit shall automatically expire if the work authorized by the permit is not commenced within ninety (90) days from the date of issuance.

   b. A permit shall automatically expire if the work authorized by the permit is suspended or abandoned for a period of ninety (90) consecutive days after the work has commenced.

3. *Extensions of Time*. The City Engineer may extend the term of the permit upon written request by the applicant explaining the circumstances that have prevented or delayed the completion of the work. The City Engineer may, in his or her discretion, extend the life of the permit for a period of time not to exceed an additional one hundred and eighty (180) days. A request for an extension of time shall be submitted not later than sixty (60) days prior to the expiration of the permit. Only one extension of time may be granted per permit.

D. Denial of Permit

A permit shall not be issued if any of the following apply

1. The applicant fails to submit a complete application form;

2. The submitted plans and specifications do not comply with the requirements of this Chapter and the Grading Standards;

3. The securities required in Section 67-8 have not been posted;

4. The application contains false or misleading information;

5. The applicant fails to pay all required fees and/or deposits.

6. There is a moratorium, court order, injunction, or any other legal order prohibiting the issuance of the permit;

7. The City Engineer finds that the proposed work may

    a. Create any hazard to person or property;

    b. Adversely interfere with existing drainage courses;

    c. Expose any property to landslide or other geologic hazard;

    d. Damage or endanger any environmentally sensitive species, habitat, rocks and/or archeological artifacts;

    e. Cause erosion, flooding or deposit of materials on any other property or public or private roads;

    f. the proposed work is inconsistent with the General Plan, this Code, or an approved subdivision map.

E. **Permit Not Transferrable**

A permit is not transferrable upon a change of ownership of the site. If a change of ownership occurs after a permit has issued but before the work is complete, a new permit shall be required for completion of the work under the new ownership.

F. **Modifications to Permit**

If changes are made to the approved plans and specifications after a permit has issued, any additional work, yardage and plan checking shall be charged to the applicant.

67-7 APPEALS

A. The applicant or any other person(s) not satisfied with the decision by the City Engineer in regards to issuance of a permit under this Chapter may file a written appeal to the City Clerk for a hearing by the City Council.

B. Any appeal shall be filed within three (3) business days following the City Engineer's decision on the permit application.

C. The City Clerk shall set a hearing to consider the appeal at the earliest possible regularly scheduled City Council meeting.

D. The City Council, after reviewing the pertinent documents and considering the testimonies may:

1. Uphold the City Engineer's decision; or

2. Reverse the City Engineer's decision, consistent with the requirements of this Chapter; or

3. Modify the City Engineer's decision, consistent with the requirements of this Chapter.

67-8 GRADING, EROSION AND SEDIMENT CONTROL SECURITIES

A. **Types of Securities:** A permit shall not issue unless the permitee first posts a security with the City comprised of a cash deposit, letter of credit, or a bond issued by a surety authorized to conduct business in the State of California, in the amount specified in Article 4.1 of the Grading Standards.

B. **Default in Performance of Conditions:** Whenever the City Engineer determines that a default has occurred in the performance of the terms and conditions of the permit, written notice shall be given to the permittee and, when applicable, to the surety. Such notice shall specify the work to be done, the estimated cost and the period of time the permittee has to complete the work. If the permittee does not complete the work in the time specified in the notice, the security posted by the permitee shall cover the payment of all necessary costs and expenses that may be incurred to complete the work.

C. **Emergency Work:** Whenever the City Engineer performs emergency work on a site, the permitee shall be liable for all direct and indirect costs incurred by the City to remedy the emergency to the City Engineer's satisfaction. The City may suspend the permit until the permitee posts a cash deposit to cover the City's costs or fully reimburses the City for its costs.

67-9 RESPONSIBILITY OF PERMITEE

The permitee shall be knowledgeable of the conditions and restrictions imposed by the permit. The permitee shall also be responsible to keep an approved copy of the grading plan in an accessible location on the site while grading operations are in progress.

67-10 TIME OF GRADING OPERATIONS

Grading is allowed Monday through Friday between the hours of 6:00 AM and 6:00 PM from June 1 through September 30, and between the hours of 7:00 AM and 6:00 PM from October 1 through May 31. Grading is allowed on Saturdays between the hours of 7:00 AM and 6:00 PM year round. Grading on Sundays is prohibited.

The City Engineer may extend the hours allowed for grading if he or she determines that such operations are not detrimental to the health, safety or welfare of the occupants of nearby structures, or the quiet enjoyment of nearby residential property.

67-11 IMPORT AND EXPORT OF EARTH MATERIALS

The hauling of soil, sand, gravel, rock, or other earthen material from or to the construction site on public roadways shall be subject to the following requirements:

A. The permitee shall be responsible for maintaining the public roadways so used free of dust, earth, or debris generated by the hauling. Water, dust palliative, or both shall be used to alleviate or prevent dust generated by loading and hauling to migrate onto public roadways.

B. Loading and hauling of soils, sand, gravel, rock , or other earthen materials from or to the site, shall be done within the hours established in Section 67-10.

C. Vehicles hauling soil, sand, gravel, rock or other earthen materials from or to the site shall only uses the points of ingress and egress to the site designated on the approved grading plan.

D. The grade of the first fifty (50) feet of an access road shall be three percent (3%) or less, measured from the point where the access road meets a public roadway.

E. A stop sign shall be posted at the point where an access road meets a public roadway.

F. Advanced warning signs with the words "Truck Crossing" shall be posted on the public roadway at locations approved by the City Engineer.

G. An import/export fee, set by resolution of the City Council, shall be paid for hauling from or to the site.

67-12 CONTRACTOR QUALIFICATIONS

All contractors performing work under a permit issued pursuant to this Chapter shall have all valid licenses and insurance required by the State of California and the Grading Standards.

67-13 RIGHT OF ENTRY

The owner or authorized agent of a site shall grant a right to entry into the site to the City for inspection, emergency work, or correction of work not performed in compliance with the conditions of the permit. The owner or authorized agent shall agree to indemnify the City for any claims or damages resulting from the City's entry into the site for any correcting or emergency work.

67-14 PROTECTION OF UTILITIES

A. The permitee shall be responsible for the prevention of damage to public utilities and services during grading operations. This responsibility applies to the site and along any haul routes.

B. The permitee shall take reasonable steps to coordinate the proposed excavation with all interested utility companies, agencies and districts.

67-15 DEBRIS ON PUBLIC AND PRIVATE STREETS

A permitee shall not throw, leave, place, dump, deposit or spill soil, sand, gravel, rock or other earthen materials on public roadways or any portion of the public right-of-way. The permitee shall be responsible for the complete removal and clean-up of such materials from the right-of-way.

If a permitee fails to immediately remove the debris, the City may cause the clean-up to be done and the cost of such clean-up shall be the responsibility of the permitee. The City Engineer may require an additional cash deposit from the permittee to insure the cleanup of public roadways and rights-of-way in the future.

67-16 DISPOSAL OF MATERIALS

The disposal of waste and recycling materials removed from the site during grading shall be in compliance with the state law and this Code.

67-17 GRADING STANDARDS

All grading shall conform to the requirement of the Grading Standards unless otherwise recommended by the geotechnical report and approved by the City Engineer. All precise grading shall be designed to provide accessibility to all entrances and exterior ground-floor exits and to normal paths of travel in accordance with California Disabled Access Regulations (California Code of Regulations, Title 24, Part 2), as such regulations may be amended from time to time.

67-18 EROSION AND SEDIMENT CONTROL

A. All erosion and sediment control plans shall conform to the requirements of the Grading Standards and meet the objectives and requirements of the Clean Water Act and its associated regulations, the City's MS4 permit, the Construction General Permit, NPDES requirements, and any other law, regulation, ordinance, permit or authorization applicable to activities authorized by the permit.

B. If the permitee does not install or maintain the erosion and sediment controls identified in the erosion and sediment control plan or as required by this Chapter, the City Engineer may order City crews to do the work or may issue contracts for such work. The security posted by the permitee shall cover the costs of performing this work, plus reasonable overhead. No work may be done on the site by the permitee except erosion and sediment control work until the security is replenished.

C. Erosion and Sediment Control Maintenance

1. Prior to and after each rainstorm, silt and debris shall be removed from check dams, desilting basins, curbs, gutters, streets, brow ditches, terrace drains, silt fences and other private and public storm water conveyance systems shall be dewatered to prevent overfilling between storm events.

2. Prior to and after each rainstorm, the erosion and sediment control system shall be evaluated and revised and repaired as necessary.

3. The permitee shall be responsible for and shall take necessary precautions to prevent public trespass onto areas where impounded water, due to erosion and sediment control devices, creates a hazardous condition.

67-19 HAZARDOUS CONDITIONS

A. Hazardous conditions exist when any grading activity occurs that creates a hazard to life or limb, or a danger to public safety, or endangers the safety, usability, or stability of adjacent property, structures or public facilities.

B. The City Engineer, or his/her designee, may examine or cause to be examined, every condition reported to the City as being hazardous.

C. Upon confirmation of a hazardous condition, the City Engineer shall provide written notification to the permitee requiring mitigation of the hazardous condition and the time frame for compliance. The notice shall inform the permitee that if the hazardous condition it not mitigated in the time frame given, the City Engineer may perform the work at the permittee's cost, and the permit may be suspended as provided for in paragraph D of this Section.

D. The permitee shall comply with any demand to correct a hazardous condition. In the event that remedial action is not completed within the period given, the City Engineer may perform the work. Whenever the City Engineer performs such work, the permitee shall be liable for all direct and indirect costs incurred by the City to remedy the hazardous condition to the City Engineer's satisfaction. The City may suspend the permit until the permitee posts a cash deposit to cover the City's costs or fully reimburses the City for its costs.

67-20 ON-SITE GRADING INSPECTIONS

A. All grading for which a permit is issued pursuant to the provisions of this Chapter shall be subject to inspection by the City Engineer to ensure the grading has been done in conformance with the approved plans and specifications. The City Engineer may also inspect the site prior to the approval of any permit to determine that the plans and specifications are current and reflect existing conditions.

B. If the City Engineer finds that the soil or other conditions are not as stated in the approved plans and soil or geology reports, the City Engineer may refuse to allow further work until a revised grading plan is submitted and approved.

C. If the City Engineer determines that any grading done does not comply with the terms of the permit, or this Chapter, the City Engineer may order the work stopped by notice in writing to the permitee.

D. Whenever any work on which inspections are required is covered or concealed by additional work without first having being inspected, the City Engineer may require by written notice, that such work be exposed for examination. The work of exposing and recovering shall be done at the permitee's sole expense.

67-21 CHANGE OF ENGINEER OR CONTRACTOR

If the Civil Engineer, Engineer of Record, the Geotechnical Engineer, the Engineering Geologist, or the contractor of record is changed during the course of the work, all grading shall be stopped until the permitee submits a letter to the City Engineer verifying the change of the responsible professional and the new responsible professional submits a letter in writing stating that he or she has reviewed all prior reports and/or plans (specified by date and title) and work performed by the prior responsible professional party, and that he or she concurs with the findings, conclusions and recommendations, and is satisfied with the work performed.

Notwithstanding the foregoing, where it is clear that the permitee contracted with a firm and not an individual engineer or geologist, the engineer or geologist may be replaced with another engineer and or geologist within the firm without having to comply with this Section.

67-22 COMPLETION OF WORK

The permitee or his agent shall notify the City Engineer when the grading operation is ready for final inspection. Final approval shall not be given until all work, including installation of all drainage facilities and their protective devices, and all erosion and sediment control measures, including landscaping and its irrigation system, have been completed in accordance with the approved plans, and the required reports have been submitted. Where landscape planting for erosion and sediment control has been installed, securities will not be released until the plantings have become established. The establishment of such erosion and sediment control plantings shall be certified by a licensed landscape architect and approved by the City Engineer.

67-23 VIOLATIONS AND PENALTIES

A. It shall be unlawful for any person, firm or corporation to perform any grading work within the City of Hemet, or cause the same to be done, in violation of any of the provisions of this Chapter or state or federal laws. A violation of this Chapter is grounds for denial or revocation of a permit.

B. Failure to obtain a permit and paying the corresponding fees before commencing work is a violation of this Chapter, except when an emergency existed which made it impractical to first obtain the permit. The determination of the existence of an emergency shall be solely within the discretion of the City Engineer.

C. The following shall constitute a public nuisance:

1. Any grading, or related work, conducted without a permit as required by this Chapter.

2. Any grading, or related work, performed in violation of the conditions imposed by a permit, issued pursuant to this Chapter.

3. The existence of a hazardous condition as defined in Section 67-19 of this Chapter, upon the determination by the City Engineer that such condition exists.

D. Violations of this Chapter may be enforced by administrative citation.

AGENDA # 20

Staff Report

To: Honorable Mayor and Members of the City Council

From: Gary Thornhill, Interim Assistant City Manager

Date: June 11, 2013

SUBJECT: Animal Control Services Contract

Recommendation:

Authorize the City Manager to enter into a Professional Service Agreement with the Ramona Humane Society (RHS) to provide animal control services for the City of Hemet.

Background:

The Ramona Humane Society (RHS) has been providing animal control services to the city for the past three (3) years. The term of the current three (3) year contract expires on June 30, 2013. During this period of time, RHS has performed their contractual obligations in a very satisfactory and responsive manner.

Staff sent out Requests for Proposals (RFPs) for animal control services and received two submittals: one from Riverside County Department of Animal Services and one from our existing provider, RHS. An internal working group from several city departments that interface with animal control services met on May 21, 2013, and after carefully reviewing both proposals, recommended that the city retain the services of RHS for another three year term. The total costs for services per annum for both proposals are:

Riverside County:	$254,325
Ramona Humane Services:	$214,969

However, the proposals were difficult to compare directly, as the county proposed some credits that would return revenues to the city, which were pretty clearly defined in year one, but not easy to quantify in years two (2) and three (3). Also, during the preliminary review of the county's proposal, some significant costs that staff assumed were going to be borne by the city were actually additional costs that pet owners would incur, such as quarantines, owner turn-ins, put to sleep, etc. These costs were not clearly stated in the proposal and were not clarified until staff met with county animal control representatives

and verified the numbers. The county also proposed instituting a micro-chip program that was tied to user fee increases to help fund the program. Staff believes that this program has a lot of merit and should be evaluated and possibly included in later proposals that we send out. However, it is staff recommendation that the council needs to weigh in on some of benefits and negatives associated with micro-chipping before including it in our animal control program at this time.

Because this is a professional services contract, the decision basically comes down to which agency can provide the best service to the city. As the council is aware, the city has had experience with RHS and the county over the years, and the consensus of staff who have worked closely with these agencies over this period of time is that RHS been the superior service provider.

Therefore, because Ramona Humane Society's proposal is less than the county's proposal and their service to the city has been very satisfactory, staff is recommending that the council approve a new three (3) year agreement with RHS to continue to provide animal control services to the City of Hemet. The council may also want to consider a couple of one-year time extensions after the initial three year term expires, provided that RHS continues to perform their duties in an acceptable manner.

Fiscal Impact:

The RHS proposal will have a fiscal impact to the city of $214,969 per year and a three (3) year cost totaling $644,907

Respectfully submitted,

Gary Thornhill
Interim Assistant City Manager

Fiscal Review:

Rita Conrad
Deputy City Manager

Attachment:

A. Professional Services Agreement

ANIMAL FIELD SERVICES AND SHELTERING AGREEMENT
BETWEEN THE CITY OF HEMET
AND RAMONA HUMANE SOCIETY, INC.

THIS AGREEMENT is made and effective as of July 1, 2013, between the City of Hemet, a municipal corporation ("City") and Ramona Humane Society, Inc., a nonprofit corporation ("Contractor").

WHEREAS the City is desirous of CONTRACTOR providing a full range of animal control activities for the purpose of safeguarding the health and safety of the population of the City of Hemet and the health and safety of its domestic animals, and for the purpose of promoting the humane treatment of animals and the stimulation of public support for enforcement of City ordinances relating to animal control; and

WHEREAS, CONTRACTOR has the ability to provide such services;

In consideration of the mutual covenants and conditions set forth herein, the parties agree as follows:

1. TERM. This Agreement shall commence on July 1, 2013, and shall remain in affect until June 30, 2016, unless sooner terminated or amended pursuant to the provisions of this Agreement. The City reserves the right to extend this Agreement for two (2) additional one (1) year terms. Should the option to renew for additional years be exercised, the City and Contractor shall negotiate any price increase.

2. SERVICES.

a. Contractor shall perform the services and tasks described and set forth in Exhibit "A" attached hereto and incorporated herein as though set forth in full.

b. City hereby appoints the President, CEO of the Ramona Humane Society, Inc. as Animal Control Director for City and delegates these to all the powers, duties and obligations of Animal Control Director as set forth in Chapter 10 of the City of Hemet Municipal Code and State Law, and authorizes the Director or designee of the Director to operate and manage animal shelter activities on behalf of City. This contract does not limit the powers conferred or the duties imposed upon the Director or designee of the Director by the ordinances of the City of Hemet. The powers conferred and the duties imposed upon the Animal Control director or designee of the Director by their appointment as Animal Control Officers by State law is in addition to their powers and duties as Director and animal control officers for City.

3. PERFORMANCE. Contractor shall at all times faithfully, competently and to the best of its ability, experience and talent, perform all tasks described herein. Contractor shall employ, at a minimum, generally accepted standards and practices utilized by persons engaged in providing similar services as are required of Contractor hereunder in meeting its obligations under this Agreement.

4. **PAYMENT.**

a. Provided Contractor is not in default, City agrees to pay Contractor monthly, in accordance with the payment rates as set forth in Exhibit "B", Compensation, attached hereto and incorporated herein by this reference as though set forth in full.

b. Contractor shall submit a detailed invoice to include the following:

1. All types of Intake: Stray, Owner Turn-In, Dead on Arrival, Put to Sleep, Quarantines, Adoptions, Return to Owner, other
2. Type of Animal

3. Total Number
4. Cost for each animal/incident
5. Field Services
6. Total Cost
7. Other Fees, ie. Spay/Neuter fee, After Hour Calls, Mileage, Veterinarian Fee, Licenses, Relocated

c. Compensation paid to Contractor shall not exceed estimated amount of two hundred fourteen thousand nine hundred sixty nine dollars ($214,969.00), except that CONTRACTOR may, retain license and citation fees. The total term of the Agreement unless additional payment is approved as provided in this Agreement.

d. Contractor shall not be compensated for any services rendered in connection with its performance of this Agreement which are in addition to those set forth in Exhibit "A", unless such additional services are authorized in advance and in writing by the City. Contractor shall be compensated for any additional services in the amounts and in the manner as agreed to by City and Contractor at the time City's written authorization is given to Contractor for the performance of said services. The City may approve additional work as per City policy.

e. Contractor will submit invoices monthly for actual services performed. Invoices shall be submitted between the first and fifteenth business day of each month, for services provided in the previous month. Payment shall be made within thirty (30) days of receipt of each invoice as to all non-disputed fees. If City disputes any of contractor's fees it shall give written notice to Contractor within 30 days of receipt of an invoice of any disputed fees set forth on the invoice.

f. Pricing shall remain firm and fixed for a minimum of three (3) years. Any and all requests for pricing adjustments for follow-on contract renewal periods shall be provided no later than sixty (60) days prior to the end of the contract period. In no case shall the increase exceed 5%.

5. SUSPENSION OR TERMINATION OF AGREEMENT WITHOUT CAUSE.

a. City may at any time, for any reason, with or without cause, suspend or terminate this Agreement, or any portion hereof, by serving upon the contractor at least sixty (60) days prior written notices. Upon receipt of said notice, the Contractor shall immediately cease all work under this Agreement, unless the notice provides otherwise. If City suspends or terminates a portion of this Agreement such suspension or termination shall not make void or invalidate the remainder of this Agreement.

b. In the event this Agreement is terminated pursuant to this Section, the City shall pay to Contractor the actual value of the work performed up to the time of termination, provided that the work performed is of value to the City. Upon termination of the Agreement pursuant to this Section, Contractor will submit an invoice to the City pursuant to Section 4.

6. DEFAULT OF CONTRACTOR. The Contractor's failure to comply with the provisions of this Agreement shall constitute a default. In the event that Contractor is in default for cause under the terms of this Agreement, it may serve the Contractor with written notice of the default. The Contractor shall have (10) days after service upon it of said notice in which to cure the default by rendering a satisfactory performance. In the event that the Contractor fails to cure its default within such period of time, the City shall have the right, notwithstanding any other provision of this Agreement, to terminate this Agreement without further notice and without prejudice to any other remedy to which it may be entitled at law, in equity or under this Agreement.

7. DEFAULT OF CITY. If the Contractor determines that the City is in default in the performance of any of the terms or conditions of this Agreement, it shall serve the City with written notice of the default. City shall have (30) days after service upon it of said notice in which to cure the default. In the event that the City fails to cure its default within such period of time, Contractor shall have the right, notwithstanding any other provision of this Agreement, to terminate this Agreement without further notice and without prejudice to any other remedy to which it may be entitled at law, in equity or under this Agreement. Contractor shall cooperate with City in responding promptly to requests for public records held by Contractor.

8. OWNERSHIP OF DOCUMENTS.

a. Contractor shall maintain complete and accurate records with respect to sales, costs, expenses, receipts and other such information required by City that relate to the performance of services under this Agreement. Contractor shall maintain adequate records of services provided in sufficient detail to permit an evaluation of services. All such records shall be maintained in accordance with generally accepted accounting principles and shall be clearly identified and readily accessible. Contractor shall provide free access to the representatives of City or its designees at reasonable times to such books and records, shall give City the right to examine and audit said books and records, shall permit City to make transcripts there from as necessary, and shall allow inspection of all work, data, documents, proceedings and activities related to this Agreement. Such records, together with supporting documents, shall be maintained for a period of three (3) years after receipt of final payment. Contractor shall cooperate with City in responding promptly to public records request for records held by contractor.

b. Upon completion of, or in the event of termination or suspension of this Agreement, all original documents, designs, drawings, maps, models, computer files containing data generated for the work, surveys, notes, and other documents prepared in the course of providing the services to be performed pursuant to this Agreement shall become the sole property of the City and may be used, reused or otherwise disposed of by the City without the permission of the Contractor. With respect to computer files containing data generated for the work, Contractor shall make available to the City, upon reasonable written request by the City, the necessary computer software and hardware for purposes of accessing, compiling, transferring and printing computer files.

9. INDEMNIFICATION. Contractor agrees to defend, indemnify, protect and hold harmless the City, its officers, officials, employees and volunteers from and against any and all claims, demands, actions, liens, judgments, orders, losses, defense costs or expenses, including attorney fees and expert witness fees, or liability of any kind or nature which is in any way related to injury to or death of persons, or damage to property arising out of Contractor's negligent or wrongful acts or omissions arising out of or in any way related to the performance or non-performance of this Agreement, excepting only liability caused by the negligence of the City.

10. INSURANCE REQUIREMENTS. Contractor shall procure and maintain for the duration of the contract insurance against claims for injuries to persons or damages to property, which may arise from or in connection with the performance of the work hereunder by the Contractor, its agents, representatives, or employees.

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

(1) Insurance Services Office Commercial General Liability form No. CG 00 01 11 85 or 88.

(2) Insurance Services Office Business Auto Coverage form CA 00 01 06 92 covering Automobile Liability, code 1 (any auto). If the Contractor owns no automobiles, a non-owned auto endorsement to the General Liability policy described above is acceptable.

(3) Worker's Compensation insurance as required by the State of California and Employer's Liability Insurance. If the Contractor has no employees while performing under this Agreement, worker's compensation insurance is not required, but Contractor shall execute a declaration that it has no employees.

b. Minimum Limits of Insurance. Contractor shall maintain limits no less than:

(1) General Liability: $2,000,000 per occurrence for bodily injury, personal injury and property damage. If Commercial General Liability Insurance or other form with a general aggregate limit is used, either the general aggregate limit shall apply separately to this project/location or the general aggregate limit shall be twice the required occurrence limit.

(2) Automobile Liability: $1,000,000 per accident for bodily injury and property damage.

(3) Worker's Compensation as required by the State of California; Employer's Liability: One million dollars ($1,000,000) per accident for bodily injury or disease.

c. Deductibles and Self-Insured Retentions. Any deductibles or self-insured retentions of Contractor must be declared to and approved by the City Manager. At the option of the City Manager, either the insurer shall reduce or eliminate such deductibles or self-insured retentions as respects the City, its officers, officials, employees and volunteers; or the Contractor shall procure a bond guaranteeing payment of losses and related investigations, claim administration and defense expenses.

d. Other Insurance Provisions. The general liability and automobile liability policies are to contain, or be endorsed to contain, the following provisions:

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

(2) For any claims related to this project, the Contractor's insurance coverage shall be primary insurance as respects the City, its officers, officials, employees and volunteers. Any insurance or self-insured maintained by the City, its officers, officials, employees or volunteers shall be excess of the Contractor's insurance and shall not contribute with it.

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

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

(5) Each insurance policy required by this clause shall be endorsed to state that coverage shall not be suspended, voided, canceled by either party, reduced in coverage or in limits except after thirty (30) days' prior written notice by certified mail, return receipt requested, has been given to the City.

e. Acceptability of Insurers. Insurance is to be placed with insurers with a current A.M. Best's rating of no less than A:VII, unless otherwise acceptable to the City. Self insurance shall not be considered to comply with these insurance requirements.

f. Verification of Coverage. Contractor shall furnish the City with original endorsements effecting coverage required by this clause. The endorsements are to be signed by a person authorized by that insurer to bind coverage on its behalf. The endorsements are to be on forms provided by the City. All endorsements are to be received and approved by the City before work commences. As an alternative to the City's forms, the Contractor's insurer may provide complete, certified copies of all required insurance policies, including endorsements affecting the coverage required by these specifications.

11. INDEPENDENT CONTRACTOR.

a. Contractor is and shall at all times remain as to the City a wholly independent contractor. The personnel performing the services under this Agreement on behalf of Contractor shall at all times be under Contractor's exclusive direction and control. Neither City nor any of its officers, employees, agents, or volunteers shall have control over the conduct of Contractor or any of Contractor's officers, employees, or agents except as set forth in this Agreement. Contractor shall not at any time or in any manner represent that it or any of its officers, employees or agents are in any manner officers, employees or agents of the City. Contractor shall not incur or have the power to incur any debt, obligation or liability whatever against City, or bind City in any manner.

b. No employee benefits shall be available to Contractor in connection with the performance of this Agreement. Except for the fees paid to Contractor as provided in the Agreement, City shall not pay salaries, wages, or other compensation to Contractor for performing services hereunder for City. City shall not be liable for compensation or indemnification to Contractor for injury or sickness arising out of performing services hereunder.

c. All Contractor personnel and vehicles must be clearly identified as belonging to Ramona Humane Society. The Contractor shall ensure all of its employees are clean, neat and appropriately attired, with I.D. badges worn at all times during the performance of duties.

12. LEGAL RESPONSIBILITIES. The Contractor shall keep itself informed of all local, State and Federal ordinances, laws and regulations which in any manner affect those employed by it or in any way affect the performance of its service pursuant to this Agreement. Contractor shall at all times observe and comply with all such ordinances, laws and regulations. City, and its officers and employees, shall not be liable at law or in equity occasioned by failure of the Contractor to comply with this section.

13. RELEASE OF INFORMATION.

a. All information gained by Contractor in performance of this Agreement shall be considered confidential and shall not be released by Contractor without City's prior written authorization. Contractor, its officers, employees, agents or subcontractors, shall not without written authorization from the City Manager or unless requested by the City Attorney, voluntarily provide declarations, letters of support, testimony at depositions, response to interrogatories or other information concerning the work performed under this Agreement or relating to any project or property located within the City. Response to a subpoena or court order shall not be considered "voluntary" provided Contractor gives City notice of such court order or subpoena.

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

14. NOTICES. Any notices which either party may desire to give to the other party under this Agreement must be in writing and may be given either by (I) personal service, (ii) delivery by a reputable document delivery service, such as but not limited to, Federal Express, that provides a receipt showing date and time of delivery, or (iii) mailing in the United States Mail, certified mail, postage prepaid, return receipt requested, addressed to the address of the party as set forth below or at any other address as that party may later designate by Notice. Notice shall be effective upon delivery to the addresses specified below or on the third business day following deposit with the document delivery service or United States Mail as provided above.

To City: City of Hemet
445 E. Florida Avenue
Hemet, CA 92544
ATTN: City Manager

To Contractor: Ramona Humane Society, Inc.
690 Humane Way
San Jacinto, CA 92582
(951) 654-8002

15. ASSIGNMENT. Contractor shall not assign the performance of this Agreement, nor any part thereof, nor any monies due hereunder, without prior written consent of the City. Upon termination of this Agreement, Contractor's sole compensation shall be payment for actual services performed up to, and including, the date of termination or as may be otherwise agreed to in writing between the City Council and the Contractor.

16. LICENSES. At all times during the term of this Agreement, Contractor shall have in full force and effect, all licenses required of it by law for the performance of the services described in this Agreement.

17. GOVERNING LAW. City and Contractor understand and agree that the laws of the State of California shall govern the rights, obligations, duties and liabilities of the parties to this Agreement and also govern the interpretation of this Agreement. Any litigation concerning this Agreement shall take place in the municipal, superior, or federal district court

with geographic jurisdiction over the City of Hemet. In the event such litigation is filed by one party against the other to enforce its rights under this Agreement, the prevailing party, as determined by the Court's judgment, shall be entitled to reasonable attorney fees and litigation expenses for the relief granted.

18. PROHIBITED INTEREST. No officer, or employee of the City of Hemet shall have any financial interest, direct or indirect, in this Agreement, the proceeds thereof, the Contractor, or Contractor's sub-contractors for this project, during his/her tenure or for one year thereafter. The Contractor hereby warrants and represents to the City that no officer or employee of the City of Hemet has any interest, whether contractual, non-contractual, financial or otherwise, in this transaction, or in the business of the Contractor or Contractor's sub-contractors on this project. Contractor further agrees to notify the City in the event any such interest is discovered whether or not such interest is prohibited by law or this Agreement.

19. ENTIRE AGREEMENT. This Agreement contains the entire understanding between the parties relating to the obligations of the parties described in this Agreement. All prior or contemporaneous agreements, understandings, representations and statements, oral or written, are merged into this Agreement and shall be of no further force or effect. Each party is entering into this Agreement based solely upon the representations set forth herein and upon each party's own independent investigation of any and all facts such party deems material.

20. AUTHORITY TO EXECUTE THIS AGREEMENT. The person or persons executing this Agreement on behalf of Contractor warrants and represents that he or she has the authority to execute this Agreement on behalf of the Contractor and has the authority to bind Contractor to the performance of its obligations hereunder.

21. SEVERABILITY.
If any term, condition or covenant of this Agreement is declared or determined by any court of competent jurisdiction to be invalid, void or unenforceable, the remaining provisions of this Agreement shall not be affected thereby and the Agreement shall be read and construed without the invalid, void or unenforceable provision(s).

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

CITY OF HEMET

By:_____

Ronald E. Bradley, Interim City Manager

ATTEST:

By:_____

Sarah McComas, City Clerk

APPROVED AS TO FORM:

By:_____

Eric S. Vail, City Attorney

CONTRACTOR – RAMONA HUMANE SOCIETY, INC.

By: _____

Jeff Sheppard

Its: President, CEO

By: _____

Bob Duistermars

Its: Treasurer, RHS Board of Directors

(Two Signatures of Corporate Officers Required For Corporations)

EXHIBIT A

Scope of Services

1. Services To Be Provided. Contractor shall operate a complete animal control program for the City consisting of, but not limited to, field services, shelter operation, and licensing. Ramona Humane Society, Inc. will provide Animal Control Officer, a fully equipped vehicle, and shelter for the City of Hemet's animals. The Animal Control Officer will be serving the City of Hemet 8:00 am to 5:00 pm, Monday through Friday, as well as emergency calls after hours, on week-ends and holidays.

In the conduct of this program, CONTRACTOR shall perform the following specific functions:

(a) Enforcement. Enforce all applicable provisions of the Hemet Municipal Code (Animal Control) as it exists on the date of this Agreement pertaining to animals, including the issuing of warning notices or citations as necessary for violations of such Ordinances. In the event the Municipal Code is amended and the amendments would substantially alter the duties and responsibilities of CONTRACTOR under this Agreement, the parties hereto agree to meet and in good faith renegotiate those terms and conditions of this Agreement affected by such amendments.

(b) Impound. Impound all animals caught at large and collect all impound fees assessed on behalf of the City; accept stray animals brought in by private citizens; provided, however that identified, vaccinated, spayed or neutered cats shall be released as required by the Hemet Municipal Code.

(c) Quarantine. Quarantine as prescribed by law all animals suspected to be rabid.

(d) Complaint Investigation & Resolution. Investigate and pursue action on complaints and/or reports of potential violations of Municipal Code relating to animals, including unnecessary noise, in accordance with such procedures adopted by the City; respond to requests from the City, including its Police, Fire and Code Enforcement Department or division for assistance with animal related situations.

(e) Dead Animals. Remove dead animals from the public right-of-way within City limits and from other areas upon request.

(f) Potentially Dangerous/Vicious Animals. In accordance with the Hemet Municipal Code, identify potentially dangerous and/or vicious animals and initiate the administrative or legal process for their control.

(g)Trapping & Removal. As limited by subsection (b) above, respond to requests for assistance in the trapping and removal of domestic or wild animals, including coyotes and skunks, from public or private property. CONTRACTOR will offer advice in setting a trap in any enclosed space and will remove an animal caught in a trap, but shall not be required to move belongings, climb trees, crawl under houses, or so forth, or to maintain on-premises surveillance unless in the Officer's or his or her supervisor's opinion there is a direct, clear and present danger to human life or injury. CONTRACTOR will provide traps but will not be required to provide vector control. CONTRACTOR shall charge owner a fee for set up of traps.

(h) Dog Licensing.

(i) CONTRACTOR shall implement a comprehensive licensing program including conducting dog license inspections. Area-wide canvassing will be conducted as part of the field service activity. CONTRACTOR shall administer the current licensing provision of the Hemet Municipal Code.

(ii) Dog licenses shall be issued by mail, at the Ramona Humane Society, by Animal Control Officers in the field. CONTRACTOR shall send renewal notices by mail to owners of currently licensed dogs, and shall send an application for licensing when requested by owners.

(iii) CONTRACTOR shall, at Contractor's expense, provide the forms and tags to the City of Hemet for such licenses, and shall affix a professionally prepared sign at the Ramona Humane Society, stating applicable fees for licensing for the City.

(iv) CONTRACTOR shall collect all license fees and penalties on behalf of the City; issue receipts for all such fees collected and keep copies thereof. CONTRACTOR shall retain 100% of each dog license sold.

(v) CONTRACTOR shall pursue collection and/or prosecution, if appropriate, to recover any fraudulent, delinquent or worthless payment received as payment for dog licenses issued, including penalties.

(vi) CONTRACTOR shall cancel any dog license issued for which invalid payment was received, and give notice of such cancellation to the licensee.

(vii) CONTRACTOR shall maintain such records in such form as required by the City's Director of Finance so as to provide for proper cash management and for review and audit of the monies collected. CONTRACTOR shall furnish the City a monthly report detailing the licensing activities.

(i) Animal Bites. Investigate reported animal bites. CONTRACTOR may initially receive animal bite reports by telephone, but also shall respond in person to all reported bites by dogs or other suspected rabid or wild animals. CONTRACTOR shall take appropriate steps consistent with the circumstances of each separate incident to locate and quarantine the suspected animal(s) and/or assist the complained and/or injured party or parties to trap the suspected animal(s).

(j) Disposition of Unclaimed Animals. After notice and hearing as required, provide euthanasia service in a humane manner in accordance with procedures approved by the City for unlicensed animals held for five (5) days and licensed animals held ten (10) days or more, if these animals are not reclaimed by their owner and are deemed unsuitable by CONTRACTOR for adoption.

(k) Field Services. Assign a field service officer appointed as Animal Control Officer. Routine field services will be provided as necessary within the hour's limitation of this Agreement. The numbers of hours per week includes but are not necessarily limited to routine mobile patrols, investigative and rescue time, court appearances and impoundment of dangerous, wild, injured or loose animals. CONTRACTOR shall assign a sufficient number of field service employees to duty at all times to meet the needs of this Agreement. CONTRACTOR shall provide service of eight (8) hours per day during such hours as approved by the City. Telephone service for members of the public shall be not less than seven and one half (7 1/2) hours per day on a schedule approved by the City. The Shelter shall be open from 10:00 a.m. to 4:00 p.m. Monday through Saturday. Emergency response shall be available 24 hours per day; seven days per week as described in subparagraph (l). Contractor shall arrive on scene within sixty (60) minutes of the receipt of an emergency call. In the event of a late response or non-response, the City shall not be charged for the call. CONTRACTOR shall inform fire and law enforcement authorities serving the City of Hemet of the telephone numbers to access its services and shall cooperate with such authorities in developing the procedures necessary to provide after hours services.

(l) After-Hours. Provide a field service person either on duty or on call after regular hours as necessary to respond to emergency calls. City and CONTRACTOR agree that any incident reported to CONTRACTOR or City staff, through the fire or law enforcement provider involving a dangerous, wild or stray injured animal, constitutes an emergency and requires immediate action by CONTRACTOR. When the City or his or her designee has reason to believe that an animal control emergency exists, the City or his or her designee shall notify CONTRACTOR and request a prompt response. If CONTRACTOR fails to respond to such request within sixty (60) minutes or fails to respond at all, the City shall request in writing that CONTRACTOR send to the City a written explanation giving the reason(s) for the delay in responding or the failure to respond. Contractor's written explanation shall be submitted to the City within two (2) working days from the date of the request for emergency service. This Agreement and the provisions herein shall not be construed to limit the interpretation of what constitutes an emergency and/or the need for a priority response. The following examples are illustrative of the need for an immediate response from CONTRACTOR.

(1) Requests to remove a wild, dangerous or injured animal or animals from an inhabited place or vehicle;

(2) Reported animal bites involving loose animals; and,

(3) Livestock, fowl or game birds being attacked or killed by dogs or other animals.

(m) Veterinary Services. City shall be responsible for the payment of veterinarian fees incurred as a result of any humane enforcement including, but not limited to the enforcement of Penal Code 597. All attempts will be made to recover these funds from the animal owner; however, all unrecovered funds shall be paid by the City.

(n) Public Relations. Provide service to the public on matters covered in this Agreement consistent with established policies and procedures that promote courteous and efficient service and good public relations. Other policies and procedures

notwithstanding, CONTRACTOR in processing any type of complaint or request for service will indicate to the caller when a response can be expected from CONTRACTOR and how CONTRACTOR will respond. In the event an in-person response is appropriate to the specific situation, CONTRACTOR shall make such response by the end of the following business day. This provision shall be subordinate to shorter time limits specified elsewhere in this Agreement.

(o) Complaints Regarding Service. Cooperate with the City to resolve any and all complaints filed with CONTRACTOR and/or the City pertaining to services provided under this Agreement. City shall submit to "CONTRACTOR" in writing all complaints filed with the City concerning services provided by "CONTRACTOR" under this Agreement. CONTRACTOR shall report monthly in writing to the City the number of complaints received by CONTRACTOR directly or indirectly through the City pertaining to quality of service(s) provided under this Agreement.

(p) Legal. Coordinate with City and City Attorney / City Prosecutor any inspection warrants impounds or potential dangerous/vicious animal hearings or court actions.

(q) Records. Maintain and keep timely, complete and accurate records of the receipt and disposition of all animals delivered into its custody. CONTRACTOR will file a report with the law enforcement provider within twenty-four (24) hours if an impounded animal is missing or suspected to have been stolen. CONTRACTOR shall indicate on the police report the circumstances of the animal's disappearance and make available to the City the designated report or file number.

(r) Communications Equipment. CONTRACTOR agrees to provide radio equipment and frequency as necessary for effective performance of its obligations hereunder and in order to provide law enforcement backup for its field personnel.

(s) Other Equipment. CONTRACTOR shall provide all vehicles and equipment necessary for the performance of this Agreement and shall be responsible for maintenance of such vehicles and equipment, including the installation and removal of the paging or radio equipment described in Paragraph (r) of this Section. CONTRACTOR shall be responsible for all costs relating to theft, vandalism, or destruction of said equipment by fire, accident or intentional acts.

(t) Personnel & Supplies. CONTRACTOR shall provide all personnel, supplies, and equipment necessary for the efficient and effective operation of the Ramona Humane Society and animal control services and programs provided for herein, including, but not limited to animal control officers, clerical staff, license tags and forms, citation forms, notices and all necessary envelopes and postage. Animal Control Officers will complete the required animal control training program, or its equivalent, and such other training as may be required by law, before being issued a badge and given the authority to perform animal control duties. CONTRACTOR shall provide citations and door tags.

(u) Use of Ramona Humane Society. CONTRACTOR shall provide access to and use of the shelter which it leases pursuant to its animal control services agreement with the City of Hemet.

(v) Attendance at Meetings. Provide input and coordination on amendment of City animal control fees and ordinances and shall attend City Council and other City meetings as required or requested to do so.

2. Coordination. Contractor's President / CEO and the City and or designee shall meet as agreed, annually to discuss Agreement performance.

3. Reporting.

(a) CONTRACTOR shall furnish the City monthly reports detailing shelter, field, licensing and identification activities, including a summary of the utilization of field service employees' hours required in Section 1 and the records required by Section 1(q).

(b) CONTRACTOR shall maintain and keep records of all expenditures and obligations incurred pursuant to this Agreement and all income and fees received according to generally recognized accounting principles. Such records shall be maintained by CONTRACTOR for a minimum of four (4) years following the termination of this Agreement unless a lesser period is approved in writing by the City Manager. The records and/or animal control operations of CONTRACTOR shall be open to inspection and audit by the City or its authorized representative as is deemed necessary by the City upon reasonable notice to CONTRACTOR. CONTRACTOR shall provide the City a copy of Contractor's full Annual financial statement immediately upon completion thereof, but in no case later than six (6) months after the close of each fiscal year.

4. CONTRACTOR shall also implement the following programs on a continuing basis:
   (a) Public School presentations
   (b) Spay/neuter subsidy programs for low income persons (when funds are available)
   (c) Ordinance review and changes aimed at ending pet overpopulation
   (d) Animal Rescue Plan for domestic animals during disaster
   (e) Humane Officer services, 832 PC, or similar certification

5. In addition, CONTRACTOR will consult with the City and on any policy/procedure that affects Hemet animals, which shall be approved by the City prior to implementation.

EXHIBIT B
Compensation

1. City shall pay a monthly flat rate to Contractor in the amount of $7,916.33 per month for animal control field services. Contractor will retain all license and citation fees.

2. In addition to the monthly animal control field services City will pay for services in accordance with the following rates:

ANIMAL FIELD SERVICES AND SHELTERING		
Description	**Unit Price**	**Responsible Party**
Shelter Services:		
Rate per animal	**$39.04**	City
Annual Estimate based on 2,400 animals	**$93,696.00**	City
Stray	**$39.04**	City
Owner Turn-In (OTI)	-	Owner
Dead on Arrival	**$10.00**	City
Put to Sleep	-	Owner
Quarantines	**$12.00**	City
Adoptions	-	Owner
Return to Owner	-	Owner
Spay/Neuter fee	**$0.00**	RHS
Relocated	**$0.00**	RHS
Newborn	**$15.00**	City
2% of total invoice for sheltering services per month. Only for spay/neuter fund.	**2%**	City
Veterinarian Cost:		
Euthanasia	**$0.00**	City
Basic Medical Exam	**$60.00**	City
Field Services:		
Animal Control Officer (include salary, benefits, workers' comp)	**$59,996.00**	City
Stand By Animal Control Officer/ 911 calls	**$13,306.00**	City

Vehicle			
Maintenance	**$5,000.00**	City	
Mileage	**In stand by**	City	
Supplies and Other Charges:			
(include uniforms, communication equipment, hand tools, pharmaceuticals, overhead, etc.)	**$30,000.00**	City	
After Hours Calls	**In stand by**	City	
License Fees			**Term**
Altered Dogs	**$8.00**	Owner	1 year
	$15.00	Owner	2 years
	$19.00	Owner	3 years
Unaltered Dogs	**$50.00**	Owner	1 year
	$100.00	Owner	2 years
	$150.00	Owner	3 years
Senior Citizen's Altered Dogs	**$6.00**	Owner	1 year
	$7.00	Owner	2 years
	$8.00	Owner	3 years
Late Penalty	**$20.00**	Owner	license
Senior Citizen's Late Penalty	**$15.00**	Owner	license

Additional Charges		
Court order boarding		
Dogs/Cats	**$12.00/day**	City
Livestock	**$15.00/day**	City
Fowl/Small Animal	**$5.00/day**	City
Microchip Identification	**$25.00**	Owner
Traps	**Varies**	Owner

AGENDA # 21

Staff Report

TO: Honorable Mayor and Members of the Hemet City Council

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

DATE: June 11, 2013

RE: **MUNICIPAL CODE AMENDMENT 13-003 pertaining to the Maintenance, Security and Rehabilitation of Abandoned or Vacant Properties:** A city-initiated ordinance amending Chapter 14, Article XI of the Hemet Municipal Code in its entirety to establish the registration, maintenance, and security of abandoned, vacant, or foreclosed properties. This ordinance is a component of the Hemet ROCS (Restoring Our Community Strategy) Program for the City of Hemet. **(Ordinance Bill No. 13-011)**

RECOMMENDED ACTION:

That the City Council:

1. *Introduce, read by title only, and waive further reading of Ordinance Bill No. 13-011, establishing Article XI of Chapter 14 of the Hemet Municipal Code regarding the Maintenance, Security and Rehabilitation of Abandoned or Vacant Properties; and direct staff to file a Notice of Exemption in compliance with the California Environmental Quality Act.*

BACKGROUND:

The proposed ordinance is a component of the Hemet ROCS (Restoring Our Community Strategy) program, which the Mayor and Council have established as a key City initiative. The ordinance is an update to the existing section in Chapter 14 of the Hemet Municipal Code (HMC) regarding abandoned, vacant and foreclosed properties. Due to the number of changes to the existing code section, it is proposed to be re-adopted in its entirety. The proposed Ordinance Bill No. 13-001 is included as Attachment No. 1. The existing text of this chapter of the municipal code, which was originally adopted in 2008, is included as Attachment No. 4 to this report for your reference.

The primary purpose in updating the existing ordinance was to include a registration requirement and process for lenders with properties in the foreclosure process, so that those properties may be more readily identified and monitored before they deteriorated or otherwise became a nuisance in the community. Approximately 100 cities in California have passed similar ordinances to require the registration of foreclosed properties. In preparing the draft ordinance, the City Attorney and staff reviewed a number of different ordinances adopted in other cities, and incorporated the best practices in this proposed ordinance.

In addition, based upon feedback from the community and the ROCS Citizen Advisory Committee (CAC), there was a need to better regulate those properties that were either vacant, boarded-up,

or in a state of unfinished construction for a long period of time – in some cases several years. The proposed ordinance clarifies these property conditions and updates the property owner (or lender's) responsibilities for on-going maintenance and security of the structure and surrounding property.

Foreclosed and Boarded Property

Overall, the foreclosure of properties within the region and the City of Hemet is lessening, although economists predict that the problem may persist in areas of California for another 2 to 3 years. The current foreclosure activity for the City of Hemet (as of June 3, 2013), is as follows:

CITY OF HEMET FORECLOSURE ACTIVITY – June 3, 2013

Foreclosure Stage	Document Type	Total Properties	% change from Feb., 2013
Pre-foreclosure	Notice of Default (NOD)	114	-16%
Auction to Public	Notice of Trustee's Sale	110	-21%
Bank Owned (no acceptable bids on the property)	Real Estate Owned (REO)	319	-11%
Total Properties:		***543***	***-14.8%***

Source of data: Real Quest – within City Limits only

Even though the downward trend over the past 4 months of this year is encouraging, there are still a significant number of residential properties that are bank-owned or in the foreclosure process, which potentially renders the properties vacant over a long period of time. Frequently these properties are not being properly maintained and create blighted conditions in the community, which in turn can negatively affect overall property values. In many cases the property is vandalized if left vacant, which necessitates the property being boarded and secured. In some instances, the City has received reports of potential squatters that occupy the property, or the properties may be used in scams by non-owners to falsely collect rents or deposits. The City would be able to better identify and address all of these conditions with the adoption of the proposed ordinance and the property registration requirement.

The City's current inventory of known boarded properties is outlined below. Many of these are on-going code enforcement cases, and identifying the ownership and responsible party has been challenging for those in the foreclosure process. With the adoption of the proposed ordinance and the updated regulations, the staff will take a pro-active approach to contacting all the responsible lenders and owners to get the property registered in the database, update contact information, and advise the owners of the on-going property maintenance responsibilities and the need to bring the properties to a habitable condition.

INVENTORY OF BOARDED PROPERTIES – March 2013

Status	Residential	Commercial
In Foreclosure Process	3	1
REO	9	0
Privately owned	32	7
TOTAL	***44***	***8***

Source: City of Hemet Code Enforcement case records

ORDINANCE DESCRIPTION:

The proposed ordinance amends the existing Article XI in Chapter 14 of the Hemet Municipal Code regarding the Maintenance, Security and Rehabilitation of Abandoned or Vacant Property. The ordinance sets forth the following provisions:

- Requires the lender or beneficiary to register the property with the City within 10 days of the filing of the Notice of Default (see Attachment No. 2 for example of draft form)
- Requires the beneficiary to perform a default inspection of the property and submit a written report to the City of the condition of the property
- Requires the payment of a registration fee, and annual registration fee if the property remains vacant, to cover the costs of entering the property into the database, communications with the lender, and initial code enforcement monitoring inspection (see Attachment No. 3 regarding draft registration fees)
- Outlines the requirements of the beneficiary or their property management company to secure and maintain the property
- Outlines the classifications of properties that are considered under the ordinance to be nuisance properties and include: chronically unfinished construction projects with no valid permit in effect, unsecured structures, properties vacant for more than 180 days that are not being actively offered for sale or lease or properly maintained, and structures that have been boarded for more than 180 days with no substantial activity to correct.
- Requires the beneficiary or lender to notify the City when the status of the property has changed including reinstatement of the loan, or the sale or transfer to another owner.

A violation of the ordinance may be enforced by administration citations, and may potentially also include an abatement lien or ultimately receivership under a court-ordered action. These remedies are in addition to any and all other legal remedies or provisions contained in the Hemet Municipal Code, state or federal law. The Code Compliance Division of the Community Development Department will be the primary implementation and enforcement entity for this ordinance.

COORDINATION & PUBLIC REVIEW:

The proposed ordinance was prepared by the City Attorney in conjunction with Community Development Department staff. The Hemet ROCS Citizen Advisory Committee (CAC) reviewed the draft ordinance at their meeting of March 28, 2013, provided several additional comments and refinements, and took unanimous action to recommend adoption of the ordinance to the City Council. No members of the public in attendance at the meeting spoke in regard to this item.

CONSISTENCY WITH ADOPTED GOALS, PLANS, AND PROGRAMS:

The proposed ordinance is a component of the Hemet ROCS program, which the City Council had identified as a Strategic Goal in 2012, and has continued in 2013. In addition, the proposed ordinance is consistent with the following General Plan 2030 Implementation Programs and Policies:

***LU-P-36: Hemet ROCS**. The City shall prepare ordinances and implementation programs to achieve the Hemet "Restoring Our Community Strategy" to address issues associated with vacant and absentee properties, maintenance issues, blight, and crime, in order to enhance the quality of life for Hemet Citizens.*

POLICY LU-4.6: *Provide pro-active, equitable, consistent and effective code compliance activities, nuisance abatement, property maintenance enforcement functions ....to insure that Hemet's neighborhoods and business district are attractive, safe, and retain property values.*

POLICY LU-4.7: *Monitor the appearance of residential, commercial and industrial properties to prevent areas of decline by requiring improved maintenance or rehabilitation, as necessary and practical.*

CEQA REVIEW AND COMPLIANCE:

The City has analyzed this proposed ordinance and has determined that it is exempt from the California Environmental Quality Act ("CEQA") under section 15061(b)(3) of the CEQA Guidelines which provides that CEQA only applies to projects that have the potential for causing a significant effect on the environment. Whereas here, it can be seen with certainty that there is no possibility that the activity in question may have a significant effect on the environment, the activity is not subject to CEQA. The addition of this section to Chapter 46 of the Hemet Municipal Code does not relate to any physical project and will not result in any physical change to the environment. Therefore, it can be seen with certainty that there is no possibility that this Ordinance may have a significant adverse effect on the environment and, therefore, the adoption of this Ordinance is exempt from CEQA pursuant to Section 15061(b)(3) of the CEQA Guidelines.

FISCAL IMPACT:

The ordinance specifically authorizes the City to establish a fee to recover the actual staff costs associated with registering distressed properties, performing the initial code enforcement property inspection, and processing the annual renewal of the registration (if the property remains vacant). A separate Fee Resolution for this purpose will be presented to the Council as a public hearing item at your next meeting, if the ordinance is approved. In the event that the property requires on-going enforcement of property maintenance or other aspects of the ordinance, the standard code enforcement actions of issuing administrative citations and/or abatement and lien procedures will be used to recover the costs of implementing the requirements of the ordinance.

Respectfully submitted,

Deanna Elliano
Community Development Director

Attachments:

1. City Council Ordinance Bill No. 13-011 regarding the Maintenance, Security and rehabilitation of Abandoned or Vacant Property.
2. Draft Property Registration Form for properties issued a Notice of Default, or that are vacant or abandoned.
3. Draft Fee Resolution establishing a Registration Fee
4. Existing text of HMC Article XI of Chapter 14

Attachment No. 1

City Council Ordinance Bill
No. 13-011

City Council
June 11, 2013

CITY OF HEMET
Hemet, California
ORDINANCE BILL NO. 13-011

AN ORDINANCE OF THE CITY COUNCIL OF THE CITY OF HEMET, CALIFORNIA AMENDING CHAPTER 14, ARTICLE XI OF THE HEMET MUNICIPAL CODE ENTITLED "MAINTENANCE, SECURITY AND REHABILITATION OF ABANDONED OR VACANT PROPERTY," WHICH ESTABLISHES MAINTENANCE, SECURITY AND REHABILITATION REQUIREMENTS FOR ABANDONED OR VACANT PROPERTY WITHIN THE CITY OF HEMET.

WHEREAS, the number of foreclosed properties, or properties with mortgages in default, in the City of Hemet and elsewhere in Riverside County continues to remain high despite marginal improvement in the California housing market. Foreclosed homes and businesses are frequently acquired by banks, financial institutions, and large real estate conglomerates that have little or no connection with the municipality in which they own property; and

WHEREAS, many of these foreclosed homes and businesses are vacated prior to the conclusion of the foreclosure process. Properties can remain unoccupied for months or years, awaiting the final foreclosure sale, often creating a public nuisance. Some foreclosed or abandoned homes and businesses violate multiple Municipal Code provisions. Mortgagees are often times large financial institutions located out of state, selling properties in "bundles" multiple times over, making enforcement of violations of the Municipal Code very difficult; and

WHEREAS, these City code violations may include, among other things, unoccupied and/or unlocked buildings that are susceptible to theft and vandalism and hazardous to trespassers and the public, yards full of litter and trash, overgrown

landscaping, and unsecured swimming pools that are a threat to children and breeding ground for infectious insects such as mosquitoes; and

WHEREAS, this problem exists not only in Hemet and elsewhere in California, but throughout the nation. Banks and other financial institutions are failing to maintain properties and City staff have great difficulty in determining who the owners are and how to contact them to correct code violations; and

WHEREAS, some lenders assert that they are not responsible for property maintenance and security, but fail to address the fact that most mortgage contracts contain an abandonment and waste clause that grants the lender the authority to enter the property prior to foreclosure in order to secure and maintain the collateral; and

WHEREAS, vacant buildings are often a major cause of neighborhood blight. Boarded, substandard, and/or unkempt properties and vacant buildings discourage economic development and cause property value depreciation; and

WHEREAS, it is a responsibility of property ownership to prevent unoccupied property from becoming a burden to the neighborhood and community and a threat to the public health, safety, or welfare; and

WHEREAS, one vacant building in a neighborhood or commercial corridor that is not actively monitored and maintained by the owner can cause and spread blight.

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

SECTION 1: AMENDMENT OF ARTICLE XI.

Article XI of the Hemet Municipal Code is amended in its entirety and shall read as shown in Exhibit "A" hereto.

SECTION 2: CEQA FINDINGS.

This Ordinance is exempt from the California Environmental Quality Act ("CEQA") under CEQA Guideline 15061(b)(3) because it can be said with certainty that there is no possibility the proposed Ordinance may have a significant effect on the environment. The Ordinance does not relate to any one physical project and will not result in any physical change to the environment because it merely supplements preexisting code enforcement authority and does not encourage or discourage any development within the City. Further, the Ordinance is not subject to CEQA under CEQA Guidelines section 15060 (c)(2) because it will not result in a direct or reasonably foreseeable indirect physical change in the environment. The Ordinance merely supplements preexisting code enforcement authority by adding procedures for vacant and abandoned properties. Because the City already has the authority and power to enforce the Municipal Code through misdemeanor prosecution, civil actions, and administrative citations, the Ordinance will not encourage or discourage development. Accordingly, there is no possibility of a physical change in the environment.

SECTION 3: SEVERABILITY.

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

SECTION 4: EFFECTIVE DATE.

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

SECTION 5: PUBLICATION.

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

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

APPROVED AND ADOPTED this ___ day of _____ 2013.

_____
Robert Youssef, Mayor

ATTEST:

_____
Sarah McComas, City Clerk

APPROVED AS TO FORM:

_____
Eric S. Vail, City Attorney

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

I, Sarah McComas, City Clerk of the City of Hemet, do hereby certify that the foregoing Ordinance was introduced and first read on the ___ day of _____ 2013, and had its second reading at the regular meeting of the Hemet City Council on the ___ day of _____, 2013, and was passed by the following vote:

AYES:

NOES:

ABSTAIN:

ABSENT:

_____
Sarah McComas, City Clerk

EXHIBIT "A"

ARTICLE XI. - MAINTENANCE, SECURITY, AND REHABILITATION OF ABANDONED OR VACANT PROPERTIES

Sec. 14-501. - Purpose and intent.
Sec. 14-502. - Definitions.
Sec. 14-503. - Registration.
Sec. 14-504. - Classification of Nuisances.
Sec. 14-505. - Maintenance Requirements.
Sec. 14-506. - Security and Inspection Requirements.
Sec. 14-507. - Notice by beneficiary to City of disposition of registered property.
Sec. 14-508. - Re-registration of property subject to this chapter.
Sec. 14-509. - Additional authority.
Sec. 14-510. - Fees.
Sec. 14-511. - Enforcement.
Sec. 14-512. – Appeals.
Sec. 14-513. - Special provisions where property is encumbered with the security interests of multiple beneficiaries.

Sec. 14-501. – Purpose and intent.

It is the purpose and intent of this article to establish an abandoned or vacant property registration program and to implement additional regulations in order to protect the City of Hemet community from blight resulting from inadequate maintenance and security of abandoned or vacant properties. The city council finds as follows:

(a) Vacant and/or abandoned property is a major cause and source of blight in both residential and nonresidential neighborhoods, especially when the owner of the property fails to actively maintain and manage the building and property to ensure that it does not adversely affect the neighborhood.

(b) Vacant and/or abandoned property attracts vagrants, gang members and other criminals and are prime locations to conduct illegal criminal activities.

(c) Vacant and/or abandoned property is extremely vulnerable to being set on fire by transients or others using the property illegally.

(d) Vacant and/or abandoned property poses serious threats to the public's health and safety and therefore are declared to be public nuisances.

(e) It is the responsibility of property owners to prevent owned property from becoming a burden to the neighborhood and community and a threat to the public health, safety or welfare.

(f) Vacant and/or abandoned property (whether or not the property is boarded, substandard or otherwise unkempt) discourages economic development and hampers appreciation of property values.

Sec. 14-502. – Definitions.

For the purposes of this article, certain words and phrases used in this article are defined as follows:

"Abandoned property" means any property that is vacant and is under a current notice of default and/or notice of trustee's sale, and/or any property which has been the subject of a foreclosure sale, trustee's sale, or judicially authorized sale where the title was retained by the beneficiary under its deed of trust upon the conclusion of the foreclosure and/or a property transferred by the trustor under a deed in lieu of foreclosure/sale to either the beneficiary, the trustee or to an authorized entity as approved by the beneficiary.

"Accessible Structure" means a structure or building that is unsecured and/or breached in such a way as to allow access to the interior space by unauthorized persons.

"*Agreement"* means any agreement or written instrument which provides that title to a property shall be transferred or conveyed from one owner to another owner after the sale, trade, transfer, or exchange.

"Assignment of Rents" means an instrument that transfers the beneficial interest under a deed of trust from one lender/entity to another.

"Beneficiary" means a lender under a promissory note to pay money secured by a deed of trust on property. The word "beneficiary" as used in this article means and includes any assignee or successor to such beneficiary, whether such assignee or successor acquires its interest in the beneficiary's promissory note either before a notice of default is recorded on the property securing the obligation payable to the beneficiary or after a notice of default is recorded. In the event that a property may provide security for the loan or obligation of more than one beneficiary, the beneficiary who causes its notice of default to be recorded shall be responsible for registering the property as set forth in this article.

"Boarded" means exterior windows, doors, garages, and other means of ingress and egress are secured, covered, blocked, shielded and/or closed with wooden, plastic, vinyl, metal or aluminum boards.

"Buyer" means any person, co-partnership, association, corporation, or fiduciary who agrees to transfer anything of value in consideration for property described in an agreement of sale, as defined in this subsection.

"Dangerous Building" means any building/structure that is found by the Chief Building Official or designee to be in a substandard or hazardous condition that could cause harm to persons in or around the building or structure.

"Days" means consecutive calendar days.

"Deed in Lieu of Foreclosure/Sale" means an instrument that transfers ownership of a property from the trustor to the holder of a deed of trust upon consent of the beneficiary of the deed of trust.

"Deed of Trust" means an instrument by which title to real estate is transferred to a third party trustee as security for a real estate loan. This definition applies to any and all subsequent deeds of trust, i.e., second trust deed, third trust deed, etc.

"Default" means the failure to fulfill a contractual obligation, monetary or conditional.

"Default Inspection" means a physical inspection of the exterior areas of the property conducted by the beneficiary or its designee following the occurrence of a breach or event of default by the trustor under a deed of trust.

"Distressed" means a property that is under a current notice of default and/or notice of foreclosure sale, trustee's sale, or judicially authorized sale or has been foreclosed upon by the trustee or has been conveyed to the beneficiary/trustee via a deed in lieu of foreclosure/sale.

"Evidence of Vacancy" means any set of facts or conditions that on its own or combined with other facts and conditions present would lead a reasonable person to believe that the property is vacant. Such conditions include, but are not limited to, overgrown and/or dead vegetation, accumulation of newspapers, circulars, flyers, and/or mail, past due utility notices and/or disconnected utilities, accumulation of trash, junk, and/or debris, the absence of window coverings such as curtains, blinds and/or shutters, the absence of furnishings and/or personal items consistent with occupancy, and/or statements by neighbors, passersby, delivery agents, and/or government employees that the property is vacant.

"Foreclosure" means the process by which a property, placed as security for a real estate loan, is sold at auction to satisfy the debt if the trustor (borrower) defaults.

"Local property management company" shall mean an entity located within 40 miles of the subject property that is responsible for the day-to-day maintenance, upkeep, and security of the property and is operated by a person who is licensed with the California Department of Real Estate as a real estate broker.

"Notice of Default" means a recorded notice that states that a default has occurred under a deed of trust and that the beneficiary intends to proceed with a trustee's sale.

"Out-of-area" shall mean more than 40 miles from the subject property.

"Owner of Record" means any person, co-partnership, association, corporation, or fiduciary having a legal or equitable title or any interest in any real property.

"Property" means any improved or unimproved real property owned by any person and/or entity and/or any building, structure, or other improvement thereon, or any portions thereof.

"Public Nuisance Conditions" are any condition existing on the property in violation of Section 30-32.
"Securing" means such measures as may be directed by the Community Development Director or his or her designee that assist in rendering the property inaccessible to unauthorized persons, including but not limited to the installation or repair of fences and walls, chaining/padlocking of gates, the repair or boarding of door, window and/or other openings. In the case of residential buildings, the boarding of doors, windows and/or other openings shall be installed in accordance with the current HUD securing standards in effect at the time the boarding is completed or required.

"Trustee" means the person, firm, or corporation holding a deed of trust on a property.

"Trustor" means a borrower under a deed of trust, who deeds property to a trustee as security for the payment of a debt.

"Vacant" means any building or structure that is unoccupied or occupied by unauthorized persons whether or not it is secured or boarded.

Sec. 14-503. – Registration Requirements.

(a) A beneficiary, or beneficiary's agent shall register a property with the City's Community Development staff, on forms provided by the City, within 10 days from the earlier of the following dates: (i) the date of notice of default is recorded on a property; or (ii) the date of a default inspection which indicates that the property is vacant or abandoned.

(1) The registration shall contain the identity, direct mailing address, telephone number, e-mail address, and 24-hour contact information of the beneficiary and, in the case of an out-of-area beneficiary, the local property management company responsible for the security, maintenance and marketing of the property in question. In the event that any of this information changes subsequent to the registration, the registrant must provide all updated information in writing to the Community Development Director within 10 days of the change.

(2) An annual registration fee, adopted in conformance with Section 14-510, shall accompany the submission of each registration form. The fee and registration shall be valid from the date of registration until the following September 1st. Registration fees will not be prorated.

(3) Upon registration of a property, the City will conduct an exterior inspection of the registered property to confirm its condition.

(b) Prior to recording a notice of default on a property located in the City of Hemet which is subject to a deed of trust, the beneficiary, or its agent, shall conduct a default inspection. Property which is vacant at the time of such default inspection shall be deemed abandoned for the purposes of this chapter. When practicable, each default inspection shall be conducted upon prior reasonable notice and consent of the trustor and/ or the occupant of the property. In instances when the consent of the trustor and/or the occupant cannot reasonably be obtained despite due and diligent inquiry by the beneficiary, or where the trustor or the occupant expressly refuses to give the beneficiary consent to a default inspection, the beneficiary or its agent shall conduct the default inspection of the exterior areas of the property which may be viewed from the adjacent public right-of-way or from adjacent property on which the owner or occupant of such adjacent property has consented to entry onto such adjacent property by the beneficiary for the purpose of conducting a default inspection of the adjoining property.

(c) The beneficiary, or its agent, shall prepare a written report of of each default inspection required under this section and shall submit such report to the Community Development Director within 10 days of the default inspection's completion. The written report of each default inspection shall at a minimum provide the following information: :

(1) The date and time of the default inspection;

(2) The identity of the individual who conducted the default inspection;

(3) Whether, at the time of the default inspection, the property was occupied or vacant, and if vacant, set forth facts to support the evidence of vacancy;

(4) Whether, at the time of the default inspection, the property was in compliance with the general maintenance and monitoring standard set forth in Section 14-505; and

(5) If security appliances have been installed on the property by either the trustor, the beneficiary or its agent, or by another entity, whether the installed security appliances are intact and in good and serviceable condition.

(6) A default inspection report shall contain such other property-specific information as the Community Development Director, or designee, may direct in writing to the beneficiary.

(d) In the event the property is not vacant at the time of the notice of default is filed, the beneficiary or, its agent shall conduct subsequent default inspections of the property at least once per month, commencing 30 days after the date of the recordation of the notice of default, until such time as:

(1) The trustor cures the breach or event of default under the deed of trust and the notice of default is rescinded by the beneficiary or the trustor; or

(2) The property is deemed abandoned, and the beneficiary or, its agent, has registered the property as abandoned with the Community Development Director on forms provided by the City; or

(3) The trustor has surrendered the property to the beneficiary as evidenced by either a letter from the trustor addressed to the beneficiary confirming such surrender, or by the trustor's delivery of the keys to the property to the beneficiary, its agent, or trustee, and the beneficiary or its agent has registered the property as abandoned with the City's Community Development staff on forms provided by the City; or

(4) The beneficiary has obtained possession of the property under Code of Civil Procedure Sections 1161, 1161a, or 1161b, as applicable, following the completion of a foreclosure proceeding, and the beneficiary or its agent has registered the property as abandoned with the City's Community Development staff on forms provided by the City.

(e) For all property for which a notice of default has been recorded prior to September 1, 2013, and where since that date, such notice of default has not either been rescinded or superseded, or the beneficiary has not sold the property to a third party pursuant to a trustee's sale, then in such event, the beneficiaryor its agent shall register the property with the City's Community Development staff, on forms provided by the City, no later than September 1, 2013. This section is intended to apply to all property where:

(1) a foreclosure proceeding may have been initiated prior to September 1, 2013;

(2) the pre-September 1, 2013 notice of default has not been either rescinded or superseded; and

(3) the beneficiary has not completed the exercise of its remedy identified under such pre-September 1, 2013 notice of default, for whatever reason, including without limitation one or more trial mortgage loan modification attempts by the trustor or borrower, loan forbearance by the beneficiary, beneficiary foreclosure moratorium or the effect of the pendency of bankruptcy proceedings of the trustor for which relief from stay has not been obtained from the bankruptcy court by the beneficiary.

Sec. 14-504. – Classification of Nuisances.

The following acts and conditions, when performed or existing upon any lot or parcel within the City, are declared to be unlawful and are defined as and declared to be public nuisances per se that are injurious to the public health, safety, and welfare:

(a) Buildings or structures that are under construction or rehabilitation and are not completed during the term of a valid building permit or building permit extension issued by the Building Official or his or her designee.

(b) Unoccupied buildings or structures that have been left unlocked or otherwise open or unsecured from intrusion by persons, animals or the elements.

(c) Buildings or structures for human use or occupancy that have been left vacant for more than 180 days, unless one of the following applies:

(1) The building or structure is the subject of an active building permit for repair or rehabilitation and the owner is progressing diligently to complete the repair or rehabilitation, as determined by the Community Development Director or Building Official.

(2) The building or structure complies with all codes adopted by the City of Hemet, does not otherwise constitute a public nuisance, is ready for use or occupancy and is actively being offered for sale, lease or rent.

(3) The building or structure, including the premises on which it is located, does not otherwise constitute a public nuisance and is not likely to become a public nuisance because it is being actively maintained and secured pursuant to sections 14-505 and 14-506 of this Code.

(d) Buildings or structures that have been boarded for more than 180 consecutive days.

(e) Every owner of record, occupant or person having charge or control of a building, structure, or property is liable for violations of this chapter regardless of any contract or agreement with any third party.

Sec. 14-505. – Maintenance Requirements.

Beneficiaries, or their agents, shall ensure that vacant and/or abandoned property subject to the registration requirements set forth in Section 14-503 meet the following maintenance requirements:

(a) Any condition causing the property to constitute a dangerous building shall be immediately remedied.

(b) Each property which is acquired by a beneficiary following the recordation of a notice of default, whether acquired by such beneficiary by foreclosure, deed in lieu of foreclosure or judgment of foreclosure, shall be maintained by the beneficiary so as not to constitute a public nuisance under Sections 14-504 and 30-32 of the Hemet Municipal Code and other applicable laws, for so long a period of time as the beneficiary may own such property.

(c) Properties must be kept free of weeds, dry brush, dead vegetation, trash, junk, debris, building materials, any accumulation of newspapers, circulars, flyers, notices (except those required by federal, state or local law), discarded personal items (including, but not limited to furniture, clothing, large and small appliances), printed material, or any other items that give the appearance that the property is vacant and/or abandoned.

(d) The property shall be maintained free of graffiti, tagging or similar markings by removal or painting over with an exterior grade paint that matches the color of the exterior of the structure.

(e) Visible front and side yards shall be mowed, landscaped and otherwise maintained to the satisfaction of the Community Development Director or his or her designee. Landscape includes, but is not limited to, grass, ground covers, bushes, shrubs, hedges or similar plantings, decorative rock, bark, artificial turf, and sod. Weeds, dirt, gravel, broken concrete, asphalt, decomposed granite, plastic sheeting, mulch, indoor-outdoor carpet or any similar materials are not acceptable landscaping or ground cover. Maintenance of landscaping includes, but is not limited to, regular watering, irrigation, cutting, pruning and mowing of required landscape and removal of all trimmings.

(f) Pools and spas shall be kept in working order so the water remains clear and free of pollutants and debris, or shall be drained and kept dry.

(g) The owner of record of any vacant building, whether boarded by voluntary action of the owner of record or as a result of enforcement activity by the city, shall rehabilitate the boarded building for occupancy, in accord with all applicable codes and regulations, within 180 days after the building is boarded.

Adherence to this section does not relieve the property owner of any obligations set forth in any covenants, conditions and restrictions and/or homeowners' association rules and regulations which may apply to the property.

Sec. 14.506 – Security and Inspection Requirements.

(a) Properties which are abandoned or vacant shall be maintained by the beneficiary or beneficiary's agent in a secure manner so as not to be accessible to unauthorized persons. In general, the security of abandoned or vacant property by the beneficiary or beneficiary's agent shall comply with the current HUD standards, or such other standard as may hereafter be ordered in writing addressed to the beneficiary or beneficiary's agent by the Community Development Director or his/her designee.

(b) If the abandoned or vacant property is owned by a corporation and/or out-of-area beneficiary/trustee/owner, a local property management company shall be contracted to perform inspections to verify that the requirements of this section, and any other applicable law, are being satisfied. The beneficiary, beneficiary's agent, orlocal property management company shall inspect the abandoned or vacant property on a weekly basis, or more frequently if required by the Community Development Director or his or her designee, to ensure that the property is in compliance with the requirements of this chapter and any other applicable laws. The beneficiary, beneficiary's agent, or local property management company shall make available to the City upon request written confirmation that the property has been inspected as required and to confirm that the property is in compliance with the requirements of this chapter.

Sec. 14-507. - Notice by beneficiary to City of disposition of registered property.

(a) Within 10 days following the release of a notice of default and the reinstatement of the loan of the trustor, the beneficiary or its agent shall give the Community Development Director written notice of such release and reinstatement.

(b) Within 10 days following the sale, transfer or other conveyance to a third person of a property registered with the City under this article, the beneficiary or its agent shall give the Community Development Director written notice of such sale, transfer or other conveyance together with current contact information for such bona fide purchaser/successor-in-interest to the beneficiary in such property.

Sec. 14-508. - Re-registration of property subject to this chapter.

By September 1st of each year, the beneficiary, or beneficiary's agent, shall renew the registration for each property that the beneficiary, or beneficiary's agent previously registered with the City under this chapter, and in which such beneficiary retains either an equitable or legal interest, if the previously-registered property remains abandoned or vacant. The beneficiary, beneficiary's agent shall re-register the property on forms provided by the City.

Sec. 14-509. - Additional authority.

In addition to the enforcement remedies established in this code, the Community Development Director or his or her designee shall have the authority to require the beneficiary/owner and/or owner of record of any property subject to this chapter to implement additional maintenance and/or security measures including but not limited to securing any/all door, window or other openings, installing additional security lighting, increasing on-site inspection frequency, employment of an on-site security guard or other measures as may be reasonably required to abate and correct the decline of the property.

Sec. 14-510. – Fees.

Fees and charges for the administration of the regulatory program established by this article shall be set by resolution of the City Council, including without limitation the fee for registering with the City a property for which a notice of default has been recorded, the registration renewal fee, and the fee for the initial code enforcement inspection upon registration.

Sec. 14-511. – Enforcement.

A violation of this chapter may be enforced by any means authorized by Hemet Municipal Code or other applicable law.

Sec. 14-512. – Appeals.

Any person aggrieved by any of the requirements of this section may appeal insofar as such appeal is allowed by any applicable provision of this Code.

Sec. 14-513. - Special provisions where property is encumbered with the security interests of multiple beneficiaries.

(a) In the event that a property is encumbered by the security interests of more than one beneficiary at the time when a notice of default is recorded, the beneficiary who causes a notice of default for its security interest to be recorded shall be responsible for registering the property with the City as provided in this article.

(b) Upon the recordation of a notice of default on a property by any beneficiary, regardless of the security lien interest priority of such beneficiary in the property in relation to the priority of the security interests of the other beneficiaries in the same property, the City, in its discretion may elect to enforce the provisions of this article against one or more beneficiaries who have not separately recorded a notice of default against the property.

Attachment No. 2

Draft Property Registration Form

City Council
June 11, 2013

DRAFT

CODE COMPLIANCE DIVISION

City of Hemet
Community Development Department
445 E. Florida Avenue
Hemet, CA 92542
(951) 765-2300

Annual Registration Form for Abandoned Properties or Properties in Foreclosure Process

(Hemet Municipal Code, Chapter 14, Article XI, Section 14-503)

Complete Registration Form for each Property & Return this Completed Form with Fee

Property to be registered:

Address	Unit #	
City	CA	Zip
Assessor Parcel Number (APN)	Recordation #	Date of Default
Year Property Became Vacant	Year Registering	

NOTE: Registrations and fees are due September 1st of each year. Registration fees will not be prorated. (i.e. if a property becomes vacant in June, the registration must be paid for that full year.)

Lender/Lien Holder:

Company/Organization Name	Contact Person
Phone Number	Email Address

Property Manager/Management

Company/Organization Name				Business License #
Address	City	CA	Zip	Email Address
Contact Person		Business Phone		24 Hour Phone

Additional Information: CHECK ALL THAT APPLY

- ☐ This is a first time registration for this property
- ☐ An inspection was completed on the above reference property and was abandoned or showed evidence of abandonment
- ☐ The Notice of Default has been recorded with the County Recorder's Office, and the recordation # and date is included above
- ☐ The Notice of Default has been submitted to the County Recorder's Office, and the recordation # is not yet available
- ☐ This is a previously registered property. **Please circle the section above that reflects changes.**
- ☐ The fee for registration is $147.00 and is enclosed. There is no fee for changes in formation.

Attachment No. 3

Draft Fee Resolution

City Council
June 11, 2013

PRELIMINARY DRAFT

CITY OF HEMET
Hemet, California
RESOLUTION NO. _____

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF HEMET, CALIFORNIA, ESTABLISHING A FEE SCHEDULE REGARDING THE MAINTENANCE, SECURITY AND REHABILITATION REQUIREMENTS FOR ABANDONED OR VACANT PROPERTIES WITHIN THE CITY OF HEMET PURSUANT TO ADOPTION OF ORDINANCE NO. _____

WHEREAS, on June __, 2013, the City Council considered and adopted Ordinance No. _____, which establishes requirements and regulations for abandoned or vacant properties within the City of Hemet; and

WHEREAS, Ordinance No. ___ imposed registration requirements for certain abandoned or vacant properties and authorized the City to conduct inspections of such properties upon registration; and

WHEREAS, Ordinance No. ___ established Municipal Code section 14-510, which authorizes the City Council to establish by resolution the fees required by Ordinance No. _____, including without limitation the fee for registering with the City certain abandoned and vacant properties, the registration renewal fee, and the fee for the initial code enforcement inspection upon registration; and

WHEREAS, it is necessary to establish registration, initial code enforcement inspection, and renewal fees to offset the costs the City incurs when it provides services related to the registration of abandoned or vacant properties as required by Ordinance No. ___; and

WHEREAS, Such fees are authorized pursuant to the City's general police powers under Article XI, Section 7 of the California Constitution; and

WHEREAS, all legal prerequisites prior to the adoption of this resolution have occurred.

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

SECTION 1. The City Council finds that the facts, findings and conclusions set forth above are true and correct.

Section 2. Based on the foregoing findings and substantial evidence in the record, the City Council does hereby resolve:

(A) The fee for registration of an abandoned or vacant property as required by Municipal Code section 14-503(c) shall be $162.

(B) The fee for the annual re-registration of abandoned or vacant properties required by Municipal Code section 14-508 shall be $32.

(C) The $146 initial registration fee is reasonable in light of the City's actual costs reviewing the registration, verifying the information provided, entering the information in the appropriate database, conducting the initial site inspection, and preparing an inspection report. The estimated staff time for this work is two hours for a Community Development Specialist to process the registration and coordinate with the lender, and two hours for a Code Enforcement Officer to inspect the registered property and prepare a report. The fully-burdened rate for a Community Development Specialist is $32 per hour and the fully-burdened rate for a Code Enforcement Officer is $41 per hour. Thus, the cost for a Community Development Specialist to provide the services required by Ordinance No. _____ is $64. The cost for Code Enforcement Officer to provide the services required by Ordinance No. ____ is $82.

(D) The $32 fee for the annual re-registration is reasonable in light of the City's actual costs of providing the service of reviewing the renewal form. The estimated staff time involved in processing the annual re-registration of abandoned or vacant property is approximately one hour for a Community Development Specialist. The fully-burdened rate for a Community Development Specialist is $32 per hour.

SECTION 3. The City Council finds that the fees adopted by this Resolution do not exceed the estimated reasonable costs of providing the services of reviewing and

processing registrations for abandoned or vacant properties and conducting the necessary inspections.

SECTION 4. The City Council finds that, in accordance with Section 21080(b)(8) of the California Public Resources Code, the fees adopted by this Resolution are only for the purpose of meeting operating expenses and are, therefore, exempt from compliance with the California Environmental Quality Act.

SECTION 5. That the City Clerk will certify to the passage and adoption of this Resolution and enter it into the book of original Resolutions.

PASSED, APPROVED, AND ADOPTED this day of , 2013.

Robert Youssef, Mayor

ATTEST:

Sarah McComas, City Clerk

APPROVED AS TO FORM:

Eric S. Vail, City Attorney

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

I, Sarah McComas, City Clerk of the City of Hemet, do hereby certify that the foregoing Resolution is the actual Resolution adopted by the City Council of the City of Hemet and was passed at a regular meeting of the City Council on the day of , 2013 by the following vote:

AYES:
NOES:
ABSTAIN:
ABSENT:

Sarah McComas, City Clerk

Attachment No. 4

Existing text of HMC Article XI of Chapter 14

City Council
June 11, 2013

ARTICLE XI. - MAINTENANCE, SECURITY AND REHABILITATION OF ABANDONED AND VACANT PROPERTY

Sec. 14-501. - Findings.
Sec. 14-502. - Definitions.
Sec. 14-503. - Classification of nuisances.
Sec. 14-504. - Maintenance requirements.
Sec. 14-505. - Security requirements.
Sec. 14-506. - Inspection.
Sec. 14-507. - Additional authority.
Sec. 14-508. - Enforcement.
Sec. 14-509. - Appeals.
Sec. 14-510. - Violation.
Sec. 14-511. - Remedies.
Sec. 14-512. - Severability.

Sec. 14-501. - Findings.

The city council finds as follows:

(a) Vacant and/or abandoned property is a major cause and source of blight in both residential and nonresidential neighborhoods, especially when the owner of the property fails to actively maintain and manage the building to ensure that it does not adversely affect the neighborhood.

(b) Vacant and/or abandoned property attracts vagrants, gang members and other criminals and are prime locations to conduct illegal criminal activities.

(c) Vacant and/or abandoned property is extremely vulnerable to being set on fire by transients or others using the property illegally.

(d) Vacant and/or abandoned property poses serious threats to the public's health and safety and therefore are declared to be public nuisances.

(e) It is the responsibility of property owners to prevent owned property from becoming a burden to the neighborhood and community and a threat to the public health, safety or welfare.

(f) Vacant and/or abandoned property (whether or not the property is boarded, substandard or otherwise unkempt) discourages economic development and hampers appreciation of property values.

(Ord. No. 1796, § 1(Exh. A), 3-25-08)

Sec. 14-502. - Definitions.

For the purposes of this chapter, certain words and phrases used in this chapter are defined as follows:

Abandoned means any residential property in the city that is vacant or shows evidence of vacancy and:

(1) Is under a current notice of default and/or notice of trustee's sale, pending tax assessor's lien sale; and/or

(2) Was the subject of a foreclosure sale where the title was retained by the beneficiary or trustee of a deed of trust involved in the foreclosure who is the current owner of the property; and/or

(3) Was transferred to the current owner under a deed in lieu of foreclosure or sale.

Dangerous building means any building or structure that is in violation of any condition referenced in chapter 14, article II, division 8, Uniform Code for the Abatement of Dangerous Buildings.

Default means the failure to fulfill a contractual obligation, monetary or conditional.

Evidence of vacancy means any condition that on its own or combined with other conditions present leads any person authorized to enforce this Code, in his or her reasonable discretion, or would lead any other reasonable person to believe that the property is vacant. Such conditions include, but are not limited to: overgrown and/or dead vegetation, accumulation of newspapers, circulars, flyers, and/or mail, past due utility notices and/or disconnected utilities, accumulation of trash, junk and/or debris, the absence of window coverings such as curtains, blinds and/or shutters, the absence of furnishings and/or personal items consistent with residential habitation, statements by neighbors, passersby, delivery agents or government employees that the property is vacant.

Owner means any person, copartnership, association, corporation, or fiduciary having a legal or equitable title or any interest in any real property.

Property means any unimproved or improved real property, or portion thereof, situated in the city and includes the buildings or structures located on the property regardless of condition.

Residential property means any improved real property, or portion thereof, situated in the city, designed or permitted to be used for dwelling purposes, and shall include the buildings and structures located on such improved real property. This includes any real property being offered for sale, trade, transfer, or exchange as "residential" whether or not it is legally permitted and/or zoned for such use.

Securing means such measures as may be directed by the director of planning or his or her designee that assist in rendering the property inaccessible to unauthorized persons, including but not limited to the repairing of fences and walls, chaining or padlocking of gates, the repair or boarding of door, window and/or other openings. Boarding shall be completed to a minimum of the current HUD securing standards at the time the boarding is completed or required.

Vacant means any building or structure that is unoccupied or occupied by unauthorized persons whether or not it is secured or boarded.

(Ord. No. 1796, § 1(Exh. A), 3-25-08)

Sec. 14-503. - Classification of nuisances.

The following acts and conditions, when performed or existing upon any lot or parcel within the city, are declared to be unlawful and are defined as and declared to be public nuisances per se that are injurious to the public health, safety, and welfare:

(a) Buildings or structures that are under construction or rehabilitation and are not completed during the term of a valid building permit or building permit extension issued by the director of planning or his or her designee.

(b) Unoccupied buildings or structures that have been left unlocked or otherwise open or unsecured from intrusion by persons, animals or the elements.

(c) Buildings or structures for human use or occupancy that have been left vacant for more than 180 days, unless one of the following applies:

1. The building or structure is the subject of an active building permit for repair or rehabilitation and the owner is progressing diligently to complete the repair or rehabilitation.
2. The building or structure complies with all codes adopted by the City of Hemet, does not otherwise constitute a public nuisance, is ready for use or occupancy and is actively being offered for sale, lease or rent.
3. The building or structure, including the premises on which it is located, does not otherwise constitute a public nuisance and is not likely to become a public nuisance because it is being actively maintained and secured pursuant to sections 14-504 and 14-505 of this Code.

(d) Every owner, occupant or person having charge or control of a building, structure, or property is liable for violations of this chapter regardless of any contract or agreement with any third party.

(Ord. No. 1796, § 1(Exh. A), 3-25-08)

Sec. 14-504. - Maintenance requirements.

Every owner, lessee, occupant, or person having charge or control of buildings, structures, or property within the city is required to maintain the building, structure or property subject to the following maintenance requirements:

(a) Any condition causing the property to constitute a dangerous building shall be immediately remedied.

(b) Properties must be kept free of weeds, dry brush, dead vegetation, trash, junk, debris, building materials, any accumulation of newspapers, circulars, flyers, notices, except those required by federal, state or local law, discarded personal items including, but not limited to furniture, clothing, large and small appliances, printed material or any other items that give the appearance that the property is abandoned.

(c) The property shall be maintained free of graffiti, tagging or similar markings by removal or painting over with an exterior grade paint that matches the color of the exterior of the structure.

(d) Visible front and side yards shall be mowed, landscaped and otherwise to the satisfaction of the director of planning or his or her designee. Landscape includes, but is not limited to, grass, ground covers, bushes, shrubs, hedges or similar plantings, decorative rock or bark or artificial turf or sod designed specifically for residential installation. Weeds, gravel, broken concrete, asphalt, decomposed granite, plastic sheeting, mulch, indoor-outdoor carpet or any similar materials are not acceptable landscaping. Maintenance of landscaping includes, but is not limited to, regular watering, irrigation, cutting, pruning and mowing of required landscape and removal of all trimmings.

(e)

Pools and spas shall be kept in working order so the water remains clear and free of pollutants and debris, or shall be drained and kept dry.

(f) The owner of any vacant building, whether boarded by voluntary action of the owner or as a result of enforcement activity by the city, shall rehabilitate the boarded building for occupancy, in accord with all applicable codes and regulations, within 180 days after the building is boarded, except as provided in subsection 14-503 (c) 3. of this Code.

Adherence to this section does not relieve the property owner of any obligations set forth in any covenants, conditions and restrictions and/or homeowners' association rules and regulations which may apply to the property.

(Ord. No. 1796, § 1(Exh. A), 3-25-08)

Sec. 14-505. - Security requirements.

Any property in the City of Hemet classified as abandoned or vacant shall be subject to the following security requirements:

(a) All windows, doors (walk-through, sliding and garage), gates and any other opening of such size that it may allow a child to access the interior of the property and or structure(s) shall be secured so as to prevent access by any unauthorized person. In the case of broken windows, securing means the reglazing or boarding of the window.

(b) Pools and spas shall be fenced or otherwise secured to prevent access or use by any unauthorized person.

(c) The property shall be posted with name and 24-hour contact phone number of a local property management company. The posting shall be no less than 18 inches by 24 inches and shall be of a font that is legible from a distance of 45 feet and shall contain along with the name and 24-hour contact number the words "THIS PROPERTY MANAGED BY" and "TO REPORT PROBLEMS OR CONCERNS CALL." The posting shall be placed on the interior of a window facing the street to the front of the property so it is visible from the street, or secured to the exterior of the building/structure facing the street to the front of the property so it is visible from the street or, if no such area exists, on a stake of sufficient size to support the posting in a location that is visible from the street to the front of the property but not readily accessible to vandals. Exterior posting must be constructed of and printed with weather-resistant materials.

(Ord. No. 1796, § 1(Exh. A), 3-25-08)

Sec. 14-506. - Inspection.

The owner shall inspect the abandoned or vacant property on a monthly basis, or more frequently if required by the director of planning or his or her designee, to ensure that the property is in compliance with the requirements of this chapter and any other applicable laws.

(Ord. No. 1796, § 1(Exh. A), 3-25-08)

Sec. 14-507. - Additional authority.

The director of planning or his or her designee(s) shall have the authority to require the owner of any property subject to this chapter to implement additional maintenance and/or security measures including, but not limited to: securing any or all door, window or other openings, installing

additional security lighting, increasing on-site inspection frequency, employment of an on-site security guard or other measures as may be reasonably required to arrest the decline of the property and prevent the maintenance of an attractive nuisance. In addition, nothing in this chapter shall prevent the application of provisions of the Hemet Municipal Code, including, but not limited to chapters 1 and 30 of this Code for the abatement of nuisances by the city at the expense of the owner.

(Ord. No. 1796, § 1(Exh. A), 3-25-08)

Sec. 14-508. - Enforcement.

Violations of this chapter may by enforced in any combination as allowed in chapters 1 and 30 of this Code.

(Ord. No. 1796, § 1(Exh. A), 3-25-08)

Sec. 14-509. - Appeals.

Any person aggrieved by any of the requirements of this section may appeal insofar as such appeal is allowed any applicable provision of this Code.

(Ord. No. 1796, § 1(Exh. A), 3-25-08)

Sec. 14-510. - Violation.

Violations of this chapter shall be treated as a strict liability offense regardless of intent. Any person, firm and/or corporation that violates any portion of this section shall be guilty of a misdemeanor, and subject to prosecution and/or administrative citation under chapters 1 and 30 of this Code.

(Ord. No. 1796, § 1(Exh. A), 3-25-08)

Sec. 14-511. - Remedies.

The provisions of this chapter are nonexclusive and supplementary to existing rights and remedies, and the provisions of this chapter may be enforced by any remedies provided for in this Code or otherwise available by law.

(Ord. No. 1796, § 1(Exh. A), 3-25-08)

Sec. 14-512. - Severability.

Should any provision, section, paragraph, sentence or word of this chapter be determined or declared invalid by any final court action in a court of competent jurisdiction or by reason of any preemptive legislation, the remaining provisions, sections, paragraphs, sentences or words of this chapter shall remain in full force and effect.

(Ord. No. 1796, § 1(Exh. A), 3-25-08)