



# AGENDA

## REGULAR MEETING OF THE HEMET CITY COUNCIL

July 23, 2013

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6:00 p.m.

City of Hemet Council Chambers  
450 E. Latham Avenue

[www.cityofhemet.org](http://www.cityofhemet.org)

*Please silence all cell phones*

*\*Notice: Members of the Public attending shall comply with the Council's adopted Rules of Decorum in Resolution No. 4545. A copy of the Rules of Decorum are available from the City Clerk.*

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### Call to Order

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### Roll Call

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

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### 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.

1. 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*

*Hemet Fire Fighters Association*

*Hemet Police Officers Association (HPOA)*

2. Conference with Real Property Negotiators

Pursuant to Government Code section 54956.8

Property: Assessor's Parcel Nos. ("APN"): 443-140-001, 443-140-003, 443-140-024 and 443-140-015.

Agency negotiator: City Manager Bradley

Negotiating parties: State of California: Administrative Office of the Courts

Under negotiation: Disposition, Price and Terms

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## REGULAR SESSION

7:00 p.m.

City of Hemet City Council Chambers  
450 E. Latham Avenue

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### Call to Order

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### Roll Call

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

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### Invocation

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### Pledge of Allegiance

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### City Attorney Closed Session Report

3. 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*  
*Hemet Fire Fighters Association*  
*Hemet Police Officers Association (HPOA)*
  
  4. Conference with Real Property Negotiators  
Pursuant to Government Code section 54956.8  
Property: Assessor's Parcel Nos. ("APN"): 443-140-001, 443-140-003, 443-140-024 and 443-140-015.  
Agency negotiator: City Manager Bradley  
Negotiating parties: State of California: Administrative Office of the Courts  
Under negotiation: Disposition, Price and Terms
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### City Council Business

#### Notice to the Public

The Consent Calendar contains items which are typically routine in nature and will be enacted by one motion by the Council unless an item is removed for discussion by a member of the public, staff, or Council. If you wish to discuss a Consent Calendar item please come to the microphone and state the number of the item you wish to discuss. Then wait near the 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

5. **Approval of Minutes** – June 20, 2013
6. **Receive and File** – Warrant Registers
  - a. Warrant registers dated July 10, 2013 and July 11, 2013. Payroll for the period of June 24, 2013 to July 7, 2013 was \$682,085.42.
7. **Receive and File** – Investment Portfolio as of May 2013
8. **Recommendation by City Attorney** – Amendment to At-Will Employment Agreement for the position of Interim City Manager
  - a. Approve the First Amendment to the Employment Agreement between the City of Hemet and Ronald Bradley.
9. **Recommendation by City Manager** – Second Amendment to Exclusive Franchise Agreement for Comprehensive Refuse Service
  - a. Approve the Second Amendment to Exclusive Franchise Agreement for Comprehensive Refuse Service (“Second Amendment”); and
  - b. Authorize the Interim City Manager to sign the Second Amendment.
10. **Recommendation by Community Development** - Zoning Ordinance Amendment (ZOA) No. 13-005 – Big Box Retail Conversion
  - a. Adopt an ordinance modifying Chapter 90, amending Article XXVI of the Hemet Municipal Code, requiring a Conditional Use Permit and adding regulations for the conversion of large retail commercial buildings to other uses.  
**Ordinance Bill No. 13-027**
11. **Recommendation by Fire Department** – Acceptance of Indian Gaming SDF Funding
  - a. Approve acceptance of the Indian Gaming SDF funding in the total amount of \$260,000.00 for the purchase of a 2000 Gallon Fire Service Tactical Water Tender.
12. **Recommendation by Engineering** – Award of Bid for the Well 4 Rehabilitation Project, CIP No. 5593
  - a. Award the contract to the lowest, responsive bidder, Legend Pump & Well Service, Inc. for the Well 4 Rehabilitation Project, CIP 5593 in the amount of \$76,536, and reject all other bids; and
  - b. Authorize the Interim City Manager to enter into a construction contract for the improvements; and
  - c. Budget has been established in Fund 571-9000-2450 to cover \$76,536.00, the total cost of construction.
13. **Recommendation by Engineering** – Change Order No. 1 – SCADA System for Wells and Reservoirs – City Project No. 5568
  - a. Authorize the City Manager to approve Change Order No. 1 to United Engineering and Construction for additional computer equipment, software and

- technical services to install air conditioning and electrical equipment for the SCADA Project No. 5568, in the amount of \$74,700; and
- b. Establish a budget in the amount of \$74,700 in Fund No. 571-5568-5500 for the cost of the additional electrical equipment, software and professional services.
14. **Recommendation by Community Investment** – Additional Allocations of 2013-14 Program Year Community Development Block Grant Entitlement Funds
- a. Accept the Ad-Hoc Committee’s recommendations for the additional \$100,594 in 2013-14 Community Development Block Grant (CDBG) funding; and
- b. Amend the 2013-14 Annual Action Plan to include these recommendations; and
- c. Schedule a Public Hearing on August 20, 2013 to amend the 2013-14 Annual Action Plan.
15. **Recommendation by Public Works** – Services Agreement to Commercial Cleaning Systems for Janitorial Services
- a. Approve award of contract to Commercial Cleaning Systems of San Diego in an amount not to exceed \$42,232 annually to provide janitorial services for City Hall, Police, Public Works Offices, Literacy Center, Gang Task Force, and Covell Building; and
- b. Reject all other proposals; and
- c. Authorize the City Manager to execute Services Agreement with Commercial Cleaning Systems of San Diego effective September 1, 2013, for an initial three (3) year term with two (2) one-year options to extend, as well as, exercise renewal options and approve extension amendments.
16. **Recommendation by Administrative Services** – IT Consolidation of Cellular Voice and Data Services through Verizon Wireless
- a. Authorize the Interim City Manager to consolidate citywide cellular services through one service provider.
17. **Recommendation by Public Works** – Park Commission Recommendations of June 24, 2013
- a. Tree Removal Request: 664 Palos Drive – Magnolia (1)  
Recommendation to deny request; schedule tree for trim
- b. Tree Removal Request: 1515 Cabrillo Drive – Oak (1)  
Recommendation to approve request and replace
- c. Tree Removal Request: 865 Sunflower St. – Liquid Amber (1)  
Recommendation to deny; schedule tree for trim and root prune
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## 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.

18. **Zoning Ordinance Amendment 13-001 – Zoning Code Revisions for Housing Element Compliance** – Community Development Director Elliano
    - a. Conduct a Public Hearing; and
    - b. Introduce, read by title only and waive further reading of an ordinance amending portions of Hemet Municipal Code Chapter 90 (Zoning) to designate zoning for Emergency Shelters and Farmworker Housing; establish supplemental development standards for Emergency Shelters; remove age restrictions in Small Lot Residential Zone and renaming and adding applicability guidelines to the Senior Housing Designation of the Code as recommended by Planning Commission Resolution No. 13-006 **Ordinance Bill No. 13-016**; and
    - c. Direct staff to file a Notice of Determination with the County Clerk in compliance with the California Environmental Quality Act.
  
  19. **Zoning Ordinance Amendment 13-006 - Multiple Family Residential Zones** – Community Development Director Elliano
    - a. Conduct a Public Hearing; and
    - b. Introduce, read by title only and waive further reading of an ordinance amending Hemet Municipal Code 90 (Zoning Ordinance) to satisfy State housing element law and bring the zoning ordinances into compliance with the General Plan Housing Element Programs, as recommended by Planning Commission Resolution No. 13-008 **Ordinance Bill No. 13-027**; and
    - c. Direct staff to file a Notice of Determination with the County Clerk in compliance with the California Environmental Quality Act.
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## **Communications from the Public**

Anyone who wishes to address the Council regarding items not on the agenda may do so at this time. As a courtesy, please complete a Request to Speak Form found at the City Clerk's desk. Submit your completed form to the City Clerk prior to the beginning of the meeting. Presentations are limited to three minutes in consideration of others who are here for agenda items. Please come forward to the lectern when the Mayor calls upon you. When you are recognized, you may proceed with our comments.

***\*Notice: Members of the Public attending shall comply with the adopted Rules of Decorum in Resolution No. 4545. 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.

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## City Council Reports

### 20. 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. West Hemet MSHCP Ad-Hoc Committee

#### G. Interim City Manager Bradley

1. Manager's Reports

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## Recess to Housing Authority Meeting

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## **Continued Closed Session**

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### **City Attorney Continued Closed Session Report**

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#### **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.

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#### **Adjournment**

Adjourn to Tuesday, August 13, 2013 at 7:00 p.m. for consideration of items placed on that agenda. The next regular meeting will be held August 27, 2013.

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



#5

# MINUTES

## REVISED SPECIAL MEETING OF THE HEMET CITY COUNCIL

June 20, 2013

7:00 p.m.

City of Hemet Council Chambers  
450 E. Latham Avenue

[www.cityofhemet.org](http://www.cityofhemet.org)  
*Please silence all cell phones*

### Call to Order

Council Member Krupa called the meeting to order at 7:01 p.m.

### Roll Call

PRESENT: Council Members Krupa, Milne and Wright,

ABSENT: Mayor Pro Tem Smith and Mayor Youssef

**Council Member Milne moved and Council Member Wright seconded a motion to excuse Mayor Pro Tem Smith and Mayor Youssef. Motion carried 3-0.**

### Work Study

*Discussion regarding this item, with possible direction to staff*

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

**Ron Bradley, Interim City Manager**, this is a question and answer opportunity for the City Council. All of the Department Heads are here to present their department budgets.

**Rita Conrad, Deputy City Manager/Administrative Services**, presented additional information to the City Council including a list of department requests that were denied by the City Manager for this fiscal year.

**Mr. Bradley**, for the most part this is a status quo budget.

**Council Member Wright**, expected to see budgets submitted from the Departments. It appears that all that was submitted were wish lists.

**Mr. Bradley**, the Department budgets are submitted electronically, with some of them submitting roll over budgets.

**Ms. Conrad**, 70% of the budget is personnel, 20% of the budget is internal services. Only 10% of the department's budget is discretionary.

Administrative Services (IT, Human Resources and Finance)

**Ms. Conrad**, the only change is Finance beside the increase in premiums is the addition of a contract Safety Officer. The former Emergency Operations Officer was lost to budget cuts.

**Council Member Krupa**, asked if the Safety Officer will also do Risk Management.

**Ms. Conrad**, at this time funding is not available for Risk Management, that duty will still be handled by the Administrative Services Director.

**Council Member Wright**, asked that the practice of recovering costs related to other funds be explained.

**Ms. Conrad**, all costs that are eligible for other funds are moved away from General Fund if possible.

**Council Member Wright**, I understand that in the past, the City Manager would have a

workshop with the City Council explaining the budget in detail.

**Council Member Milne**, staff has been very willing to help. A cliff note portion in the budget to assist us would be appreciated.

**Ms. Conrad**, that can be considered as part of the process next year.

### **Mayor Pro Tem Smith arrived at 7:14 p.m.**

**Ms. Conrad**, explained fluctuations in the budget for IT. Some one-time costs were eliminated, however there are additional costs associated with West Covina for the Dispatch upgrades.

**Council Member Wright**, asked when the conversion to Outlook will take place.

**Mr. Bradley**, the PD upgrades and the upgrades for the Literacy Department took priority.

### City Council, City Treasurer, City Manager and City Clerk

**Mr. Bradley**, there were no changes from the prior year for City Council, City Treasurer, City Manager or City Clerk's budgets. The City Manager budget might have to be amended based on the agreement with the new City Manager.

**Mayor Pro Tem Smith**, asked if this budget includes the cost to conduct the City Manager recruitment.

**Mr. Bradley**, that cost was part of the 2012-13 budget.

**Council Member Wright**, requested an explanation on the increase in Internal Service charges.

**Ms. Conrad**, Internal Service charges are based on the Department's percentage of the budget, square footage of their Department and the specific contracts that each Department has for software.

**Mayor Pro Tem Smith**, Internal Service charges are basically overhead, no one likes it but it is the cost of doing business.

**Mr. Bradley**, these funds are reconciled at the end of the year, some funds for large purchases might be rolled over to the subsequent fiscal year.

### City Attorney

**Eric Vail, City Attorney**, explained the variations in legal fees for the past several years. Basic legal services are covered by a retainer. It is anticipated that legal services will come in at or below budget this fiscal year. FY 2013-14 will include labor negotiations with all groups and the analysis and action for the Fire Contract consideration. We built in some costs to be more prepared. We anticipated that we will be more active next year on Code Enforcement with the development of the ROCS Ordinances.

**Council Member Milne**, asked about cost recovery for legal fees.

**Mr. Bradley**, a fee structure has not been developed. I am recommending a new contract with Burke, Williams and Sorenson. The contract still has a retainer that includes a large portion of our legal needs and is very cost efficient.

**Mr. Vail**, the Hemet ROCS fee schedule does not include cost recovery for Attorney's fees. At this time, we don't know how successful the City will be at generating revenue.

**Mr. Bradley**, as an example, the Fire Department implemented a recovery fee for repeated slip and fall calls to Nursing Homes. After which, the calls for services stopped therefore no additional revenue was generated.

**Mr. Vail**, explained the legal fee structure and the City Attorney expenses since 2004. Mr.

Vail is hoping that long term labor agreements will be considered. The City spends approximately \$500,000 per year in litigation costs.

**Mayor Pro Tem Smith**, thanked Mr. Vail and his firm for working with the City to reduce legal costs. Mayor Pro Tem Smith would also like to see a 2 year budget cycle.

#### Simpson Center

**Mr. Bradley**, the City's need to contract out management of the Simpson Center lead to an agreement with YMCA. Unfortunately, they were forced to file bankruptcy. Valley-Wide offered to come in and continue services. Since that point they have made improvements and increased the services offered at the facility. Staff is recommending that the City continue the contract with Valley-Wide to operate the Simpson Center. It is important that we continue to provide services for our seniors and children.

**Council Member Wright**, recommended that the cost for the utilities be shared so there is some accountability.

**Gary Thornhill, Interim Assistant City Manager**, the proposed contract will require Valley-Wide to pay for the utilities at the facility.

#### Community Development

**Deanna Elliano, Community Development Director**, Community Development includes Building, Planning and Code Enforcement. The budget is status quo. Building does reflect a difference and that is due to a change in the accounting procedures based on a request from the auditors.

The City Council and staff discussed fuel expenses for the Department and recommended that alternative fuel vehicles be considered in the future.

**Council Member Wright**, requested more detail on changes in the personnel costs in Code Enforcement.

**Ms. Elliano**, a Code Enforcement Officer that was previously allocated to Refuse is now charged to the General Fund. The Department has the same employees, different account allocations.

**Ms. Conrad**, the position is budgeted in the General Fund with an offsetting transfer from the Refuse Fund.

**Ms. Elliano**, Code Enforcement has a part-time Officer to assist with the load while the Department has one Officer on Workers Comp.

The City Council and staff discussed the revenue differences between rental inspections and code violations, as well as cost recovery options.

**Mr. Bradley**, the City has applied for a grant to help pay for the EIR and a Specific Plan for Downtown. The additional budget is to contract for technical assistance on projects such as the West End Drainage Plan.

**Ms. Elliano**, "itrack it" software and Ipads have been requested allowing Officers more access to information in the field.

**Council Member Milne**, asked about the boundaries planned for the west end Sphere of Influence and expressed concern with funds being expended that would benefit the County of Riverside or residents in the unincorporated area.

**Ms. Elliano**, the boundaries will be determined at a later date. This is not an annexation and would not benefit the County. The Sphere of Influence amendment would be done by staff.

**Mayor Pro Tem Smith**, if the indicators are correct that development is increasing, we need to find more contract employees to help us keep up with the increase demand.

### Community Investment Department

**John Jansons, Community Investment Director**, this Department was created 18 months ago with the Reorganization. The Department's main responsibilities are: Affordable and Workforce Housing; Community Development Block Grant (CDBG); Neighborhood Stabilization Program (NSP); Economic Development; Successor Agency; and Special Event Program.

The City Council recommended that a citywide newsletter be considered to get the word out about Hemet ROCS.

The City Council requested that a line item be added in the budget for participation at ICSC.

### Engineering

**Victor Monz**, the budget presented was status quo.

**Ms. Conrad**, explained that a recent change in project coding makes the Department's personnel costs look higher.

### Fire

**Joe Morris, Fire Chief**, the Department handles Fire Suppression; Fire Prevention and Emergency Operations. Chief Morris presented handouts to the City Council regarding the Department budget. The Department conducts monthly CERT Programs. The Department will continue their private partnerships with AMR and Mercy Air. Chief Morris discussed the costs to implement the proposed paramedic and EMD programs. Chief Morris explained his budget recommendations to include two floaters and a Duty Chief.

**Mr. Bradley**, explained his recommended budget to implement the paramedic and EMD programs.

The City Council and staff discussed in detail the program and its proposed costs.

**Chief Morris**, explained the Fire Prevention and Plan Check services provided by the Department. The Department uses a 3<sup>rd</sup> Party to assist with plan checks. The Department participates in the Hemet ROCS Task Force. One goal is to implement a self-inspection program with a fee schedule this fiscal year.

The City Council and staff discussed fees for services and cost recovery

**Chief Morris**, the Department is re-establishing the Emergency Operations Center.

**Mayor Pro Tem Smith**, requested that a map be prepared with the 10 evacuation centers for the City Council, staff and residents.

**Paul Raver, Hemet**, concurs with Mr. Bradley's recommendation to re-examine the reserve level established by Ordinance No. 1848. Mr. Raver recommends that the City approve 5 year contracts with all labor unions and restated that the Fire Fighters would be willing to continue their 5% concessions. Mr. Raver presented a document to the City Council with the following recommendations: add 12 Police Officers and 2 Sergeants funding them for nine months; open Fire Station #5 with 3 Captains, 3 Engineers and 3 Firefighters funding them for nine months; add EMD, funding it for nine months including 8 Dispatchers; add Paramedic Program funding it for ten months. Mr. Raver also recommended that the City Council and staff actively seek grant funds for public safety and consider implementation of an Annual Subscription Fee or a per call fee for Fire Services.

**Chief Morris**, funding and re-opening Fire Station 5 would be great. Chief Morris explained the reasons that the station was closed and the advantages for re-opening it. However, the Department's priority would be the implementation of the Paramedic and EMD programs. Chief Morris explained the subscription and call for service fee options used by other Departments.

**Chief Brown**, Mr. Raver gave me a copy of these recommendations earlier most of them are for the Fire Department. Part of his recommendation is already included in my policing plan. Funding is a policy decision that is made by the City Council. 15 years ago I proposed EMD for the City and requested 8 additional Dispatcher's to handle the call volume at that time. I strongly agree with the City Manager's recommendation to hire 8 Dispatcher to implement EMD.

#### Library

**Kathye Caines, Library Manager**, the proposed budget is similar to the previous fiscal year. It is recommended that two part-time positions be changed to one full-time position. The book supply will be replenished by using funds from the endowment. The Library currently uses its approximate 70 active volunteers to keep up with the demand. The City Council and staff discussed the Library's hours.

#### Police

**Dave Brown, Police Chief**, explained the Department's accomplishments and goals. This budget includes funding from a successful grant award and funding for a Hemet ROCS Officer. 8 Officers are budgeted outside of the General Fund, 3 are funded by Federal Vested Cops Grant, 4 by Hemet Unified School District and 1 is funded by the AB109 Task Force. This budget includes the Part-time Retired Officer Program and the Cooperative Agreement with the California Highway Patrol (CHP).

**Council Member Wright**, asked where the remaining \$24,000 to purchase the motorcycles will come from and if there is personnel to justify the purchase of three at this time.

**Chief Brown**, it is recommended that we use the anticipated \$60,000 in FY 2013-14 revenue in the Towing Fund and the remaining \$20,000 fund balance to purchase the three motorcycles. There are a number of advantages in buying the motors 3 or 4 at a time, we get a much better rate per unit. Officers normally assigned elsewhere are assigned motors for special enforcement projects.

The City Council and staff discussed the Police Department staffing.

**Chief Brown**, the increase in the Animal Control budget is due to the increase in the number of turn ins.

#### Public Works

**Kris Jensen, Public Works Director**, the Departments budgets are mostly status quo. This budget includes filling the vacant Facilities Maintenance Manager position as well as the addition of one new Facilities Maintenance position. Re-roofing of the facilities is one of the priorities for this fiscal year.

**Council Member Wright**, suggested that staff look into energy audits offered free by the Department of Energy and other Commissions.

The City Council and staff discussed vehicle replacement assistance from AQMD.

**Ms. Jensen**, staff is recommending budget to purchase a new vector jetter and a camera van.

**Council Member Krupa**, asked about the line item in Public Works Administration for the Women's Club.

**Ms. Jensen**, there is a 50 year agreement with the Women's Club to pay for a meeting location.

**The City Council requested that a copy of the agreement be distributed to the City Council members.**

**Ms. Jensen**, staff just completed the L&LMD assessments, the final amount will be included in the final budget on June 25, 2013.

**Ms. Conrad**, recapped the preliminary budget presented at this time. Staff is looking for direction to move forward and to incorporate the City Manager's recommendations into the final budget which will be considered on June 25, 2013.

**Mr. Bradley**, Ordinance No. 1848 requires that staff bring back recommendations to replenish the reserve in the next 18 months.

The City Council and staff discussed the options.

**The City Council gave direction to staff to move forward with the process including the City Manager recommendations.**

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## Communications from the Public

There were no communications from the public at this time.

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## 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 10:37 p.m.

#### 2. 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*

*Hemet Fire Fighters Association*

*Hemet Police Officers Association*

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Reconvened at 10:44 p.m.

## City Attorney Closed Session Report

#### 3. 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*

*Hemet Fire Fighters Association*

*Hemet Police Officers Association*

**The City Council met regarding the listed bargaining units. There was no additional reportable action.**

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## Future Agenda Items

There were no future agenda items requested at this time.

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## Adjournment

Adjourned at 10:46 p.m. to Tuesday, June 25, 2013 at 7:00 p.m.



## Staff Report

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TO: Honorable Mayor and Members of the City Council

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

DATE: July 23, 2013

RE: Warrant Register

The City of Hemet's warrant registers dated July 10, 2013 and July 11, 2013 are currently posted on the City's website in the Finance Department section, under *Financial Information*. Payroll for the period of June 24, 2013 to July 7, 2013 was \$682,085.42.

### 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  
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

*Staff Report*

TO: Honorable Mayor and members of the City Council  
FROM: Judith L. Oltman, City Treasurer  
DATE: July 23, 2013  
RE: Investment Portfolio as of May 2013

**RECOMMENDED ACTION:**

Receive and file.

**ANALYSIS:**

The summary statement of activity and balances of the Treasurer's Investment Portfolio for the month of May 2013 is forwarded herewith for your review. On 5/21/13 we purchased a 5yr/ 6 month call FNMA #2260 for \$500,000 at 1.00%. On 5/15/13 our FFCB #2248 was called and on 5/22/13 our FHLB #2250 was called. On 5/30/13 our Library FNMA #3302 was called.

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

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

Respectfully Submitted,

Judith L. Oltman  
City Treasurer

attachment

**CITY OF HEMET, CALIFORNIA**  
**Monthly Report of Investment Activities**

MAY 2013

INVESTMENT CLASSIFICATIONS	MONTHLY ACTIVITY	CONSOLIDATED BALANCE
PORTFOLIO AS OF April	64,827,150.30	
<b>CERTIFICATES OF DEPOSIT</b> Placed this month Matured this month <b>Balance</b>		6,896,000.00
<b>LOCAL AGENCY INVESTMENT FUND: City of Hemet</b> Deposits Withdrawals <b>Balance</b>		35,112,933.04
<b>LOCAL AGENCY INVESTMENT FUND: City of Hemet</b> Deposits Withdrawals <b>Balance</b>		1,874.85
<b>BANK OF NEW YORK MELLON Custodial Acct.</b> Deposits Withdrawals <b>Balance</b>	1,519,709.89 -519,709.89	1,167,958.98
<b>RABO BANK: Money Market Account</b> Deposits Withdrawals <b>Balance</b>		200,000.00
<b>CITIBANK: Money Market Account</b> Deposits Withdrawals <b>Balance</b>	23,274.49 -400,000.00	5,248,259.43
<b>CITIBANK: Money Market Account 3</b> Deposits Withdrawals <b>Balance</b>	3,592,773.25 -700,000.00	9,081,171.74
<b>MUNICIPAL BONDS/CORPORATES</b> Deposits Withdrawals <b>Balance</b>		4,135,000.00
<b>GOVERNMENT AGENCIES</b>		
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
2257 1.15% FHLMC 4/25/18		500,000.00
2258 1.0% FNMA 4/30/18		500,000.00
2259 .70% FNMA 4/30/18		500,000.00
2260 1.0% FNMA 5/21/18	500,000.00	500,000.00
<b>PORTFOLIO BALANCE AS OF MAY 2013</b>	<b>67,843,198.04</b>	<b>67,843,198.04</b>

INTEREST EARNINGS		12-13 FISCAL YEAR-TO-DATE
<b>EARNINGS BALANCE AS OF May 1, 2013</b>		<b>317,728.34</b>
CERTIFICATES OF DEPOSIT INT.	3,296.44	
OTHER GOVERNMENT SECURITIES	8,597.22	
CITIBANK MONEY MARKET ACCOUNT	689.60	
CITIBANK MONEY MARKET ACCOUNT 3	836.38	
BANK OF NY MONEY MARKET ACCT.	18.27	
<b>LOCAL AGENCY INVESTMENT FUNDS</b> City of Hemet Interest City of Hemet Interest		
<b>MONTHLY EARNINGS TOTAL</b>	<b>13,437.91</b>	<b>13,437.91</b>
<b>MEMO ONLY:</b>		
MERCHANT BANK CHG. Apr. May	-5,534.21	
LIBRARY CREDIT CARD FEES	-123.58	
ARMORED CAR (2 mos.)	-735.32	
ASSET SEIZURE FUNDS	-52.18	
Charges as of: May 1, 2013	-28,569.52	
YTD CHARGES	-35,014.81	
<b>12-13 YEAR-TO-DATE INTEREST EARNINGS</b>		<b>331,166.25</b>

**CITY OF HEMET**  
**Portfolio Management**  
**Portfolio Summary**  
**May 31, 2013**

<b>Investments</b>	<b>Par Value</b>	<b>Market Value</b>	<b>Book Value</b>	<b>% of Portfolio</b>	<b>Term</b>	<b>Days to Maturity</b>	<b>YTM 360 Equiv.</b>	<b>YTM 365 Equiv.</b>
Certificates of Deposit - Bank	3,169,000.00	3,219,286.37	3,169,000.00	4.85	1,382	612	1.582	1.604
Managed Pool Accounts	35,114,806.37	35,114,806.37	35,114,806.37	53.75	1	1	0.345	0.350
Passbook/Checking Accounts	13,183,664.67	13,183,664.67	13,183,664.67	20.18	1	1	0.402	0.408
Local Government Bonds	3,135,000.00	3,262,920.55	3,126,882.88	4.79	1,488	750	4.560	4.623
Medium Term Notes	1,000,000.00	990,440.00	1,004,407.16	1.54	1,694	1,644	1.233	1.250
Federal Agency Issues - Coupon	6,000,000.00	5,968,587.50	6,000,000.00	9.18	1,826	1,638	1.111	1.127
Negotiable CDs	3,727,000.00	3,753,674.20	3,727,000.00	5.71	1,656	1,356	1.173	1.189
	<b>65,329,471.04</b>	<b>65,493,379.66</b>	<b>65,325,761.08</b>	<b>100.00%</b>	<b>427</b>	<b>319</b>	<b>0.750</b>	<b>0.760</b>
<b>Investments</b>								
<b>Cash and Accrued Interest</b>								
Accrued Interest at Purchase		11,320.83	11,320.83					
Subtotal		11,320.83	11,320.83					
<b>Total Cash and Investments</b>	<b>65,329,471.04</b>	<b>65,504,700.49</b>	<b>65,337,081.91</b>		<b>427</b>	<b>319</b>	<b>0.750</b>	<b>0.760</b>
<b>Total Earnings</b>								
	<b>May 31 Month Ending</b>	<b>Fiscal Year To Date</b>						
Current Year	42,132.23	413,652.18						
<b>Average Daily Balance</b>	<b>64,855,112.19</b>							
<b>Effective Rate of Return</b>	<b>0.76%</b>							

JUDITH L. OLTMAN, TREASURER

Reporting period 05/01/2013-05/31/2013

Run Date: 06/11/2013 - 15:39

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**CITY OF HEMET**  
**Portfolio Management**  
**Portfolio Details - Investments**  
**May 31, 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
<b>Certificates of Deposit - Bank</b>												
SYS3124	3124	Ally Bank		07/30/2010	247,000.00	257,398.06	247,000.00	2.450		2.450	789	07/30/2015
SYS3138	3138	AMERICAN EXPRESS CENTURIAN		08/25/2011	248,000.00	249,779.80	248,000.00	1.150		1.150	450	08/25/2014
06740KEX1	3146	BARCLAYS BANK DE		12/07/2011	247,000.00	256,291.79	247,000.00	1.900		1.900	1,285	12/07/2016
SYS3130	3130	BMW BANK OF NORTH AMERICA, UT		10/22/2010	248,000.00	251,487.38	248,000.00	1.550		1.550	508	10/22/2014
SYS3128	3128	BANK OF HEMET		09/06/2010	247,000.00	247,000.00	247,000.00	1.600		1.600	97	09/06/2013
SYS3144	3144	BANK OF THE WEST		10/12/2011	249,000.00	257,097.93	249,000.00	1.750		1.750	1,229	10/12/2016
SYS3129	3129	BANK OF HEMET		09/06/2010	247,000.00	247,000.00	247,000.00	1.600		1.600	97	09/06/2013
SYS3136	3136	CIT BANK		08/24/2011	247,000.00	255,460.42	247,000.00	1.800		1.800	1,180	08/24/2016
SYS3122	3122	COMMUNITY COMMERCE BANK		06/20/2010	99,000.00	99,000.00	99,000.00	2.200		2.231	19	06/20/2013
SYS3123	3123	COMMUNITY COMMERCE BANK		06/20/2010	99,000.00	99,000.00	99,000.00	2.200		2.231	19	06/20/2013
SYS3142	3142	COMPASS BANK		09/14/2011	248,000.00	248,000.00	248,000.00	0.850		0.850	107	09/16/2013
SYS3134	3134	DISCOVER BANK		08/24/2011	248,000.00	248,000.00	248,000.00	1.050		1.050	450	08/25/2014
36160WVR7	3132	G.E. Capital Financial, Inc.		08/12/2011	247,000.00	255,770.99	247,000.00	1.850		1.850	1,168	08/12/2016
SYS3140	3140	GOLDMAN SACHS		08/31/2011	248,000.00	248,000.00	248,000.00	1.200		1.200	458	09/02/2014
<b>Subtotal and Average</b>			<b>3,169,000.00</b>		<b>3,169,000.00</b>	<b>3,219,286.37</b>	<b>3,169,000.00</b>			<b>1.604</b>	<b>612</b>	
<b>Managed Pool Accounts</b>												
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
<b>Subtotal and Average</b>			<b>35,114,806.37</b>		<b>35,114,806.37</b>	<b>35,114,806.37</b>	<b>35,114,806.37</b>			<b>0.350</b>	<b>1</b>	
<b>Passbook/Checking Accounts</b>												
SYS5009	5009	BANK OF NEW YORK			1,171,083.98	1,171,083.98	1,171,083.98			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
<b>Subtotal and Average</b>			<b>12,471,155.80</b>		<b>13,183,664.67</b>	<b>13,183,664.67</b>	<b>13,183,664.67</b>			<b>0.408</b>	<b>1</b>	
<b>Local Government Bonds</b>												
423542KL2	5006	HEMET UNIFIED SCHOOL DISTRICT		07/22/2010	2,000,000.00	2,091,820.00	1,991,568.30	5.375		5.609	760	07/01/2015
509896AC0	5007	Lake Hemet Municipal Water Dis		10/07/2010	140,000.00	140,429.80	140,314.58	3.000		2.153	101	09/10/2013
533020DC4	5012	CITY OF LINCOLN		03/02/2013	995,000.00	1,030,670.75	995,000.00	3.000		3.000	823	09/02/2015
<b>Subtotal and Average</b>			<b>3,126,769.71</b>		<b>3,135,000.00</b>	<b>3,262,920.55</b>	<b>3,126,882.88</b>			<b>4.623</b>	<b>750</b>	

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**CITY OF HEMET**  
**Portfolio Management**  
**Portfolio Details - Investments**  
**May 31, 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
<b>Medium Term Notes</b>												
68389XAN5	5010	ORACLE		03/28/2013	500,000.00	495,655.00	501,062.47	1.200		1.150	1,597	10/15/2017
94974BFG0	5013	WELLS FARGO		04/26/2013	500,000.00	494,785.00	503,344.69	1.500		1.350	1,690	01/16/2018
<b>Subtotal and Average</b>			<b>1,004,444.82</b>		<b>1,000,000.00</b>	<b>990,440.00</b>	<b>1,004,407.16</b>			<b>1.250</b>	<b>1,644</b>	
<b>Federal Agency Issues - Coupon</b>												
313381MV4	2254	FEDERAL HOME LOAN BANK		01/17/2013	500,000.00	495,937.50	500,000.00	1.050		1.050	1,691	01/17/2018
3134G37C8	2256	FEDERAL HOME LOAN MTG ASSOC.		04/17/2013	500,000.00	494,905.00	500,000.00	1.100		1.100	1,781	04/17/2018
3134G37H7	2257	FEDERAL HOME LOAN MTG ASSOC.		04/25/2013	500,000.00	495,685.00	500,000.00	1.150		1.150	1,789	04/25/2018
3136FRB44	2229	FEDERAL NTL MORTGAGE ASSOC.		07/22/2011	500,000.00	501,190.00	500,000.00	2.125		2.125	1,147	07/22/2016
3136G0GA3	2249	FEDERAL NTL MORTGAGE ASSOC.		05/16/2012	500,000.00	503,665.00	500,000.00	1.200		1.200	1,445	05/16/2017
3136G0NY3	2251	FEDERAL NTL MORTGAGE ASSOC.		06/27/2012	500,000.00	500,520.00	500,000.00	1.050		1.050	1,487	06/27/2017
3135G0NF6	2252	FEDERAL NTL MORTGAGE ASSOC.		08/21/2012	500,000.00	498,665.00	500,000.00	1.000		1.000	1,542	08/21/2017
3136G0U42	2253	FEDERAL NTL MORTGAGE ASSOC.		11/29/2012	500,000.00	497,620.00	500,000.00	1.000		1.000	1,642	11/29/2017
3135G0UN1	2255	FEDERAL NTL MORTGAGE ASSOC.		02/28/2013	500,000.00	497,350.00	500,000.00	1.150		1.146	1,733	02/28/2018
3135G0WN9	2258	FEDERAL NTL MORTGAGE ASSOC.		04/30/2013	500,000.00	493,460.00	500,000.00	1.000		1.000	1,794	04/30/2018
3136G1LB3	2259	FEDERAL NTL MORTGAGE ASSOC.		04/30/2013	500,000.00	495,405.00	500,000.00	0.700		0.700	1,794	04/30/2018
3135G0XG3	2260	FEDERAL NTL MORTGAGE ASSOC.		05/21/2013	500,000.00	494,185.00	500,000.00	1.000		1.000	1,815	05/21/2018
<b>Subtotal and Average</b>			<b>6,241,935.48</b>		<b>6,000,000.00</b>	<b>5,968,587.50</b>	<b>6,000,000.00</b>			<b>1.127</b>	<b>1,638</b>	
<b>Negotiable CDs</b>												
856284-E3-4	3147	BANK OF INDIA NEW YORK		04/27/2012	248,000.00	258,430.09	248,000.00	2.000		2.000	1,426	04/27/2017
106895AY1	3161	BREMER BANK GRAND FORKS, MN		06/22/2012	249,000.00	251,380.44	249,000.00	1.200		1.217	1,482	06/22/2017
10700QBC7	3160	BREMER BANK OF MOORHEAD ND		06/22/2012	249,000.00	251,380.44	249,000.00	1.200		1.217	1,482	06/22/2017
107003AK1	3162	BREMER BANK NA		06/28/2012	249,000.00	251,391.89	249,000.00	1.200		1.217	1,488	06/28/2017
17037TDV6	3169	CHOICE FINANCIAL GROUP		11/20/2012	248,000.00	247,090.34	248,000.00	1.000		1.000	1,633	11/20/2017
20033AAG13	3168	COMENITY CAPITAL BANK		10/25/2012	249,000.00	248,902.24	249,000.00	1.050		1.065	1,607	10/25/2017
29976DNY2	3166	EVERBANK		10/15/2012	248,000.00	248,000.00	248,000.00	1.000		1.000	1,598	10/16/2017
373128DS3	3167	GEORGIA BANK AND TRUST		10/17/2012	249,000.00	248,362.44	249,000.00	1.000		1.014	1,599	10/17/2017
36159CRZ1	3126	GE Money Bank		07/30/2010	247,000.00	257,128.93	247,000.00	2.400		2.400	789	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	1,702	01/28/2018
7865803L2	3164	SAFRA NATIONAL BANK		09/27/2012	249,000.00	249,000.00	249,000.00	0.800		0.800	849	09/28/2015
795450NR2	3163	SALLIE MAE		07/25/2012	248,000.00	248,000.00	248,000.00	1.200		1.200	786	07/27/2015
84603M2W5	3165	SOVEREIGN BANK		10/03/2012	249,000.00	249,673.87	249,000.00	0.750		0.750	489	10/03/2014
909557CL2	3170	United Bankers' Bank		11/29/2012	249,000.00	248,933.52	249,000.00	1.100		1.115	1,642	11/29/2017
94986TMF1	3172	WELLS FARGO		03/28/2013	248,000.00	248,000.00	248,000.00	1.000		1.000	1,761	03/28/2018

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**CITY OF HEMET  
Portfolio Management  
Portfolio Details - Investments  
May 31, 2013**

CUSIP	Investment #	Issuer	Average Balance	Purchase Date	Par Value	Market Value	Book Value	Stated Rate	Moody's	YTM 365	Days to Maturity
<b>Subtotal and Average</b>			3,727,000.00		3,727,000.00	3,753,674.20	3,727,000.00			1.189	1,356
<b>Total and Average</b>			64,855,112.19		65,329,471.04	65,493,379.66	65,325,761.08			0.760	319

**CITY OF HEMET  
Portfolio Management  
Portfolio Details - Cash  
May 31, 2013**

CUSIP	Investment #	Issuer	Average Balance	Purchase Date	Par Value	Market Value	Book Value	Stated Rate	Moody's	YTM 365	Days to Maturity
		<b>Average Balance</b>	<b>0.00</b>	Accrued Interest at Purchase		11,320.83	11,320.83				0
				Subtotal		11,320.83	11,320.83				
		<b>Total Cash and Investmentss</b>	<b>64,855,112.19</b>		<b>65,329,471.04</b>	<b>65,504,700.49</b>	<b>65,337,081.91</b>			<b>0.760</b>	<b>319</b>

**CITY OF HEMET**  
**Received Interest**  
**Sorted by Issuer**  
**Received May 1, 2013 - May 31, 2013**

Issuer	CUSIP	Investment #	Security Type	Par Value	Current Rate			Interest		Variance	
						Date Due	Date Received	Amount Due	Amount Received		
<b>BANK OF HEMET</b>	SYS3128	3128	BCD	247,000.00	1.600	05/06/2013	05/07/2013	324.82	324.82	-	
								<b>Subtotal</b>	<b>324.82</b>	<b>324.82</b>	
<b>BANK OF THE WEST</b>	SYS3144	3144	BCD	249,000.00	1.750	05/12/2013	05/15/2013	358.15	358.15	-	
								<b>Subtotal</b>	<b>358.15</b>	<b>358.15</b>	
<b>BANK OF HEMET</b>	SYS3129	3129	BCD	247,000.00	1.600	05/06/2013	05/07/2013	324.82	324.82	-	
								<b>Subtotal</b>	<b>324.82</b>	<b>324.82</b>	
<b>BREMER BANK GRAND FORKS, MN</b>	106895AY1	3161	NC2	249,000.00	1.200	05/22/2013	05/23/2013	249.00	245.59	-3.41	
								<b>Subtotal</b>	<b>249.00</b>	<b>245.59</b>	
<b>BREMER BANK OF MOORHEAD ND</b>	10700QBC7	3160	NC2	249,000.00	1.200	05/22/2013	05/23/2013	249.00	245.59	-3.41	
								<b>Subtotal</b>	<b>249.00</b>	<b>245.59</b>	
<b>CHOICE FINANCIAL GROUP</b>	17037TDV6	3169	NC2	248,000.00	1.000	05/20/2013	05/22/2013	1,240.00	1,229.81	-10.19	
								<b>Subtotal</b>	<b>1,240.00</b>	<b>1,229.81</b>	
<b>COMMUNITY COMMERCE BANK</b>	SYS3122	3122	BCD	99,000.00	2.200	05/20/2013	05/01/2013	181.50	181.50	-	
								<b>Subtotal</b>	<b>181.50</b>	<b>181.50</b>	
<b>COMMUNITY COMMERCE BANK</b>	SYS3123	3123	BCD	99,000.00	2.200	05/20/2013	05/01/2013	181.50	181.50	-	
								<b>Subtotal</b>	<b>181.50</b>	<b>181.50</b>	
<b>FEDERAL FARM CREDIT BANKS</b>	3133EAQN1	2248	FAC	0.00	1.140	05/15/2013	05/20/2013	2,850.00	2,850.00	-	
								<b>Subtotal</b>	<b>2,850.00</b>	<b>2,850.00</b>	
<b>FEDERAL HOME LOAN BANK</b>	313379FN4	2250	FAC	0.00	1.150	05/22/2013	05/23/2013	2,747.22	2,747.22	-	
								<b>Subtotal</b>	<b>2,747.22</b>	<b>2,747.22</b>	
<b>FEDERAL NTL MORTGAGE ASSOC.</b>	3136G0GA3	2249	FAC	500,000.00	1.200	05/16/2013	05/21/2013	3,000.00	3,000.00	-	
								<b>Subtotal</b>	<b>3,000.00</b>	<b>3,000.00</b>	

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CITY OF HEMET  
 Received Interest  
 Received May 1, 2013 - May 31, 2013

Issuer	CUSIP	Investment #	Security Type	Par Value	Current Rate			Interest		Variance	
						Date Due	Date Received	Amount Due	Amount Received		
GEORGIA BANK AND TRUST	373128DS3	3167	NC2	249,000.00	1.000	05/17/2013	05/21/2013	207.50	204.66	-2.84	
								<b>Subtotal</b>	<b>207.50</b>	<b>204.66</b>	
								<b>Total</b>	<b>11,913.51</b>	<b>11,893.66</b>	
								<b>Total Cash Overpayment</b>	<b>0.00</b>		
								<b>Total Cash Shortfall</b>	<b>-19.85</b>		

CITY OF HEMET  
 Received Interest  
 Received May 1, 2013 - May 31, 2013

Issuer	CUSIP	Investment #	Security Type	Par Value	Current Rate			Interest		
						Date Received	Amount Received			
<b>Cash Accounts</b>										
BANK OF NEW YORK	SYS5009	5009	PA1	1,167,958.98		05/02/2013		18.27		
								<b>Subtotal</b>	<b>18.27</b>	
Citibank	SYS5001	5001	PA1	5,247,569.83	0.450	05/31/2013		689.60		
								<b>Subtotal</b>	<b>689.60</b>	
CITIBANK3	SYS5004	5004	PA1	9,080,335.36	0.450	05/31/2013		836.38		
								<b>Subtotal</b>	<b>836.38</b>	
								<b>Total</b>	<b>1,544.25</b>	

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

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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

May 2013 Statement

Account Summary

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

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

[www.treasurer.ca.gov/pmia](http://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

May 2013 Statement

Account Summary

Total Deposit:	0.00	Beginning Balance:	35,112,933.04
Total Withdrawal:	0.00	Ending Balance:	35,112,933.04



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

Date	Activity	98510818	98510819	98510816	98510815	98510817	RDA	TOTAL
		496-1504 Interest Fund	Principal Fund	Sinking Fund	496-1506 Reserve Fund	Redemption Fund	389-1502 Cost of Issuance	
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)	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)	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)	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)	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)	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)	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)	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)	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)	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)	475,474.45
5/31/2013	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)	475,474.45

First American Treas Oblig CL D Corp Tr  
LAIF/RDA

475,474.45  
0.00  
475,474.45



# AGENDA # 9



## *Staff Report*

TO: Honorable Mayor and Members of the Hemet City Council

DATE: July 23<sup>rd</sup>, 2013

RE: Approval of Amendment to At-Will Employment Agreement for the position of Interim City Manager

---

### **RECOMMENDED ACTION:**

That the City Council approves the attached amendment to the employment agreement between the City of Hemet and Ronald Bradley.

### **BACKGROUND:**

At the December 18<sup>th</sup>, 2012 Council Meeting the City Council approved appointment of Ronald Bradley to the position of Interim City Manager.

CalPERS allows for CalPERS annuitants (retirees) to work for CalPERS agencies on a temporary basis for no longer than 960 hours per fiscal year as long as recruitment for a permanent appointment to the position is underway. Additionally, CalPERS requires that the annuitant have special skills necessary to fill the position on an interim basis to prevent the stoppage of public business. Mr. Bradley, by virtue of his significant experience as both a City Manager and an Interim City Manager in other cities, has those special skills required to fill the position until a recruitment of a permanent City Manager can be completed.

The City Attorney received authorization from CalPERS to amend Mr. Bradley's contract for another 960 hours starting July 1, 2013. The contract will expire when a new City Manager is hired or the 960 hour limit has been reached. In no case shall the contract continue past December 17, 2013. The only change to the terms of the contract relates to the use of the City provide vehicle. CalPERS prohibits annuitants from using City vehicles to commute to work (CalPERS considers this "special compensation"). Therefore, the contract has been amended to be consistent with CalPERS rules.

### **FISCAL IMPACT:**

The position of City Manager (full salary and benefits) has been included in the FY 2013-2014 Adopted Budget. Savings will be generated because this is a non-benefitted interim position.

Attachment(s): Amendment to Employment contract between the City of Hemet and Ronald Bradley

**FIRST AMENDMENT TO EMPLOYMENT AGREEMENT (Agreement)  
For the Position Of  
INTERIM CITY MANAGER**

The Agreement entered into between the City of Hemet (“City”) and Ronald Bradley (“Bradley”) on December 18, 2012, is amended as follows, effective June 28, 2013:

1. Section 1.1 Term, is superceded by the following:

“Term. The term of this Agreement, shall commence upon being executed by BRADLEY and approved by the City Council and executed by CITY’s Mayor (“Commencement Date”). BRADLEY shall commence the performance of his duties as the Interim City Manager on December 18, 2012, or at such other date as the parties hereto shall agree in writing. This Agreement shall expire as of the first of the following to occur: (i) 5:00 p.m. on December 17, 2013 (ii) upon the employment commencement date of a permanent City Manager employed by CITY; (iii) upon BRADLEY working his 960<sup>th</sup> hour for CITY including hours worked for other CalPERS Agencies during CITY’s 2013-2014 fiscal year, or for any additional or subsequent fiscal year; or (iv) upon termination of the Agreement by either BRADLEY or CITY as provided in Section 4 [Termination] of this Agreement.”

2. Section 1.6 Regional and Professional Activity, is deleted in its entirety.
3. Section 2.3.1 City Owned Vehicle is superceded by the following:

1.1.1 “City-Owned Vehicle. CITY shall assign and provide to BRADLEY a CITY vehicle for his exclusive use in the performance of his duties under this Agreement. Such use shall include personal use reasonably related to the performance of his duties, while on the job. CITY shall pay for, or reimburse BRADLEY for, the necessary cost of automobile registration, insurance, fuel and maintenance for the vehicle. BRADLEY shall be entitled to no other or further vehicle allowance. BRADLEY shall keep the vehicle in reasonable repair, shall obey all traffic laws relating to operation of the vehicle and shall use due care and caution in its operation.

4. Section 2.3.3 Reimbursement is superceded by the following:

“2.3.3 Reimbursement. CITY shall reimburse BRADLEY for reasonable and necessary out of pocket expenses incurred by BRADLEY in the performance of his duties as Interim City Manager. All reimbursements shall be subject to and in accordance with California law and CITY’s adopted Employee Reimbursement Policy.”

**IN WITNESS WHEREOF**, CITY has caused this First Amendment to Employment Agreement to be signed and executed on its behalf by its Mayor and duly attested to by its City Clerk, and BRADLEY has signed and executed this Agreement, as of the date first indicated above.

**INTERIM CITY MANAGER**

**CITY OF HEMET**

\_\_\_\_\_  
Ronald E. Bradley

\_\_\_\_\_  
Robert Youssef, Mayor

**ATTEST:**

**APPROVED AS TO FORM:**

\_\_\_\_\_  
Sarah McComas, City Clerk

\_\_\_\_\_  
Eric S. Vail, City Attorney

*Staff Report*

---

TO: Honorable Mayor and Members of the City Council

FROM: Ronald E. Bradley, Interim City Manager  
Eric Vail, City Attorney  
Kris Jensen, Public Works Director

DATE: July 23, 2013

RE: **Second Amendment to Exclusive Franchise Agreement for Comprehensive Refuse Services**

**RECOMMENDATION:**

That the City Council approve the Second Amendment To Exclusive Franchise Agreement for Comprehensive Refuse Services ("Second Amendment") and authorize the Interim City Manager to sign the Second Amendment.

**BACKGROUND:**

City and CR&R Incorporated ("CR&R") entered in that Exclusive Franchise Agreement for Comprehensive Refuse Services, dated October 11, 2011 as approved by City Resolution No. 4458 ("Agreement"). Under the Agreement CR&R agreed not to discontinue service to residential customers in exchange for the City's agreement to place delinquent service charges on the secured property tax roll effectively placing a lien on the subject property and having the delinquency paid as part of the regular property tax bill.

In June of 2012, the Agreement was amended ("First Amendment") to address various implementation issues arising as part of CR&R's service roll out. One of the changes made was to allow CR&R to discontinue service to residential customers with a material delinquency after 60 days of non-payment. The obligation of the City to place delinquencies on the tax roll was also removed. This change was made for two reasons. First it was thought that commercial collection efforts and City code compliance would adequately address both the recoupment of service charges and the accumulation of refuse on residential sites. Second, refuse matters pending elsewhere in the state could have cast doubt on the legality of placing delinquencies on the tax roll.

City Staff and the City Attorney's Office are now recommending that the Agreement be amended a second time ("Second Amendment") to resolve a modified version of the original delinquency provision.

**ANALYSIS:**

The amount of residential delinquencies has greatly outpaced expectations and commercial collection services have not proved to be an effective means of recoup service charges for CR&R. At the same time, permitting CR&R to discontinue residence refuse service, has stressed available code compliance resources drawing away resources from other Council priorities, due to the sheer number of properties involved.

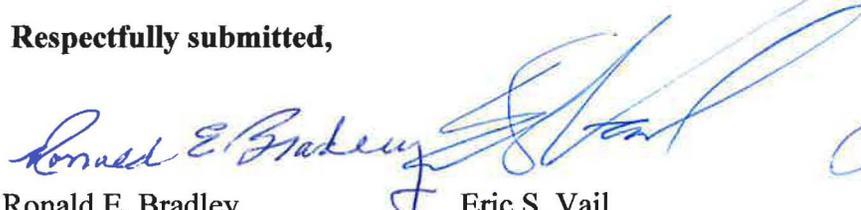
The accumulation of excess refuse, trash and waste on a property is a public nuisance for which the City does have authority to cite the occupant and remove the waste. However, staff has determined that it is more efficient to stop the waste from accumulating in the first place. To do this, the City needs to require CR&R not to discontinue service, even where non-payment of a delinquency occurs. In exchange, however, CR&R needs to more reliable mechanism to collect its delinquent service charges. The most efficient mechanism is to have the City place the delinquencies on the tax roll for payment as part of the regular property tax bill.

The City Attorneys Office has determined that the refuse matter pending at the time of the first amendment have either been dismissed or resolved in a manner that does not impugn the legality of the tax roll mechanism. Further, the City Attorneys Office has verified that the City is authorized to utilize the tax roll mechanism under Government Code sections 38790.1 and 25831. Finally, CR&R has agreed to modify the indemnity provision in the Agreement to indemnify and defend the City from any suit challenging the City use of the tax roll mechanism for refuse delinquencies.

**FISCAL IMPACT:**

No General Fund impact. CR&R shall pay all fees to Riverside County related to placement of refuse delinquencies on tax roll billing, as well as, reimburse the City for all direct and indirect costs incurred related to processing delinquencies through the property tax roll procedure.

**Respectfully submitted,**

  
Ronald E. Bradley  
Interim City Manager

  
Eric S. Vail  
City Attorney

  
Kris Jensen  
Public Works Director

**Second Amendment To  
Exclusive Franchise Agreement for  
Comprehensive Refuse Services**

by and between

the

**CITY OF HEMET**

and

**CR&R INCORPORATED**

Dated July \_\_, 2013

**SECOND AMENDMENT TO EXCLUSIVE FRANCHISE AGREEMENT FOR  
COMPREHENSIVE REFUSE SERVICE**

This Second Amendment to the Exclusive Franchise Agreement for Comprehensive Refuse Service ("**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 ("**City**"), and CR&R Incorporated, a California corporation ("**Contractor**"), as follows:

**RECITALS**

- A. City and Contractor entered in that Exclusive Franchise Agreement for Comprehensive Refuse Services, dated October 11, 2011 as approved by City Resolution No. 4458 ("**Agreement**"). The Agreement provides that Contractor will provide comprehensive refuse services to, and within the City of Hemet, under an exclusive franchise, for which Contractor will pay City certain compensation.
- B. Through the implementation process of the Agreement, and as a consequence of a legal challenge to the Agreement, City and Contractor identified specific amendments to certain provisions of the Agreement that were necessary to fully implement the arrangement as contemplated by the Parties. City and Contractor thereafter agreed to a First Amendment which contained these amendments.
- C. Concerns related to the accumulation of waste among residential customers who remain delinquent with their waste payments have created the need for further amendments to certain provisions of the Agreement. City and Contractor have therefore identified specific amendments to certain provisions of the Agreement that are necessary to fully implement the arrangement as contemplated by the Parties and to protect the City's significant interest in the health and safety of its citizens. This Second Amendment contains these specific amendments to be made to certain paragraphs and subparagraphs to the Agreement and rescinds a side letter describing what will become an outdated procedure for managing delinquencies.
- D. City is authorized to pass laws regulating the accumulation of waste in the proper exercise of its police powers.
- E. The accumulation of waste, especially at residential dwelling units, is injurious to health and is indecent and offensive to the senses, which affects an entire community and, as such, is a public nuisance under applicable law, including, but not limited to, Civil Code sections 3479, 3480, 3491 and 3494. It is therefore in the interest of the City to ensure that Contractor does not discontinue refuse collection service to such units as a result of delinquent payment or nonpayment of refuse services, but also to ensure mechanism for Contractor's collection of refuse service charges.
- F. In addition to any other remedy allowed by law, City may collect delinquent solid waste fees or charges in the manner provided by Section 25831 of the Government Code as applied to cities in Section 38790.1 of the Government Code.

## OPERATIVE PROVISIONS

NOW, THEREFORE, in consideration of the promises made and recited herein, and for good and valuable consideration, the receipt and adequacy of which the Parties deem satisfactory, the Parties do hereby enter into this Second Amendment:

1. **AMENDMENTS.** The Agreement is hereby amended as provided below:

**1.1 Subparagraph 1 of Paragraph J of Section 20.** Subparagraph 1 of Paragraph J or Section 20 of the Agreement is hereby amended to read as follows:

"1. **Residential Accounts.** Contractor agrees not to discontinue service to residential customers. Residential Customers (owners or tenants) who have not remitted required payment within one hundred twenty (120) days after the date of billing shall be notified by Contractor on forms that contain a statement that if payment is not received within fifteen (15) days from the date of the notice, a 10% penalty and 1.5% monthly interest will begin to accrue and the City will be informed of the delinquency in an annual report. Contractor will deliver a report of the delinquencies in May of each year with a request that the City place the delinquencies on the tax roll. City is authorized to collect delinquent solid waste fees or charges in the manner provided in Sections 38790.1 and 25831 of the Government Code. To implement Contractor's request, City will fix a time, date and place for hearing the report and any objections and protests to the report. As determined in the sole discretion of the City, Contractor shall mail notice of the hearing to the Residential Customers listed on the report not less than ten (10) days prior to the date of the hearing. At the hearing, City shall hear any objections or protests of Residential Customers liable to be assessed for delinquent fees. The City may make revisions or corrections to the report as it deems just, after which, by resolution, the report shall be confirmed.

The delinquent fees set forth in the report as confirmed, shall constitute special assessments against the respective parcels of land and are a lien on the property for the amount of the delinquent fees. A certified copy of the confirmed report shall be filed with the Riverside County Auditor for the amounts of the respective assessments against the respective parcels of land as they appear on the current assessment roll. The lien created attaches upon recordation, in the office of the Riverside County Recorder, of a certified copy of the resolution of confirmation. The assessment may be collected at the same time and in the same manner as ordinary ad valorem property taxes are collected and shall be subject to the same penalties and the same procedure and sale in case of delinquency as provided for those taxes. Contractor understands and agrees that the City has no obligation to foreclose on the lien for any delinquency. Contractor shall pay all fees charged by Riverside County in connection with the establishment of this secured tax roll billing and collection program and shall pay all direct and indirect costs incurred by the City in processing delinquent and unpaid assessments through the secured property

tax roll procedure. City shall remit to Contractor within thirty days of receipt from the Riverside County Assessor of amounts collected pursuant to this process. Contractor shall notify the City in the event any delinquency on the report or for which a lien has been created is paid or otherwise resolved.”

**1.2 Paragraph A of Section 24.** Paragraph A of Section 24 of the Agreement is hereby amended to read as follows:

“A. **Indemnification re Certain Challenges to Agreement.** Contractor, upon demand of the City, made by and through the City Attorney, shall indemnify, hold harmless, protect City and appear in and defend the City and its elected officials, officers, employees and agents, in and against any claims or actions by third parties, whether judicial, administrative or otherwise, including, but not limited to disputes and/or litigation:

- a) Challenging the definitions of “Solid Waste” or “Recyclable Material”;
- b) Asserting rights under the dormant Commerce Clause or any other federal or state law, including, but not limited to the anti-trust laws with respect to the provision of Comprehensive Refuse Services in the City;
- c) Challenging the placement on the tax roll, levy, collection, or remittance of any delinquent rate, fee, charge, interest, penalty, or other amount on the tax roll to Section 20, paragraph J of this Agreement, or any lien associate with the foregoing, as impermissible general tax, special tax, assessment, or fee requiring compliance with any provision of Article XIII of the California Constitution, the various enabling and implementing statutes, or as being an *ultra vires* act, or is invalid under or otherwise contrary to any federal, state, or local law, ordinance, regulation, or decision of a court of competent jurisdiction; and/or
- d) Challenging the certification, implementation, imposition, adjustment, levy or collection of any rate, fee, charge, interest, penalty or other amount under the Agreement.

This provision shall survive the expiration of the period during which collection services are to be provided under this Agreement. In the event of an adverse legal determination or settlement of such action, the parties agree to cooperate and work in good faith to prepare such amendments or alternatives to the Agreement that will implement the original intent of the Parties while complying with any adverse legal determination or settlement.

1. Mutual Defense Regarding Certain Challenges to Agreement. Except as expressly provided above, in the event this Agreement, including but not limited to, its approval, its implementation, the limits of City’s authority to grant the Franchise, or any of the payments made by Contractor to City, is challenged on the basis that it is invalid under or is otherwise contrary to any federal, state, or local law, ordinance, regulation, or

decision of a court of competent jurisdiction, the Parties agree to conduct a joint and coordinated defense of such action making collective decisions regarding litigation strategy including decisions regarding motions, discovery, settlement, and trial. Each Party agrees to bear their own costs of defense and shall have the right to choose their own independent legal counsel, provided that nothing herein prohibits the Parties from agreeing to retain one or more legal counsel to jointly represent and defend the Parties. In the event of an adverse legal determination or settlement of such action, the parties agree to cooperate and work in good faith to prepare such amendments or alternatives to the Agreement that will implement the original intent of the Parties while complying with any adverse legal determination or settlement.”

## **2. RESCISSION OF SIDE LETTER.**

The side letter entitled “Solid Waste Residential Delinquency Procedures” dated June 4, 2012 is rescinded. City has no obligation to abide by the procedures in the side letter that are separate or contradictory to those procedures described in the Agreement as specifically modified and amended in this Second Amendment.

## **3. GENERAL PROVISIONS.**

**3.1 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.

**3.2 Integration.** This Second Amendment consists of pages 1 through 5 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 except as provide in Section 2.1 of this Second Amendment.

**3.3 Effective Date.** This Second Amendment shall not become effective until the date it has been formally approved by the City Council and executed by the appropriate authorities of the City and Contractor.

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

**3.5 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.

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

**CITY:  
THE CITY OF HEMET**

By: \_\_\_\_\_  
Ronald E. Bradley, Interim City Manager

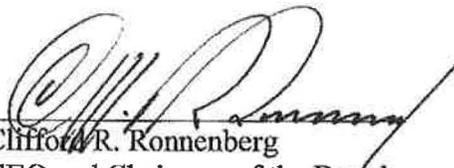
**ATTEST:**

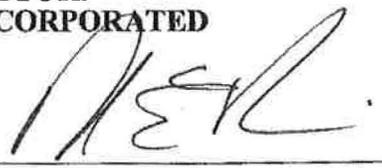
**APPROVED AS TO FORM:**

\_\_\_\_\_  
Sarah McComas, City Clerk

\_\_\_\_\_  
Eric S. Vail, City Attorney

**CONTRACTOR:  
CR&R INCORPORATED**

By:   
Clifford R. Ronnenberg  
CEO and Chairman of the Board

By:   
David E. Fahrion  
President, Solid Waste Division

**Second Amendment To  
Exclusive Franchise Agreement for  
Comprehensive Refuse Services**

by and between

the

**CITY OF HEMET**

and

**CR&R INCORPORATED**

Dated July \_\_\_\_, 2013

**SECOND AMENDMENT TO EXCLUSIVE FRANCHISE AGREEMENT FOR  
COMPREHENSIVE REFUSE SERVICE**

This Second Amendment to the Exclusive Franchise Agreement for Comprehensive Refuse Service ("**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 ("**City**"), and CR&R Incorporated, a California corporation ("**Contractor**"), as follows:

**RECITALS**

- A. City and Contractor entered in that Exclusive Franchise Agreement for Comprehensive Refuse Services, dated October 11, 2011 as approved by City Resolution No. 4458 ("**Agreement**"). The Agreement provides that Contractor will provide comprehensive refuse services to, and within the City of Hemet, under an exclusive franchise, for which Contractor will pay City certain compensation.
- B. Through the implementation process of the Agreement, and as a consequence of a legal challenge to the Agreement, City and Contractor identified specific amendments to certain provisions of the Agreement that were necessary to fully implement the arrangement as contemplated by the Parties. City and Contractor thereafter agreed to a First Amendment which contained these amendments.
- C. Concerns related to the accumulation of waste among residential customers who remain delinquent with their waste payments have created the need for further amendments to certain provisions of the Agreement. City and Contractor have therefore identified specific amendments to certain provisions of the Agreement that are necessary to fully implement the arrangement as contemplated by the Parties and to protect the City's significant interest in the health and safety of its citizens. This Second Amendment contains these specific amendments to be made to certain paragraphs and subparagraphs to the Agreement and rescinds a side letter describing what will become an outdated procedure for managing delinquencies.
- D. City is authorized to pass laws regulating the accumulation of waste in the proper exercise of its police powers.
- E. The accumulation of waste, especially at residential dwelling units, is injurious to health and is indecent and offensive to the senses, which affects an entire community and, as such, is a public nuisance under applicable law, including, but not limited to, Civil Code sections 3479, 3480, 3491 and 3494. It is therefore in the interest of the City to ensure that Contractor does not discontinue refuse collection service to such units as a result of delinquent payment or nonpayment of refuse services, but also to ensure mechanism for Contractor's collection of refuse service charges.
- F. In addition to any other remedy allowed by law, City may collect delinquent solid waste fees or charges in the manner provided by Section 25831 of the Government Code as applied to cities in Section 38790.1 of the Government Code.

## OPERATIVE PROVISIONS

NOW, THEREFORE, in consideration of the promises made and recited herein, and for good and valuable consideration, the receipt and adequacy of which the Parties deem satisfactory, the Parties do hereby enter into this Second Amendment:

1. **AMENDMENTS.** The Agreement is hereby amended as provided below:

**1.1 Subparagraph 1 of Paragraph J of Section 20.** Subparagraph 1 of Paragraph J or Section 20 of the Agreement is hereby amended to read as follows:

"1. **Residential Accounts.** Contractor agrees not to discontinue service to residential customers. Residential Customers (owners or tenants) who have not remitted required payment within one hundred twenty (120) days after the date of billing shall be notified by Contractor on forms that contain a statement that if payment is not received within fifteen (15) days from the date of the notice, a 10% penalty and 1.5% monthly interest will begin to accrue and the City will be informed of the delinquency in an annual report. Contractor will deliver a report of the delinquencies in May of each year with a request that the City place the delinquencies on the tax roll. City is authorized to collect delinquent solid waste fees or charges in the manner provided in Sections 38790.1 and 25831 of the Government Code. To implement Contractor's request, City will fix a time, date and place for hearing the report and any objections and protests to the report. As determined in the sole discretion of the City, Contractor shall mail notice of the hearing to the Residential Customers listed on the report not less than ten (10) days prior to the date of the hearing. At the hearing, City shall hear any objections or protests of Residential Customers liable to be assessed for delinquent fees. The City may make revisions or corrections to the report as it deems just, after which, by resolution, the report shall be confirmed.

The delinquent fees set forth in the report as confirmed, shall constitute special assessments against the respective parcels of land and are a lien on the property for the amount of the delinquent fees. A certified copy of the confirmed report shall be filed with the Riverside County Auditor for the amounts of the respective assessments against the respective parcels of land as they appear on the current assessment roll. The lien created attaches upon recordation, in the office of the Riverside County Recorder, of a certified copy of the resolution of confirmation. The assessment may be collected at the same time and in the same manner as ordinary ad valorem property taxes are collected and shall be subject to the same penalties and the same procedure and sale in case of delinquency as provided for those taxes. Contractor understands and agrees that the City has no obligation to foreclose on the lien for any delinquency. Contractor shall pay all fees charged by Riverside County in connection with the establishment of this secured tax roll billing and collection program and shall pay all direct and indirect costs incurred by the City in processing delinquent and unpaid assessments through the secured property

tax roll procedure. City shall remit to Contractor within thirty days of receipt from the Riverside County Assessor of amounts collected pursuant to this process. Contractor shall notify the City in the event any delinquency on the report or for which a lien has been created is paid or otherwise resolved.”

**1.2 Paragraph A of Section 24.** Paragraph A of Section 24 of the Agreement is hereby amended to read as follows:

“A. **Indemnification re Certain Challenges to Agreement.** Contractor, upon demand of the City, made by and through the City Attorney, shall indemnify, hold harmless, protect City and appear in and defend the City and its elected officials, officers, employees and agents, in and against any claims or actions by third parties, whether judicial, administrative or otherwise, including, but not limited to disputes and/or litigation:

- a) Challenging the definitions of “Solid Waste” or “Recyclable Material”;
- b) Asserting rights under the dormant Commerce Clause or any other federal or state law, including, but not limited to the anti-trust laws with respect to the provision of Comprehensive Refuse Services in the City;
- c) Challenging the placement on the tax roll, levy, collection, or remittance of any delinquent rate, fee, charge, interest, penalty, or other amount on the tax roll to Section 20, paragraph J of this Agreement, or any lien associate with the foregoing, as impermissible general tax, special tax, assessment, or fee requiring compliance with any provision of Article XIII of the California Constitution, the various enabling and implementing statutes, or as being an *ultra vires* act, or is invalid under or otherwise contrary to any federal, state, or local law, ordinance, regulation, or decision of a court of competent jurisdiction; and/or
- d) Challenging the certification, implementation, imposition, adjustment, levy or collection of any rate, fee, charge, interest, penalty or other amount under the Agreement.

This provision shall survive the expiration of the period during which collection services are to be provided under this Agreement. In the event of an adverse legal determination or settlement of such action, the parties agree to cooperate and work in good faith to prepare such amendments or alternatives to the Agreement that will implement the original intent of the Parties while complying with any adverse legal determination or settlement.

1. Mutual Defense Regarding Certain Challenges to Agreement. Except as expressly provided above, in the event this Agreement, including but not limited to, its approval, its implementation, the limits of City’s authority to grant the Franchise, or any of the payments made by Contractor to City, is challenged on the basis that it is invalid under or is otherwise contrary to any federal, state, or local law, ordinance, regulation, or

decision of a court of competent jurisdiction, the Parties agree to conduct a joint and coordinated defense of such action making collective decisions regarding litigation strategy including decisions regarding motions, discovery, settlement, and trial. Each Party agrees to bear their own costs of defense and shall have the right to choose their own independent legal counsel, provided that nothing herein prohibits the Parties from agreeing to retain one or more legal counsel to jointly represent and defend the Parties. In the event of an adverse legal determination or settlement of such action, the parties agree to cooperate and work in good faith to prepare such amendments or alternatives to the Agreement that will implement the original intent of the Parties while complying with any adverse legal determination or settlement.”

## **2. RESCISSION OF SIDE LETTER.**

The side letter entitled “Solid Waste Residential Delinquency Procedures” dated June 4, 2012 is rescinded. City has no obligation to abide by the procedures in the side letter that are separate or contradictory to those procedures described in the Agreement as specifically modified and amended in this Second Amendment.

## **3. GENERAL PROVISIONS.**

**3.1 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.

**3.2 Integration.** This Second Amendment consists of pages 1 through 5 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 except as provide in Section 2.1 of this Second Amendment.

**3.3 Effective Date.** This Second Amendment shall not become effective until the date it has been formally approved by the City Council and executed by the appropriate authorities of the City and Contractor.

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

**3.5 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.

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

**CITY:  
THE CITY OF HEMET**

By: \_\_\_\_\_  
Ronald E. Bradley, Interim City Manager

ATTEST:

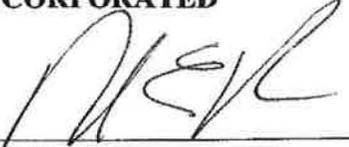
APPROVED AS TO FORM:

\_\_\_\_\_  
Sarah McComas, City Clerk

\_\_\_\_\_  
Eric S. Vail, City Attorney

**CONTRACTOR:  
CR&R INCORPORATED**

By:   
Clifford R. Ronnenberg  
CEO and Chairman of the Board

By:   
David E. Fahrion  
President, Solid Waste Division



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**CITY OF HEMET  
Hemet, California**

**ORDINANCE BILL NO. 13-027**

**AN ORDINANCE OF THE CITY COUNCIL OF THE CITY OF HEMET ADOPTING ZONING ORDINANCE AMENDMENT NO. 13-005, AN ORDINANCE AMENDING ARTICLE XXVI, SECTION 90-892 "PERMITTED USES," AND SECTION 90-897 "SPECIAL DEVELOPMENT REQUIREMENTS" FOR COMMERCIAL ZONES OF CHAPTER 90 OF THE HEMET MUNICIPAL CODE, AND ADOPTING RESTRICTIONS ON AND PROCEDURES FOR THE CONVERSION OF LARGE RETAIL COMMERCIAL BUILDINGS TO OTHER USES.**

**WHEREAS**, the City has seen interest in the conversion of several Large Retail Commercial Buildings or "LRCBs" within the City to non-retail uses, such as social services, medical services and offices; and,

**WHEREAS**, under the City's existing zoning ordinance, a large retail commercial building may be converted to a non-retail use without any City review or approval process and without compliance with the California Environmental Quality Act ("CEQA"); and,

**WHEREAS**, the City has a legitimate interest in maintaining an appropriate balance of land uses within the City, and the City desires to ensure that there is an appropriate balance of retail and non-retail uses within the City; and,

**WHEREAS**, on August 9, 2011, the City Council of the City of Hemet adopted Ordinance 1838, an interim urgency ordinance adopting restrictions on and procedures

1 for the conversion of large retail commercial buildings to other uses for a period of forty-  
2 five (45) days; and,

3 **WHEREAS**, Government Code Section 65858(a) authorized the City Council to  
4 continue the effect of Ordinance 1838 for a period of ten (10) months and fifteen (15)  
5 days; and,

6 **WHEREAS**, at a duly noticed public hearing on September 13, 2011, the City  
7 Council adopted Ordinance 1840, which continued the effect of Ordinance 1838 for a  
8 period of ten (10) months and fifteen (15) days; and,

9 **WHEREAS**, at a duly noticed public hearing on July 10, 2012, the City Council  
10 adopted Ordinance 1854, which continued the effect of Ordinance 1838 for a final one-  
11 year extension, setting an expiration date of August 4, 2013; and,

12 **WHEREAS**, this new Ordinance will permanently adopt provisions to ensure that  
13 the conversion of large retail commercial buildings to non-retail uses will occur only as  
14 part of a City review and approval process that requires an analysis of whether a  
15 proposed conversion of a large retail commercial building to a non-retail use would  
16 detrimentally impact the City's appropriate supply of large retail commercial buildings  
17 and the appropriate balance of retail to non-retail uses.

18  
19  
20 **NOW, THEREFORE, THE CITY COUNCIL OF THE CITY OF HEMET DOES**  
21 **HEREBY ORDAIN AS FOLLOWS:**

22 **SECTION 1. Findings.**

23 The City Council hereby makes the following findings:

24 1. The foregoing recitals are true and correct and are hereby adopted as  
25 findings of the City Council.  
26  
27

1           2.     The City has recently experienced significant interest by property owners  
2 and developers in the conversion of large retail commercial buildings to non-retail uses.  
3 Such a conversion could have occurred without any City review or approval or without  
4 any CEQA review.  
5

6           3.     Allowing the existing inventory of large retail commercial buildings to be  
7 converted to non-retail uses may create a scarcity of large retail commercial buildings  
8 suitable and available for the needs of Major Retail Commercial Uses.     This, in turn,  
9 may result in Major Retail Commercial Uses required to service the City's population to  
10 locate to other communities, thereby forcing the City's population to drive outside of the  
11 City for necessary or desirable retail services.     An increase in vehicle trips in and out of  
12 the valley may create additional greenhouse gases, traffic, and deterioration of local  
13 roadway systems. An imbalance in these uses may also lead to urban blight in the form  
14 of underutilized properties, high commercial vacancy rates, and depressed rental rates.  
15

16  
17           4.     The City has a legitimate interest in maintaining an appropriate balance of  
18 retail and non-retail uses within the City to avoid such potentially negative impacts and to  
19 ensure adequate facilities able to accommodate necessary and desired Major Retail  
20 Commercial Uses for its population. Allowing the conversion of a large retail commercial  
21 building without adequate City land use and CEQA review and approval may materially  
22 impair the City's ability to maintain an appropriate balance of retail and non-retail uses  
23 suitable to serve the needs of the City's population.  
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1           5.       Allowing the conversion of large retail commercial buildings without any  
2 City land use and CEQA review and approval may negatively impact the properties  
3 surrounding the large retail commercial building by changing the character of the  
4 surrounding area.  
5

6           6.       The City has analyzed the Ordinance and has determined that it is exempt from  
7 CEQA under section 15061(b)(3) of the CEQA Guidelines (the "general rule" exception)  
8 which provides that CEQA only applies to projects that have the potential for causing a  
9 significant effect on the environment. A "significant effect on the environment" is a  
10 substantial or potentially substantial adverse change in the environment. (CEQA  
11 Guidelines section 15382). Where, as here, it can be seen with certainty that there is no  
12 possibility that the activity in question may have a significant adverse effect on the  
13 environment, the activity is not subject to CEQA. This Ordinance does not relate to any  
14 one physical project and will not result in any physical change to the environment. Each  
15 application that is received will undergo separate CEQA review prior to approval. This  
16 Ordinance will not result in a physical change to the environment because it does not  
17 authorize any project or development . This Ordinance does not change land uses.  
18 Rather, it establishes a new application and review process to convert LRCBs to other  
19 uses so that the City can identify potential impacts.  
20  
21

22  
23 **SECTION 2.       Amendment of Article XXVI.**

24           Amendments to Article XXVI, Section 90-897 Special Development  
25 Requirements, and Section 90-892 Permitted Uses are to be amended as shown  
26 in Exhibit "A" and Exhibit "B" respectively, attached hereto.  
27

1     **SECTION 3. ENVIRONMENTAL REVIEW.**

2             This Ordinance is exempt from review under the California Environmental Quality  
3 Act (CEQA) under section 15061(b)(3) of the CEQA Guidelines (the “general rule”  
4 exception) which provides that CEQA only applies to projects that have the potential for  
5 causing a significant effect on the environment. A “significant effect on the environment”  
6 is a substantial or potentially substantial adverse change in the environment. (CEQA  
7 Guidelines section 15382). Where, as here, it can be seen with certainty that there is no  
8 possibility that the activity in question may have a significant adverse effect on the  
9 environment, the activity is not subject to CEQA. This Ordinance does not relate to any  
10 one physical project and will not result in any physical change to the environment. Each  
11 application that is received will undergo CEQA review prior to approval. This Ordinance  
12 will not result in a physical change to the environment because it does not authorize any  
13 project or development. This Ordinance does not change land uses. Rather, it  
14 establishes a new application and review process to convert large retail commercial  
15 buildings to other uses so that the City can identify potential impacts.

16     **SECTION 4. SEVERABILITY.**

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

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**SECTION 5. EFFECTIVE DATE AND DURATION.**

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

**SECTION 6. PUBLICATION.**

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

**INTRODUCED** at the regular meeting of Hemet City Council on July \_\_, 2013.

**APPROVED AND ADOPTED** this \_\_ day of July 2013.

\_\_\_\_\_  
**Robert Youssef, Mayor**

**ATTEST:**

**APPROVED AS TO FORM:**

\_\_\_\_\_  
**Sarah McComas, City Clerk**

\_\_\_\_\_  
**Eric S. Vail, City Attorney**

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

I, Sarah McComas, City Clerk of the City of Hemet, do hereby certify that the foregoing Ordinance was introduced and first read at the regular meeting of the Hemet City Council on the \_\_\_ day of July, 2013, and had its second reading at the regular meeting of the Hemet City Council on the \_\_\_ day of July, 2013, and was passed by the following vote:

- AYES:**
- NOES:**
- ABSTAIN:**
- ABSENT:**

\_\_\_\_\_  
Sarah McComas, City Clerk

## EXHIBIT "A"

### ARTICLE XXVI. – COMMERCIAL ZONES

#### Sec. 90.897.(d) Conversion of Large Retail Commercial Buildings.

- (1) **Applicability.** This Section shall only apply to Large Retail Commercial Buildings ("LRCBs"). This Section shall not apply to large retail commercial buildings that, as of the effective date of this Ordinance, are already being used for a use other than a Major Retail Commercial Use (as defined in paragraph B below), including without limitation, offices, manufacturing, or warehouses.
- (2) **Definitions.** As used in this Section, the following terms shall have the following meanings:
  - a. "Major Retail Commercial Use" means the retail selling (or membership wholesale selling) of new goods and merchandise for consumption by the general public within a regional or sub-regional marketing base including, without limitation: department stores, apparel, electronics, appliances, home goods, home improvement, furniture, office supply, supermarkets, sporting goods, bookstores, factory outlets, and other general retail or membership stores.
  - b. "Large Retail Commercial Building" or "LRCB" means an existing building in the C-1, C-2, C-M, SP, or PCD zones that has a gross floor area of 30,000 square feet or more, and that is currently being used for a Major Retail Commercial Use or is currently vacant.
  - c. "LRCB Inventory and Retail Use Analysis" means an inventory of existing and approved large retail commercial buildings within the City and an analysis of whether conversion of the large retail commercial building would create a detrimental decrease in the supply of large retail commercial buildings and the resultant fiscal effect, if any.
- (3) **Permit Required.** Notwithstanding any other provisions of Chapter 90 of the Hemet Municipal Code, any person seeking to convert a large retail commercial building to any use other than a Major Retail Commercial Use must apply for and obtain a Conditional Use Permit pursuant to Article XLIV of Chapter 90 of the Hemet Municipal Code prior to making any modifications to the large retail commercial building and/or occupancy of the large retail commercial building. All of the procedures contained in Article XLIV shall apply to Conditional Use Permits applied for or obtained pursuant to this Section.

- (4) Findings. In addition to the findings required to grant a Conditional Use Permit contained in Section 90-1537(c) of the Hemet Municipal Code, the Planning Commission must also find that:
- a. The conversion will not create or contribute to a shortage of large retail commercial buildings within the City available for Major Retail Commercial Uses relative to the demand for such uses as exists on of the date that the conversion application is deemed complete by the City.
  - b. The conversion will not detrimentally alter the character of the area surrounding the large retail commercial building.
  - c. The conversion of the large retail commercial building contributes to the logical development of the site and surrounding area, provides needed infill development, and is compatible with the goals, policies and land uses contemplated in the General Plan, and is consistent with all zoning and building code requirements for the proposed use.
  - d. The issuance of the Conditional Use Permit complies with CEQA, including the preparation of an appropriate environmental document if required.
- (5) Required Submittals. In addition to the information required to be submitted by Section 90-1532 of the Hemet Municipal Code, an applicant for a Conditional Use Permit governed by this Section shall also prepare and submit an existing LRCB Inventory and Retail Use Analysis and such other information as the Community Development Director may determine is reasonably necessary for the City to make an informed decision on the conversion, including all impacts on the environment.

## EXHIBIT "B"

- A. The following entries shown in **RED** in the land use matrix in Section 90-892 are amended to read as follows.

COMMERCIAL LAND USE MATRIX						
P=Permitted Use    A=Administrative Use (AUP)    C=Conditionally Permitted Use (CUP) X=Not Permitted						
Zone		R-P	O-P	C-1	C-2	C-M
<b>A. Agricultural Uses</b>						
1.	Kennel for dogs and/or cats (in accordance with special regulations listed in section 90-78)					
	a. As an accessory use (indoor)	X	X	P	P	P
	b. As an accessory use (outdoor)	X	X	A	A	A
	c. As a primary use (indoor or outdoor)	X	X	C	C	C
2.	Nursery					
	a. Wholesale	C	C	C	C	C
	b. Retail	P	P	P	P	P
	c. Retail - Indoor only	X	X	X	X	X
<b>B. Residential Uses</b>						
1.	Bed and breakfast	A	A	A	A	X
2.	Day care facility serving more than six clients	P	P	P	P	P
3.	Group homes and small licensed residential care facilities (see section 90-261 et seq.)					
	a. Small licensed residential care facility	P	X	X	X	X
	b. Large group home (10 or fewer residents)	C	C	X	X	X
	c. Large group home (11 or more residents)	C	C	X	X	X
	d. Small group home	A	C	X	X	X
4.	Home occupation in an existing single-family home subject to the requirements of section 90-72	P	P	P	P	P
5.	Household pets in an existing single-family home including, but not limited to, dogs, pot belly pigs, and cats when on the site of an existing residential unit subject to the requirements of section 90-77	P	P	P	P	P
6.	Mixed use, an integrated mix of residential and nonresidential uses on a single site	X	X	C	C	X
7.	Mobile home park, recreational vehicle park, or travel trailer park	X	X	X	X	C
8.	Multiple-family residence subject to the requirements of the R-3 zone development standards	C	X	X	X	X
9.	Rented room, a maximum of one room, within an	P	P	P	P	P

15.	Cemetery and/or mortuary					
	a. Cemetery without mortuary or crematorium	C	C	C	C	C
	b. Cemetery with mortuary	C	C	C	C	C
	c. Cemetery with crematorium	X	X	X	C	C
	d. Mortuary without cemetery	X	X	X	C	C
	e. Crematorium without cemetery	X	X	X	C	C
16.	Communication services without assembly or manufacturing	X	X	C	C	C
17.	Conversion of Large Retail Commercial Building (subject to requirements of Section 90-897(d) et seq.)	X	X	C	C	C
18.	Drive-through or drive-in facility including, but not limited to, dry cleaners, fast food restaurants, and pharmacies	X	X	C	C	C
19.	Department store	X	X	P	P	P
20.	Equipment rental including, but not limited to, moving and construction vehicles and equipment	X	X	X	C	C
21.	Flower or produce stand					
	a. Permanent	X	X	A	A	A
	b. Nonpermanent as a temporary use subject to section 90-73	X	X	P	P	P
22.	Fortune telling	X	X	C	C	C
23.	Gasoline station including self service or full service facilities					
	a. As a primary use (offered for sale) on the site subject to the regulations listed in section 90-897(b). All vehicle fuel storage tanks shall be underground. Aboveground propane, natural, and other similar fuel gas tanks may be permitted when setback at least 50 feet from the public right-of-way, installed in accordance with the Uniform Fire Code, applicable state and federal laws, and screened in accordance with subsection 90-895(10)	X	X	C	C	C
	b. Gasoline pumps as an accessory use and where fuel is not offered for sale	X	X	A	A	A
	c. Including Mini-Mart with or without alcohol sales pursuant to Section 90-90	X	C	C	C	C
24.	Graphics production	P	P	P	P	P
25.	Grocery stores and bulk food outlets	X	A	A	A	A
26.	Hookah or Smoking Lounge	X	X	X	X	X
27.	Hotel or motel	C	C	C	C	C
28.	Liquor or Convenience Store pursuant to Section	X	X	X	C	C



*Staff Report*

TO: Honorable Mayor and Members of the Hemet City Council

FROM: Primo Reynoso, Acting Fire Chief: Ron Bradley, Interim City manager *RB*

DATE: July 23, 2013

RE: **ACCEPTANCE OF INDIAN GAMING SDF FUNDING – 2000 Gallon Fire Service Tactical Water Tender**

**RECOMMENDED ACTION:**

Staff recommends that the Hemet City Council approve acceptance of the Indian Gaming SDF funding in the total amount of \$260,000.00 for the purchase of a **2000 Gallon Fire Service Tactical Water Tender.**

**BACKGROUND:**

Fire Department staff prepared and submitted a grant application to the Indian Gaming for consideration in obtaining an Indian Gaming Mitigation Grant in the amount of \$260,000.00 for the purchase of a 2000 Gallon Fire Service Tactical Water Tender. We have received the funding.

The Hemet Fire department has been sharing a 1995 Ford F600 Water Tender with the City of Hemet, Public Works department for the past 18 years. The use of this funding to purchase a Tactical Water Tender will dramatically increase firefighter safety and allow the department to respond to areas of the city and throughout the San Jacinto Valley without sufficient water sources.

**CONSISTENCY WITH ADOPTED GOALS, PLANS, AND PROGRAMS:**

Purchase of the Fire Service Tactical Water Tender would bring the Hemet Fire department current with the 2009 NFPA 1901 Standard, the Firefighter Life Safety Initiative #16 and the NFPA 1906 Standard for Wildland Fire Apparatus.

**FISCAL IMPACT:**

No fiscal impact.

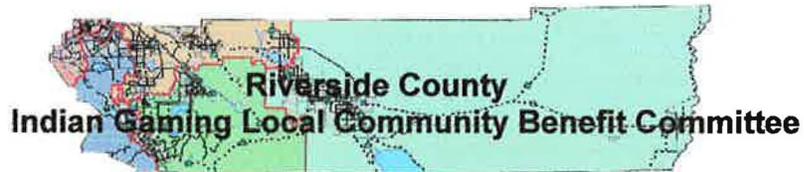
Respectfully submitted,

*[Signature]*  
 Primo Reynoso  
 Acting Fire Chief

Fiscal review,

*[Signature]*  
 Rita Conrad  
 Finance Director

Attachment: Award Letter



**Committee Members**

John J. Benoit, Chairman  
*4<sup>th</sup> District Supervisor*

Butch Murphy  
*Council Member, Pechanga  
Band of Luiseno Indians*

Steve Pougnet  
*Mayor, Palm Springs*

Jeff Stone  
*3<sup>rd</sup> District Supervisor*

Ron Roberts  
*Council Member, Temecula*

Scott Cozart  
*Council Member, Soboba  
Band of Luiseno Indians*

Michael Wilson  
*Council Member, Indio*

**Alternates**

Gerald Clark  
*Council Member, Cahuilla  
Band of Mission Indians*

Marion Ashley  
*5<sup>th</sup> District Supervisor*

Bob Botts  
*Council Member, Banning*

Kurt Havlick, Fire Department  
City of Hemet  
445 E. Florida Avenue  
Hemet, CA 92543

Greetings Mr. Havlick,

I am pleased to inform you that on May 6, 2013 the Riverside County Indian Gaming Local Community Benefit Committee (CBC) awarded grant funds, in the amount of \$260,000, to the City of Hemet Fire Department, pursuant to a FY 2012/13 gaming mitigation grant application sponsored by the Soboba Band of Luiseno Indians.

In accordance with AB 2515, the application requested funding, in the amount of \$260,000, to cover the portion (30 percent) of a water tender truck that directly mitigates the impacts of Tribal gaming/casinos.

This information was conveyed to the State Controller's Office and you should be in receipt of a warrant for the full amount of the grant award. These funds must be maintained in an interest bearing account and all interest earned must be used to mitigate Tribal gaming impacts, consistent with the awarded grant project.

If additional information/clarification is needed, please call me at (951) 955-1115 or e-mail [JSargent@RCEO.org](mailto:JSargent@RCEO.org).

Sincerely,

Jennifer Sargent  
Principal Management Analyst/Staff to the CBC  
Riverside County Executive Office

## Sarah McComas - Staff Report

---

**From:** Becky Joiner  
**To:** Sarah McComas  
**Date:** 7/11/2013 3:04 PM  
**Subject:** Staff Report  
**CC:** Reynoso, Primo  
**Attachments:** Water Tender staff report.doc

---

I have attached a Staff Report for the July 23rd Council Meeting. I am routing it for signature and waiting for the Award Letter to attach. The check is already here and Finance has deposited it. I wanted you to know it was coming. I will be out of the office from Monday the 15th at 2:00 pm until the following Tuesday the 23rd, so Primo can help you if you need anything.

*Becky Rivera*

Administrative Assistant  
City of Hemet  
Fire / Engineering  
(951) 765-2455



Staff Report

TO: Honorable Mayor and Members of the Hemet City Council

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

DATE: July 23, 2013

RE: Award of Bid for the Well 4 Rehabilitation Project, CIP No. 5593

**RECOMMENDED ACTION:**

That the City Council award the contract to the lowest, responsive bidder, Legend Pump & Well Service, Inc. for the Well 4 Rehabilitation Project, CIP 5593 in the amount of \$76,536, and reject all other bids;

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

Budget has been established in Fund 571-9000-2450 to cover \$76,536.00, the total cost of construction.

**BACKGROUND:**

Well 4 located on 1110 So. Palm Avenue, rehabilitated in 2007, has reached its useful life expectancy and has been budgeted for rehabilitation in the FY 13/14 budget year. Rehabilitation of the wells is typical every 4 - 6 years. See Exhibit "A" for the plan view of the site.

**PROJECT DESCRIPTION:**

The project will dismantle the existing pumping system by removing the well casing, pump and motor. A new pump will be installed and maintenance will be performed on the motor, well casing and miscellaneous appurtenances. In addition, Southern California Edison will refund \$4,930 for the improved efficiency of the well.

**ANALYSIS:**

On Tuesday, July 2, 2013 the Purchasing offices received five (5), responsive, sealed bids, with the three lowest shown below; (See attached Exhibit "B" Bid Results).

Legend Pump and Well Service, Inc. of San Bernardino, CA	\$ 76,536.00
L.O. Lynch Quality Wells & Pumps, Inc. of San Jacinto, CA	\$ 79,757.90
Best Drilling and Pump Inc. of Colton, CA	\$ 87,552.00

**COORDINATION & REVIEW:**

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

**FISCAL IMPACT:**

No General Fund Impact. Funding for this project is available through existing budgets in Water Fund No. 571-9000-2450 for a total estimated cost of \$76,536.

Respectfully submitted,



Victor Monz  
Principal Engineer

Fiscal Review,



Rita Conrad  
Deputy City Manager/Admin.  
Services Director

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

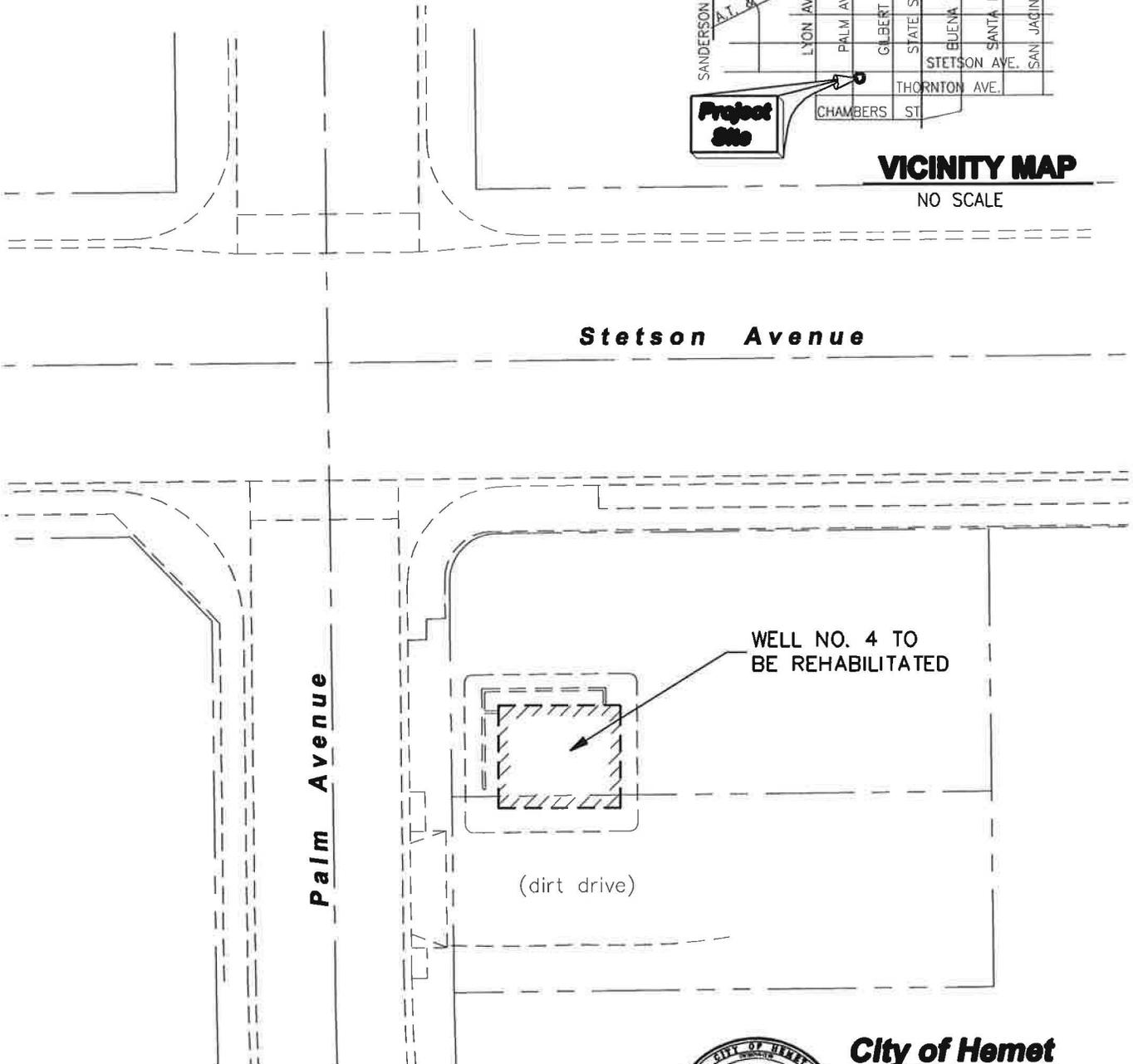
# Exhibit "A"

## Well No. 4 Rehabilitation

CIP No. 5593



**VICINITY MAP**  
NO SCALE



**City of Hemet**  
**PUBLIC WORKS DEPARTMENT**  
**ENGINEERING DIVISION**

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

**City of Hemet Public Works Department**

510 E. Florida Avenue, Hemet, CA 92543  
 Project Name: Well No. 4 Rehabilitation - CIP #5593

**EXHIBIT "B"**

Bid Opening Date: July 24, 2013  
 Time: 2:00 P.M.

Item No. & Description	Unit	Quantity	Legend Pump & Well		L. O. Lynch		Best Drilling & Pump	
			Unit Bid	Total Bid	Unit Bid	Total Bid	Unit Bid	Total Bid
1. Mobilization	L.S.	1	\$ 3,200.00	\$ 3,200.00	\$ 2,289.70	\$ 2,289.70	\$ 2,500.00	\$ 2,500.00
2. Supply 125 hp Motor	L.S.	1	\$ 8,893.00	\$ 8,893.00	\$ 9,748.00	\$ 9,748.00	\$ 10,260.00	\$ 10,260.00
3. Remove & reinstall motor	L.S.	1	\$ 16,800.00	\$ 16,800.00	\$ 9,920.00	\$ 9,920.00	\$ 14,000.00	\$ 14,000.00
4. Transport exist. motor	L.S.	1	\$ 500.00	\$ 500.00	\$ 1,000.00	\$ 1,000.00	\$ 950.00	\$ 950.00
5. Sonar Jet casing	L.S.	1	\$ 5,300.00	\$ 5,300.00	\$ 6,200.00	\$ 6,200.00	\$ 4,670.00	\$ 4,670.00
6. Brush & bail casing	hours	8	\$ 350.00	\$ 2,800.00	\$ 310.00	\$ 2,480.00	\$ 285.00	\$ 2,280.00
7. Video Log	EA.	2	\$ 800.00	\$ 1,600.00	\$ 1,000.00	\$ 2,000.00	\$ 1,000.00	\$ 2,000.00
8. Maintain exist. Pump	L.S.	1	\$ 50.00	\$ 50.00	\$ 300.00	\$ 300.00	\$ 960.00	\$ 960.00
9. Service Well Discharge	L.S.	1	\$ 350.00	\$ 350.00	\$ 450.00	\$ 450.00	\$ 960.00	\$ 960.00
10. Maintain, repair column	FT.	250	\$ 1.00	\$ 250.00	\$ 2.50	\$ 625.00	\$ 3.50	\$ 875.00
11. New pump	L.S.	1	\$ 6,123.00	\$ 6,123.00	\$ 10,314.00	\$ 10,314.00	\$ 10,900.00	\$ 10,900.00
12. F/I new column piping	FT.	440	\$ 24.00	\$ 10,560.00	\$ 28.37	\$ 12,482.80	\$ 29.25	\$ 12,870.00
13. F/I new pump shaft	FT.	440	\$ 10.00	\$ 4,400.00	\$ 12.20	\$ 5,368.00	\$ 14.00	\$ 6,160.00
14. F/I oil tube & bearings	FT.	440	\$ 25.00	\$ 11,000.00	\$ 28.01	\$ 12,324.00	\$ 31.00	\$ 13,640.00
15. F/I new air line	FT.	440	\$ 4.00	\$ 1,760.00	\$ 2.27	\$ 1,000.00	\$ 2.80	\$ 1,232.00
16. F/I Sounding pipe	FT.	880	\$ 1.36	\$ 1,200.00	\$ 1.88	\$ 1,654.40	\$ 1.50	\$ 1,320.00
17. F/I new cone strainer	EA.	1	\$ 250.00	\$ 250.00	\$ 402.00	\$ 402.00	\$ 475.00	\$ 475.00
18. Disinfect well & equipm't	L.S.	1	\$ 1,500.00	\$ 1,500.00	\$ 1,200.00	\$ 1,200.00	\$ 1,500.00	\$ 1,500.00
<b>TOTAL BID AMOUNT</b>				<b>\$ 76,536.00</b>		<b>\$ 79,757.90</b>		<b>\$ 87,552.00</b>

**City of Hemet Public Works Department**

510 E. Florida Avenue, Hemet, CA 92543

Project Name: Well No. 4 Rehabilitation - CIP #5593

**EXHIBIT "B"**

Bid Opening Date: July 24, 2013

Time: 2:00 P.M.

<u>Item No. &amp; Description</u>	<u>Unit</u>	<u>Quantity</u>	<u>Hidden Valley Pump</u>		<u>South West Pump</u>	
			<u>Unit Bid</u>	<u>Total Bid</u>	<u>Unit Bid</u>	<u>Total Bid</u>
1. Mobilization	L.S.	1	\$ 6,930.00	\$ 6,930.00	\$ 5,120.00	\$ 5,120.00
2. Supply 125 hp Motor	L.S.	1	\$ 10,772.00	\$ 10,772.00	\$ 11,312.00	\$ 11,312.00
3. Remove & reinstall motor	L.S.	1	\$ 13,200.00	\$ 13,200.00	\$ 15,800.00	\$ 15,800.00
4. Transport exist. motor	L.S.	1	\$ 1,100.00	\$ 1,100.00	\$ 400.00	\$ 400.00
5. Sonar Jet casing	L.S.	1	\$ 5,337.00	\$ 5,337.00	\$ 7,500.00	\$ 7,500.00
6. Brush & bail casing	hours	8	\$ 594.12	\$ 4,753.00	\$ 300.00	\$ 2,400.00
7. Video Log	EA.	2	\$ 965.50	\$ 1,931.00	\$ 1,200.00	\$ 2,400.00
8. Maintain exist. Pump	L.S.	1	\$ 4,006.00	\$ 4,006.00	\$ 4,500.00	\$ 4,500.00
9. Service Well Discharge	L.S.	1	\$ 380.00	\$ 380.00	\$ 800.00	\$ 800.00
10. Maintain, repair column	FT.	250	\$ 6.40	\$ 1,600.00	\$ 10.00	\$ 2,500.00
11. New pump	L.S.	1	\$ 11,445.00	\$ 11,445.00	\$ 12,000.00	\$ 12,000.00
12. F/I new column piping	FT.	440	\$ 32.80	\$ 14,436.00	\$ 32.00	\$ 14,080.00
13. F/I new pump shaft	FT.	440	\$ 14.11	\$ 6,211.00	\$ 44.58	\$ 19,615.20
14. F/I oil tube & bearings	FT.	440	\$ 32.40	\$ 14,256.00	\$ 36.00	\$ 15,840.00
15. F/I new air line	FT.	440	\$ 1.65	\$ 727.00	\$ 8.00	\$ 3,520.00
16. F/I Sounding pipe	FT.	880	\$ 0.57	\$ 504.00	\$ 7.00	\$ 6,160.00
17. F/I new cone strainer	EA.	1	\$ 504.00	\$ 504.00	\$ 750.00	\$ 750.00
18. Disinfect well & equipm't	L.S.	1	\$ 540.00	\$ 540.00	\$ 4,800.00	\$ 4,800.00
<b>TOTAL BID AMOUNT</b>				<b>\$ 98,632.00</b>		<b>\$ 129,497.20</b>



*Staff Report*

TO: Honorable Mayor and Members of the Hemet City Council

FROM: Jorge Biagioni, Director of Engineering/City Engineer; Ron Bradley, Interim City Manager

DATE: July 23, 2013

RE: Approve Change Order No. 1  
SCADA System for Wells and Reservoirs - City Project No. 5568

*Jorge Biagioni*

**RECOMMENDED ACTION:**

Authorize the City Manager to approve Change Order No. 1 to United Engineering and Construction for additional computer equipment, software and technical services to install air conditioning and software for the electrical equipment for the SCADA Project No. 5568, in the amount of \$74,700, for SCADA shown on the attached, Exhibit "A".

Establish budget in the amount of \$74,700 in Fund No. 571-5568-5500 for the cost of the additional electrical equipment, software and professional services.

**BACKGROUND:**

The City owns and operates wells 2, 4, 7, 10, 12, 13, 14, 15, and 16 and reservoir tanks 1&2 and 3&4 to supply the municipal water supply system. The wells and tanks are physically monitored on a daily basis for operational status. This is performed manually and is not efficient as monitoring throughout the days operations is desired. The base SCADA contract did not include certain electrical equipment and software to work in conjunction with the base contract design. The addition of air conditioning and software will extend the life of the SCADA equipment and software.

**ANALYSIS:**

The base contract design did not include air conditioning of the electrical cabinets and the software to accommodate the air conditioning units. Each of the well sites and reservoir tank sites require the units to be installed on each location and the software will be installed at the Corporation Yard on the work station selected for SCADA. Temperatures ranging from 100 degrees and above will reduce the life of the electrical components and air conditioning will extend the life by an expected 10 to 20 years more than was originally designed.

**PROJECT DESCRIPTION:**

The new SCADA System consists of computer hardware and software components housed in the computer room at the Public Works Yard and at each well and reservoir site. The new SCADA system will eliminate the need to make physical rounds at each site allowing staff to monitor each site for water levels, chlorine levels, oilers operations and overall status of each site. Through the use of the software, changes and adjustments will be in real time and available to keep the systems running at peak efficiently.

**FISCAL IMPACT:**

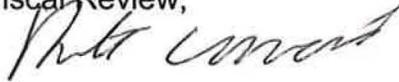
No General Fund Impact. The furnishing and installing of the additional electrical components, software for the air conditioning and technical services for installation will be paid for by the Water Fund, a total estimated cost of \$74,700.

Respectfully submitted,



Victor Monz  
Principal Engineer

Fiscal Review,



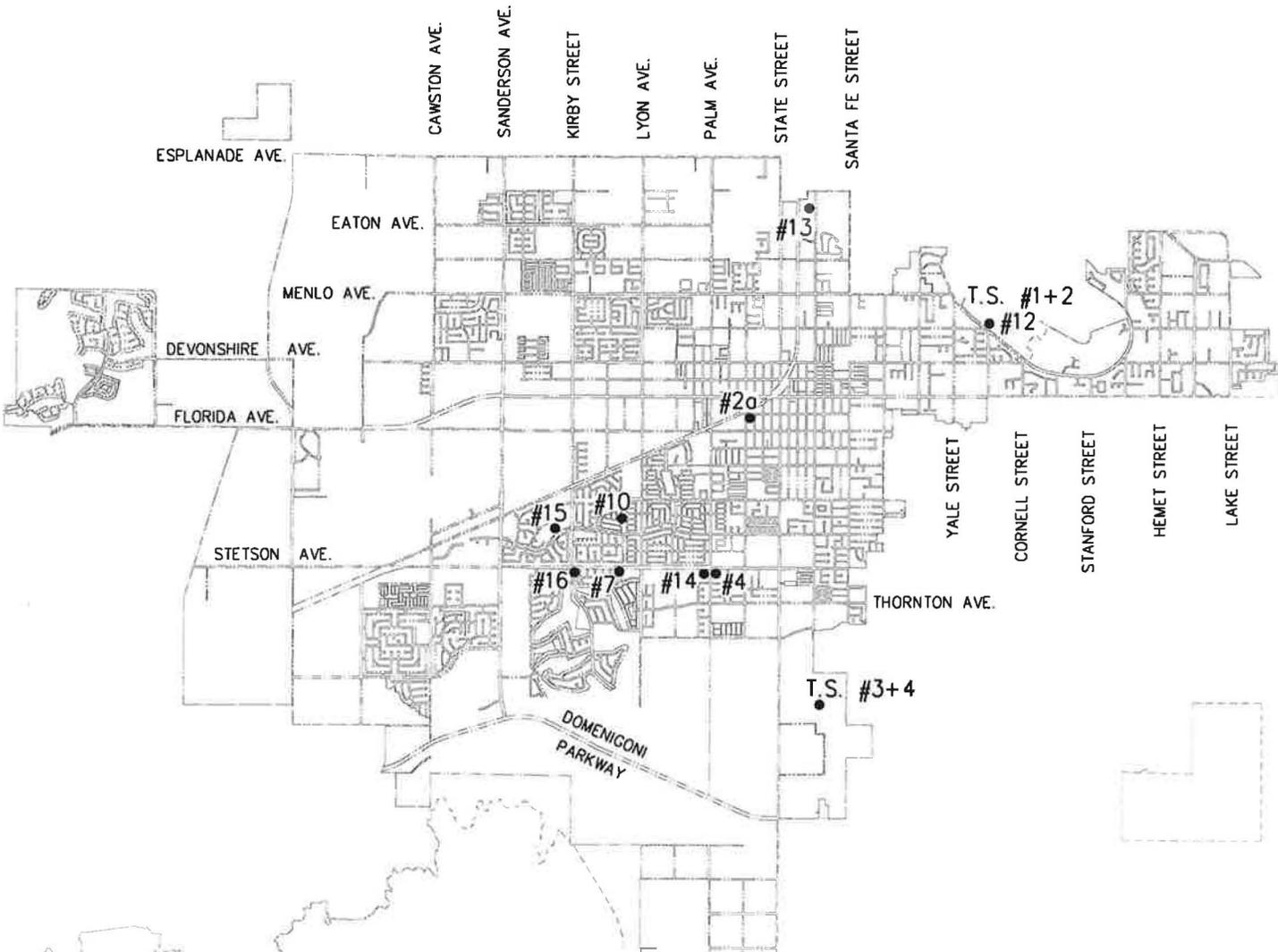
Rita Conrad  
Deputy City Manager/ Administrative  
Services Director

Attachment(s): Exhibit "A" Plan Locations  
Change Order No. 1

# Exhibit 'A'

## Citywide Well Location Map

CIP No. 5568

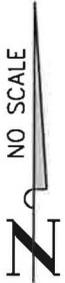


**WELL LOCATION**

- WELL #20 . . . . . 475 W. KIMBALL AVENUE
- WELL #4 . . . . . 1110 S. PALM AVENUE
- WELL #7 . . . . . 1101 BOTTLE TREE WAY
- WELL #10 . . . . . 777 AUGUSTA LANE
- WELL #12 . . . . . 897 PARK AVENUE
- WELL #13 . . . . . 1001 N. BUENA VISTA
- WELL #14 . . . . . 901 W. STETSON AVENUE
- WELL #15 . . . . . 27570 W. JOHNSTON AVENUE
- WELL #16 . . . . . 2385 W. STETSON AVENUE

**WATER TANK LOCATION**

- T.S. #1 AND #2 . . . . . PARK AVENUE
- T.S. #2 AND #4 . . . . . ECHO HILLS



**City of Hemet**  
**PUBLIC WORKS DEPARTMENT**  
**ENGINEERING DIVISION**

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

# SCADA - Wells and Tank Sites

City Project No. 5568

## CONTRACT CHANGE ORDER NO. 1

Contractor: United Engineering and Construction, Inc.

Date: July 23, 2013

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

Item	Description	Change	
		Amount	Days
1	Additional costs to furnish and install air conditioning and software for 9 well sites and 2 reservoir tank sites. Included is the necessary software and electrical components needed, and the technical services to install the air conditioning units and electrical components to extend the useful life of the SCADA components.	\$74,700.00	45
<b>TOTAL</b>			<b>45</b>

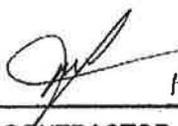
### Change Order Summary

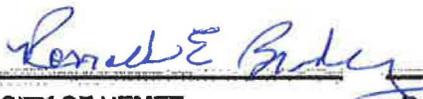
Contract	Previous	Change	Revised
Amount	\$275,000.00	\$74,700.00	\$349,700.00
Completion Date	180 days from NTP	45 days	225 days from NTP

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

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

Agreed By (sign and print):

  
Reza Fard      7-16-13  
CONTRACTOR      Date  
United Engineering and Construction

  
Ron E. Bradley      7-17-13  
CITY OF HEMET      Date  
Ron E. Bradley, Interim City Manager

Fund No. 571-5568-5500 will pay for this change order in the amount of \$74,700.



## *Staff Report*

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**TO:** Honorable Mayor and City Council

**FROM:** Ronald E. Bradley, Interim City Manager

**DATE:** July 23, 2013

**SUBJECT:** Ad Hoc Committee recommendations for additional allocation of 2013-2014 Program Year Community Development Block Grant entitlement funds.

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**RECOMMENDATION:**

- 1) That the City Council accept and approve the Ad Hoc Committee recommendations for the additional \$100,594 in 2013-2014 Community Development Block Grant (CDBG) funding,
- 2) That the 2013-2014 Annual Action Plan be amended to include these recommendations, and
- 3) That a public hearing of the amended 2013-2014 Annual Action Plan be scheduled for August 20, 2013.

**BACKGROUND:**

The City of Hemet (City) as an entitlement city of the Community Development Block Grant (CDBG) program receives annual grants on a formula basis from the U.S. Department of Housing and Urban Development (HUD) to carry out a wide range of community development activities directed toward revitalizing neighborhoods, economic development, and providing improved community facilities and services, with maximum feasible priority given to activities which benefit low and moderate income persons.

On January 8, 2013 the City Council created an Ad Hoc City Council Committee (Ad Hoc) comprised of Councilpersons Linda Krupa and Shellie Milne to review the eligible 2013-2014 CDBG funding applications and make recommendations for full Council approval. At its meeting of February 12, 2013, City Council unanimously approved the funding recommendations based on the anticipated City of Hemet CDBG 2013-2014 Program Year Allocation of \$698,000 and \$40,954.54 in previously unexpended City of Hemet CDBG funding. These allocations were submitted to HUD on May 13, 2013 in the proposed 2013-2014 Community Development Block Grant (CDBG) Annual Action Plan.

On May 29, 2013 HUD announced the final CDBG funding levels for the 2013 Fiscal Year including the City of Hemet's allocation of \$763,730, \$100,594 more than the May 13, 2013 submitted budget. Of this additional amount, 20% may be allocated for Administrative program delivery, 15% may be allocated to Public Services and 65% or more may be allocated for Housing or Public facilities and infrastructure.

**DISCUSSION:**

On June 25, 2013 City Council approved an additional meeting of the Ad Hoc committee to discuss and recommend supplemental allocations to currently funded activities and/or new allocations to eligible 2013/14 CDBG applicant activities. The amended recommendations (Attachment 1) are a result of the Ad Hoc Committee's meeting of Tuesday July 9, 2013. Final submittal of this substantial amendment to the 2013-2014 CDBG Annual Action Plan requires a 30 day public comment period and public hearing as stipulated in City of Hemet's Citizen Participation Plan.

**COORDINATION AND REVIEW:**

This recommendation was prepared and coordinated with the Office of the City Manager, Department of Community Investment, Finance Department, and the City Attorney's Office.

**INTEGRATION OF COUNCIL GOALS / STRATEGIC PLAN:**

The recommendation supports the Council's goals of investing in the community for public services and public improvements in accordance with CDBG guidelines and regulations.

**ALTERNATIVES:**

The City Council may direct staff to revise the funding awards recommended by the Ad Hoc Committee.

**FISCAL IMPACT:**

Approval of the recommendation will advance the potential receipt of CDBG funds to benefit the City of Hemet and the community. The recommend action does not require any funding from the City's General Fund.

**CONCLUSION:**

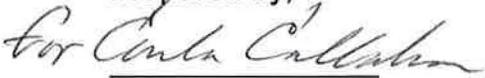
It is respectfully recommended that the City Council authorize:

- 1) The Ad Hoc Committee recommendations for the additional \$100,594 in 2013-2014 Community Development Block Grant (CDBG) funding,
- 2) The 2013-2014 Annual Action Plan be amended to include these recommendations, and
- 3) A public hearing of the amended 2013-2014 Annual Action Plan be scheduled for August 20, 2013.

**ATTACHMENT:**

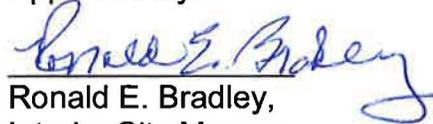
- 1. Amended 2013/14 CDBG Funding Recommendations by the Ad Hoc Committee.

Prepared by,



Carla Callahan,  
CDBG Coordinator

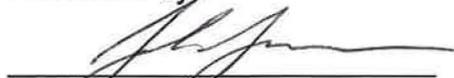
Approved By:

  
Ronald E. Bradley,  
Interim City Manager

Reviewed by:

  
Rita Conrad,  
Finance Director

Reviewed by:

  
John Jansons,  
Community Investment Director

## 2013/14 CDBG Funding Recommendations

Agency	Activity	Activity Type	Requested \$	5/13/13 AAP	7/9/2013
City of Hemet - Community Development	Code Enforcement	Housing	\$180,000.00	\$ 180,000.00	\$ 180,000.00
City of Hemet - Community Investment	Senior or Disabled Home Repair Program	Housing	\$100,000.00	\$ 100,000.00	\$ 100,000.00
City of Hemet - Public Works/Engineering	Sidewalk Improvements 13/14	Infrastructure	\$439,040.00	\$ 151,039.00	\$ 225,984.00
Building the Way	Community Repairs by Building the Way Youth	Housing	\$12,000.00		
Habitat for Humanity Hemet/San Jacinto	Palm Avenue Project	Housing	\$105,000.00		
			<b>\$836,040.00</b>	<b>\$ 431,039.00</b>	<b>\$ 505,984.00</b>
Fair Housing Council of Riverside County, Inc.	Fair Housing and Landlord/Tenant Counseling	*Public Service or Admin	\$25,000.00	\$ 22,470.00	\$ 25,000.00
City of Hemet - Community Investment	Crime Free Multi Family Housing Program	Public Service	\$50,000.00	\$ 47,000.00	\$ 50,000.00
			<b>\$911,040.00</b>	<b>\$ 500,509.00</b>	<b>\$ 580,984.00</b>
Assistance League of Hemacinto	Operation School Bell	Public Service	\$23,000.00		
California Family Life Center	Kin Care	Public Service	\$10,000.00		
Care-A-Van Translt	Care-A-Van Transit	Public Service	\$10,000.00	\$ 10,000.00	\$ 10,000.00
CASA for Riverside County, Inc.	Hemet Children of the Court Advocate Scholarships	Public Service	\$17,951.23		
Center Against Sexual Assault (C.A.S.A.)	Rape Crisis Center	Public Service	\$11,481.00		
Community Connect	211 Riverside County	Public Service	\$10,200.00		
Community Connect	Long Term Care Ombudsman Program	Public Service	\$25,000.00		
Community Pantry	Emergency Food Services	Public Service	\$10,000.00		
Community Pantry	Utillty Assistance	Public Service	\$10,000.00	\$ 10,000.00	\$ 10,000.00
Cops 4 Kids	Pogram Enhancement Support	Public Service	\$12,500.00		
EXCEED	EXCEED Vocational Training Center	Public Service	\$20,000.00		
Green Coalition of the San Jacinto Valley	Hemet Anti Graffiti Coating Project	Public Service	\$23,330.00		
Habitat for Humanity Hemet/San Jacinto	Palm Avenue Project - Admin Support	Public Service	\$10,000.00		
Hemet Police Activitles League	Hemet P.A.L. Free Afterschool Program	Public Service	\$20,000.00	\$ 10,000.00	\$ 10,000.00
Hemet Unified School District	Building Assets/Reducing Risks Intervention Project	Public Service	\$12,068.00		
T.H.E. Center	Therapy for Handi-capable Equestrians Scholarships	Public Service	\$28,742.00		
The Fathers Big Idea (FBI)	FBI's Arts Institute for Hemet Residents	Public Service	\$350,000.00		
Valley Restart Shelter	Emergency Shelter Support	Public Service	\$10,000.00		
Valley Restart Shelter	V-W Recreation Youth Activity Scholarships	Public Service	\$2,400.00		
Valley-Wide Recreation	Youth Scholarship Program	Public Service	\$10,000.00		
Hemet United Methodist	Sheidier Community Park Improvements	Public Facilities	\$11,465.00		
			<b>\$638,137.23</b>	<b>\$30,000.00</b>	<b>\$30,000.00</b>
			<b>\$1,549,177.23</b>	<b>\$530,509.00</b>	<b>\$610,984.00</b>
City of Hemet - Community Investment	CDBG Administration (20% Cap)	Adminstration	\$ 139,600.00	\$ 132,627.00	\$ 152,746.00
				<b>\$ 663,136.00</b>	<b>\$ 763,730.00</b>

\*required element of CDBG

increased funding

# AGENDA # 15



## Staff Report

TO: Honorable Mayor and Members of the Hemet City Council

FROM: *KJ* Kristen Jensen, Public Works Director, Ronald Bradley, Interim City Manager *RSB*

DATE: *KJ* July 23, 2013

RE: Award of Services Agreement to Commercial Cleaning Systems for Janitorial Services

### **RECOMMENDED ACTION:**

It is respectfully recommended that the City Council:

- Approve award of contract to Commercial Cleaning Systems of San Diego in an amount not to exceed \$42,232 annually to provide janitorial services for City Hall, Police, Public Works Offices, Literacy Center, Gang Task Force, and Covell Building, and
- Reject all other proposals, and
- Authorize the City Manager to execute Services Agreement with Commercial Cleaning Systems of San Diego effective September 1, 2013, for an initial three (3) year term with two (2) one-year options to extend, as well as, exercise renewal options and approve extension amendments.

### **BACKGROUND:**

The City of Hemet Facilities Maintenance division is responsible for the repair and maintenance of over 50 City owned buildings. As part of those responsibilities, the division administers a number of City service contracts such as alarm systems, elevator maintenance, floor mats, and janitorial services.

The City is currently in a month to month agreement with their existing janitorial contractor. The current contractor began providing a portion of janitorial services in 2006 as one of two contractors awarded service agreements through a competitive bid process. Their agreement has been extended several times and amended multiple times to adjust service frequency related to budget reductions/facility closures. The current facilities receiving janitorial services are:

- City Hall
- Police Department (Administration, Jail Cells, Substations, Gang Task Force Bldg)
- Literacy Center
- Fire Training Center
- Covell Building
- Public Works/Corporate Yard

Janitorial services at the Library have been performed in-house by Facility Maintenance staff as part of a cost savings measure implemented in 2011. Janitorial services at the Simpson Center have remained the responsibility of the facility operator.

**ANALYSIS:**

In an ongoing effort to ensure that the City continues to receive competitive pricing and quality service, staff solicited a Request For Proposal (RFP) for janitorial services in early 2013. The RFP received only minor updates to the current service levels. This included the removal of the Fire Training Center from the list of facilities to be serviced. The Fire Department performs their own janitorial within their stations.

The notice of RFP solicitation was sent to 30 firms, 17 of which attended the mandatory facilities walk-through meeting. On May 1, 2013, the Purchasing Office received six (6) proposals. A committee of City staff members performed an initial review of the responses to ensure the proposals complied with required solicitation criteria, contained required forms and references, and that the pricing per square foot was reasonable. The initial review resulted in the following three proposals being selected for further evaluation.

Firm	Annual Amount
Commercial Cleaning	\$42,232
Merchants Building Maintenance	\$58,772
Great Cleaning Service	\$65,860

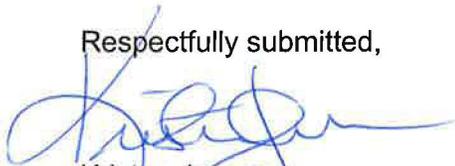
After performing numerous reference checks on the top three proposals, staff found Commercial Cleaning Systems (CCS) of San Diego provided the most cost effective proposal and was the most qualified vendor based on the requirements of the RFP. Staff recommends that the City Council approve a three year Services Agreement with CCS, with two (2) one-year options to extend the agreement.

Additionally, to take full advantage of the RFP process, staff requested proposals to provide janitorial services at the Library as a separate, and optional, line item. Staff will assess the results of this proposal and will return any recommendations related Library services in a separate staff report at a later date.

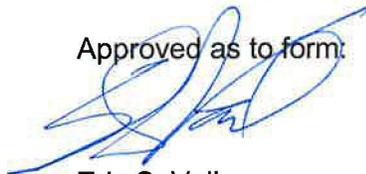
**FISCAL IMPACT**

Funds for this service were approved through the FY 13/14 Facility Maintenance operating budgets in the amount of \$64,000. Award of this services agreement will result in an annual cost of \$42,232, resulting in an estimated \$20,000 savings to the fund.

Respectfully submitted,

  
Kristen Jensen  
Public Works Director

Approved as to form:

  
Eric S. Vail  
City Attorney

Fiscal Review:

  
Rita Conrad  
Finance Director

Attachment(s):

Services Agreement between City of Hemet and Commercial Cleaning Systems

**SERVICES AGREEMENT**

**By and Between**

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

**and**

**COMMERCIAL CLEANING SYSTEMS**

**AGREEMENT FOR SERVICES  
BETWEEN  
THE CITY OF HEMET, CALIFORNIA  
AND  
COMMERCIAL CLEANING SYSTEMS**

This Agreement for Services (“Agreement”) is entered into as of this 24<sup>th</sup> day of July, 2013 by and between the City of Hemet, a municipal corporation (“City”) and Commercial Cleaning Systems, a Corporation in the State of California (“Service Provider”). City and Service Provider are sometimes hereinafter individually referred to as “Party” and hereinafter collectively referred to as the “Parties.”

**RECITALS**

A. City has sought, by issuance of a Request for Proposals, the performance of the services defined and described particularly in Section 2 of this Agreement.

B. Service Provider, 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. Pursuant to the City of Hemet’s Municipal Code, City has authority to enter into this Service Provider Services Agreement and the City Manager has authority to execute this Agreement.

D. The Parties desire to formalize the selection of Service Provider 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.**

The period of service shall commence on September 1, 2013 and continue through June 30, 2016. There are two, one-year options to extend the term based on mutual agreement of the Parties.

**SECTION 2. SCOPE OF SERVICES.**

Service Provider agrees to perform the services set forth in Exhibit “A” “Scope of Services” and Exhibit “A-1” “Special Conditions”, and made a part of this Agreement.

### **SECTION 3. ADDITIONAL SERVICES.**

Service Provider 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. Service Provider 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 Service Provider the amounts specified in Exhibit "B" "Compensation" and made a part of this Agreement. The total compensation, including reimbursement for actual expenses, shall not exceed Forty Two Thousand Two Hundred Thirty Two dollars and 05/100 cents (\$42,232.05) annually, and One Hundred Twenty Six Thousand Six Hundred Ninety Six dollars and 15/100 cents (\$126,696.15) over the three year term, unless additional compensation is approved in writing by the City Council or City Manager.

(b) Each month Service Provider 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-Service Provider contracts. Sub-Service Provider charges shall be detailed by the following categories: labor, travel, materials, equipment and supplies. City shall independently review each invoice submitted by the Service Provider 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 Service Provider for correction and resubmission.

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

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

### **SECTION 5. INSPECTION AND FINAL ACCEPTANCE.**

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

(a) Service Provider shall maintain any and all documents and records demonstrating or relating to Service Provider's performance of services pursuant to this Agreement. Service Provider 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 Service Provider 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 Service Provider'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 Service Provider'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 SERVICE PROVIDER.**

(a) Service Provider is and shall at all times remain a wholly independent Service Provider and not an officer, employee or agent of City. Service Provider 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 Service Provider shall at all times be under Service Provider'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 Service Provider or any of Service Provider's officers, employees, or agents except as set forth in this Agreement. Service Provider shall not at any time or in any manner represent that Service Provider or any of Service Provider's officers, employees, or agents are in any manner officials, officers, employees or agents of City.

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

## **SECTION 9. STANDARD OF PERFORMANCE.**

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

If and to the extent that City utilizes for any purpose not related to this Agreement any maps, models, designs, drawings, photographs, studies, surveys, reports, data, notes, computer files, files or other documents prepared, developed or discovered by Service Provider in the course of providing any services pursuant to this Agreement, Service Provider'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.**

Service Provider 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. Service Provider 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 Service Provider to comply with this section.

**SECTION 11. PREVAILING WAGE LAWS**

It is the understanding of City and Service Provider 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.**

Service Provider 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. Intentionally Omitted**

**SECTION 14. CONFLICTS OF INTEREST.**

(a) Service Provider 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 Service Provider's performance of services under this Agreement. Service Provider 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 sub-consultant without the express written consent of the City Manager. Service Provider 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 Service Provider 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. Service Provider 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 Service Provider 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 Service Provider in performance of this Agreement shall be considered confidential, unless such information is in the public domain or already known to Service Provider. Service Provider 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) Service Provider, its officers, employees, agents or sub-consultants, 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 Service Provider gives City notice of such court order or subpoena.

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

(d) Service Provider shall promptly notify City should Service Provider, its officers, employees, agents or sub-consultants 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 Service Provider or be present at any deposition, hearing or similar proceeding. Service Provider agrees to cooperate fully with City and to provide City with the opportunity to review any response to discovery requests provided by Service Provider. However, this right to review any such response does not imply or mean the right by City to control, direct, or rewrite said response.

## **SECTION 16. INDEMNIFICATION.**

(a) Indemnification for Professional Liability. Where the law establishes a professional standard of care for Service Provider's Services, to the fullest extent permitted by law, Service Provider shall indemnify, protect, defend and hold harmless City and any and all of its officials, employees and agents ("Indemnified Parties") from and against any and all losses, liabilities, damages, costs and expenses, including attorney's fees and costs to the extent same are caused in whole or in part by any negligent or wrongful act, error or omission of Service Provider, its officers, agents, employees or sub-Service Providers (or any entity or individual that Service Provider shall bear the legal liability thereof) in the performance of professional services under this Agreement.

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

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

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

(e) The provisions of this section do not apply to claims occurring as a result of City’s sole negligence. The provisions of this section shall not release City from liability arising from gross negligence or willful acts or omissions of City or any and all of its officials, employees and agents.

**SECTION 17. INSURANCE.**

Service Provider agrees to obtain and maintain in full force and effect during the term of this Agreement the insurance policies set forth in Exhibit “C” “Insurance” and made a part of this Agreement. All insurance policies shall be subject to approval by City as to form and content. These requirements are subject to amendment or waiver if so approved in writing by the City Manager. Service Provider agrees to provide City with copies of required policies upon request.

**SECTION 18. ASSIGNMENT.**

The expertise and experience of Service Provider 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 Service Provider under this Agreement. In recognition of that interest, Service Provider shall not assign or transfer this Agreement or any portion of this Agreement or the performance of any of Service Provider’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 Service Provider, in the performance of its duties pursuant to this Agreement, may utilize sub-consultants.

**SECTION 19. CONTINUITY OF PERSONNEL.**

In accordance with Labor Code Section 1060-1065 the Service Provider shall comply with the Displaced Janitor Opportunity Act.

Service Provider shall make every reasonable effort to maintain the stability and continuity of Service Provider's staff and sub-consultants, if any, assigned to perform the services required under this Agreement. Service Provider shall notify City of any changes in Service Provider's staff and sub-consultants, 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 Service Provider. In the event such notice is given, Service Provider shall cease immediately all work in progress.

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

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

(d) Upon termination of this Agreement by either Service Provider or City, all property belonging exclusively to City which is in Service Provider's possession shall be returned to City. Service Provider shall furnish to City a final invoice for work performed and expenses incurred by Service Provider, 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 Service Provider is in default under the terms of this Agreement, the City shall not have any obligation or duty to continue compensating Service Provider for any work performed after the date of default. Instead, the City may give notice to Service Provider of the default and the reasons for the default. The notice shall include the timeframe in which Service Provider 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 Service Provider 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 Service Provider 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 Service Provider'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.**

Service Provider 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 Service Provider. 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 Service Provider 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 Service Provider: Commercial Cleaning Systems  
Attn: Kyle Zimbelman, General Manager  
7343 Ronson Road, Ste. U  
San Diego, CA 92111

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 Service Provider represents and warrants that he/she/they has/have the authority to so execute this Agreement and to bind Service Provider 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 Service Provider 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 Service Provider 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 Riverside, California. In the event of litigation in a U.S. District Court, venue shall lie exclusively in the Central District of California, in Los Angeles.

**SECTION 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 Service Provider 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: \_\_\_\_\_  
Ron E. Bradley, Interim City Manager

**ATTEST:**

\_\_\_\_\_  
Sarah McComas, City Clerk

**APPROVED AS TO FORM**

By: \_\_\_\_\_  
Eric S. Vail, City Attorney

**COMMERCIAL CLEANING SYSTEMS**

By: \_\_\_\_\_

By: \_\_\_\_\_

Its: \_\_\_\_\_

Its: \_\_\_\_\_

NOTE: SERVICE PROVIDER'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 \_\_\_\_\_, \_\_\_\_ 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

<b>CAPACITY CLAIMED BY SIGNER</b>		<b>DESCRIPTION OF ATTACHED DOCUMENT</b>
<input type="checkbox"/> INDIVIDUAL		_____
<input type="checkbox"/> CORPORATE OFFICER		TITLE OR TYPE OF DOCUMENT
_____	TITLE(S)	
<input type="checkbox"/> PARTNER(S)	<input type="checkbox"/> LIMITED	_____
	<input type="checkbox"/> GENERAL	NUMBER OF PAGES
<input type="checkbox"/> ATTORNEY-IN-FACT		
<input type="checkbox"/> TRUSTEE(S)		_____
<input type="checkbox"/> GUARDIAN/CONSERVATOR		DATE OF DOCUMENT
<input type="checkbox"/> OTHER _____		
_____		

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

\_\_\_\_\_  
SIGNER(S) OTHER THAN NAMED ABOVE

## EXHIBIT "A"

### SCOPE OF SERVICES

#### *1.0 Service Provider's Responsibilities*

- Initial Start-up Cleaning
  - Service Provider will perform all services necessary to bring City facilities up to standards as scheduled at beginning of service.
  
- Frequency
  - Two (2) times per week, all sites, Tuesday and Thursday. Deviations from the schedule requires prior approval from the Facilities Maintenance Contract Administrator or his designee.
    - City Hall
    - Police Department – Administration, Operations, Police Substations, Gang Task Force Building, and Dispatch
    - Engineering and Fire Administration
    - Corporation Yard
  - Seven (7) times per week, including working holidays:
    - Public Safety Building, Jail Cells
  - One (1) time per week
    - Literacy Center (Tuesday or Thursday)
  - Four (4) times per week
    - Library
  
- General Procedures
  - The Janitor's closet shall be kept in a neat, clean and orderly condition at all times, and securely locked when not in use. Mops are to be cleaned, rinsed, and wrung out prior to storing. Mop buckets are to be emptied at the end of each use.
  - The Janitor's closet should be stocked with ample consumable items at all times. The Service Provider is to notify the Facilities Maintenance Contract Administrator or his designee the following work day if supplies are low.
  - All paper towel dispensers shall be filled to capacity each time service is performed.
  - All trash and recycle materials shall be discarded in the appropriate waste bin, usually located in the parking lot, and shall be considered the property of the City until it is removed by the City's waste management hauler. At no time shall the Service Provider's employees be permitted to keep any items found on City property, even if it is in a waste or recycle container.
  - Office doors shall not all be opened at once. Only those office doors in the immediate area where Service Provider's staff is working are to be opened and then closed and locked upon completion of cleaning. No office that has been opened by janitorial personnel may be left unattended.

- All doors are to left in the same condition as they were found, i.e. if it was found open and unlocked, it is to be left open and unlocked after cleaning is performed.
- Upon leaving a site, all designated lights shall be turned off.
- Maintain Conditions
  - Service Provider will replace all items moved during cleaning to their original location.
  - All personal items and work-related materials, such as loose papers and documents, shall not be disturbed around employee's desk and work area.
- Supervision
  - Service Provider will provide one supervisor to monitor work done at each site as work is performed.
  - Contract Administrator will approve work priorities and methods or changes to previously approved priorities and methods.
  - Service Provider will complete daily detailed reports of work done and submit to Contract Administrator on a weekly basis or as requested by Contract Administrator. (see sample Daily Report)
- Personnel
  - Service Provider's personnel will:
    - Be either a U.S. citizen or authorized to work in the U.S.
    - Wear a standard uniform with photo ID at all times.
    - Maintain a neat appearance.
  - Service Provider and employees working at city facilities MUST submit to a live scan, at the expense of the Service Provider, \$50.00 per employee.
  - Substitution to personnel working in the area can only be if prior background check has been completed.
  - Service Provider to provide the names of personnel assigned to perform services at each City facility location.
  - Service Provider will replace unsatisfactory employees at Contract Administrator's request.
  - No unauthorized personnel will be allowed inside City facilities.
- Tools, Equipment, Supplies
  - Service Provider will provide all necessary tools and equipment to perform required services.
  - City will provide supplies, such as:
    - Cleaning supplies
    - Hand soap
    - Paper towels
    - Toilet tissue
    - Waste container liners
  - City will provide containers specifically for disposal of bio-hazardous waste.
  - Service Provider will keep inventory of all supplies and notify Contract Administrator when inventory is low.

- Complaint Correction, Emergencies
  - Service Provider will correct all valid complaints within twenty-four (24) hours.
  - Service Provider will provide a 24-hour phone number that can be used by Contract Administrator to request emergency clean up.
  
- Accident Prevention
  - Service Provider will exercise precaution when performing services. Contract Administrator may request to discontinue work that is deemed hazardous.
  
- Observe Laws
  - Service Provider will secure all required permits and licenses.
  - Service Provider will pay all required charges and fees.
  
- OSHA Compliance
  - Service Provider will conform to HCS/29 CRF 1910.1200:
    - A binder with Material Safety Data Sheets (MSDS) at each site will be maintained by the City.
    - All Service Provider's employees must be able to read and understand the MSDS.
    - All Service Provider's employees will be educated regarding MSDS and location of binder.

## 2.0 *Scope of Services*

The following services will be performed at **all** City facilities at the frequencies indicated unless otherwise noted in the facility description:

- **Daily Services**
- **Bathrooms/Lockers:**
  - Clean, sanitize, polish sinks and toilets.
  - Clean all glass and mirrors.
  - Clean electrical switchplates and doorknobs.
  - Empty, spot clean, and sanitize waste containers, replace liners.
  - Clean walls, doors, partitions, trim and push plates.
  - Sweep, mop, and sanitize hard floors.
  - Refill soap, paper towels, toilet tissue, and feminine napkins.
- **Kitchens, Break Rooms, Coffee Bars:**
  - Clean countertops.
  - Clean sinks.
  - Clean electrical switchplates and doorknobs.
  - Spot clean walls, doors, trim.
  - Empty, clean, and sanitize waste containers, and replace liners.
  - Empty recycling containers – placing the material in a loose form (no plastic bags) into designated recycle bin.
- **Office Areas / Conference Rooms:**
  - Empty waste containers, replace liners.
  - Empty recycling containers – placing the material in a loose form (no plastic bags) into designated recycle bin.
  - Empty paper shredders into clear plastic bag and place in recycle container.
  - Clean, sanitize drinking fountains.
  - Spot clean walls, doors, stairways, and trim.

- Clean electrical switchplates and doorknobs.
- Spot clean and dust desks, computers & peripheral equipment, filing cabinets, ledges, sills, furniture, tables, chairs, and telephones.
  
- **Lobbies / Main Areas:**
  - Empty waste containers, replace liners.
  - Clean, sanitize drinking fountains.
  - Clean electrical switchplates and doorknobs.
  - Clean, sanitize customer service counters.
  - Clean glass doors, both sides.
  - Clean all security glass partitions.
  
- **Floors:**
  - Hard Floors –
    - Remove scuff and heel marks.
    - Remove gum.
    - Spot clean spills and stains.
    - Dust mop.
  
  - Carpeted Floors –
    - Remove gum.
    - Spot clean spills and stains.
    - Vacuum all areas, including under and around desks and furniture.
  
- **Other:**
  - Turn off all lights except those specified to remain on.
  - Close windows.
  - Lock all exterior doors, and ensure they are locked.
  - Activate facility alarms (depending on location) upon completion of work.
  - Notify Contract Administrator of any irregularities, such as:
    - Defective plumbing
    - Unlocked exterior doors
    - Lights left on
    - Supply inventory requirements
    - Safety Issues

- **Monthly Services**

- Clean glass entry doors.
- Clean all air conditioning, intake, and exhaust vents.
- Dust all blinds.
- Dust tops of display cases.
- Spot clean and dust hanging pictures and décor items.
- Spot clean walls, doors, stairways, and trim.
- Mop all hard floors.
- Vacuum furniture.
- Wash all interior windows and glass partitions, with exception of Public Works upstairs conference room.
- Wash and sanitize all restroom walls and partitions.
- Clean door surfaces.
- Clean staircases.
- Remove dust and cobwebs from ceiling areas.

- **Quarterly Services** - *(To be completed September, December, March, and June.)*

- Buff all hard floors.
- Clean and extract carpet, no bonnet cleaning.
- Tour facilities with Contract Administrator to ensure satisfactory service.

- **Semi-Annual Services** - *(To be completed November and May.)*

- Wash all exterior windows.
- Clean, strip, refinish, and polish all hard floors.
- Shampoo all carpets.

2.1 *Building Specific- All building details are approximations only. Service Provider shall verify exact measurements and room descriptions.*

- *City Hall*

445 East Florida Avenue  
Hemet, CA 92543  
Phone (951) 765-2300  
Fax (951) 765-3785

- # Stories 2
- Square Feet (approx) 26,455

**AREAS:** Including, but not limited to:

First Floor

- ✓ Elevator
- ✓ Main Lobby
- ✓ Customer Service Counter
- ✓ Lobby Staircase
- ✓ Hallway(s)
- ✓ Conference Room(s)
- ✓ Kitchen(s)
- ✓ Break Room(s)
- ✓ Restroom(s)
- ✓ Coffee Bar(s)
- ✓ Office(s)
- ✓ Work Area(s)

Second Floor

- ✓ Elevator
- ✓ Hallway(s)
- ✓ Conference Room(s)
- ✓ Kitchen(s)
- ✓ Break Room(s)
- ✓ Restroom(s)
- ✓ Coffee Bar(s)
- ✓ Office(s)
- ✓ Work Area(s)

**Additional services required for this location:**

Daily

- Vacuum and clean elevator walls, floors, carpets.
- Clean all security glass partitions.
- Alarm service - set alarm when services are completed and exiting the facility

- *Police Department – Administration Building*

450 East Latham Avenue  
Hemet, CA 92543  
Phone (951) 765-2400  
Fax (951) 765-2474

- # Stories           2
- Square Feet (approx) 17,311

**AREAS:** Including, but not limited to:

First Floor

- ✓ Elevator
- ✓ Staircase(s)
- ✓ Lobby(s)
- ✓ Customer Service Counter
- ✓ Hallway(s)
- ✓ Storage Area(s)
- ✓ Conference Room(s)
- ✓ Kitchen(s)
- ✓ Break Room(s)
- ✓ Restroom(s)
- ✓ Coffee Bar(s)
- ✓ Office(s)
- ✓ Work Area(s)
- ✓ Modular Building (approx. 1,500 sq.ft.) with offices, coffee bar, conference room, storage area

Second Floor

- ✓ Elevator
- ✓ Staircase(s)
- ✓ Hallway(s)
- ✓ Lobby(s)
- ✓ Storage Area(s)
- ✓ Conference Room(s)
- ✓ Break Room(s)
- ✓ Restroom(s)
- ✓ Coffee Bar(s)
- ✓ Office(s)
- ✓ Work Area(s)

**Additional services required for this location:**

Daily

- Vacuum and clean elevator walls, floors, carpets.
- Services to be performed during normal working hours, M-F, 8am – 5pm.
- Clean partitions and glass in lobbies and work areas.

- *Police Department – Operations*

210 N. Juanita Street  
Hemet, CA 92543  
Phone (951) 765-2002  
Fax (951) 765-2474

- # Stories           1
- Square Feet (approx) 9,524

**AREAS:** Including, but not limited to:

First Floor

- ✓ Locker Room(s)
- ✓ Hallway(s)
- ✓ Jail Cells
- ✓ Dispatch Communications Room
- ✓ Main Lobby
- ✓ Customer Service Counter
- ✓ File/Records Room
- ✓ Lobby(s)
- ✓ Customer Service Counter
- ✓ Storage Area(s)
- ✓ Conference Room(s)
- ✓ Kitchen(s)
- ✓ Break Room(s)
- ✓ Restroom(s)
- ✓ Coffee Bar(s)
- ✓ Office(s)
- ✓ Work Area(s)

Special Requirement

- Service Provider will provide a 24-hour phone number that can be used by the Police Department after hours to request jail cell area clean up.
  - *A maximum two (2) hour response time is required*

**Additional services required for this location:**

Daily

- Jail cells and pat-down wall are to be disinfected daily with either a bleach & water solution or an approved cleaning product, including hand bars, sink toiler, wipe down vinyl mattress, inmate phone.
- Services to be performed during normal working hours, M-F, 8am – 5pm.
- Clean partitions and glass in lobbies and work areas.

- *Police Substations*

**EAST-**

2047 East Florida Avenue  
Hemet, CA 92543  
Phone (951) 765-2415

**WEST-**

3663 West Florida Avenue  
Hemet, CA 92543  
Phone (951) 766-7463

- # Stories - 1
- Square Feet (approx) 1,000

**AREAS:** Including, but not limited to:

First Floor

- ✓ Lobby
- ✓ Customer Service Area(s)
- ✓ Office(s)
- ✓ Restroom(s)
- ✓ Storage Area(s)
- ✓ Conference Room(s)

**Additional services required for this location:**

- Services to be performed during normal working hours, M-F, 6pm – 6am.

- *Gang Task Force Building*

395 E. Latham Ave.  
Hemet, CA 92543

- # Stories 1
- Square Feet (approx) 1,500

**AREAS:** Including, but not limited to:

First Floor

- ✓ Hallway(s)
- ✓ Conference Room
- ✓ Work Area(s)
- ✓ Kitchen
- ✓ Break Room(s)
- ✓ Restroom(s)
- ✓ Office(s)

**Additional services required for this location:**

- Services to be performed during normal working hours, M-F, 8am – 5pm.

- *Engineering & Fire Administration*

510 East Florida Avenue  
Hemet, CA 92543  
Phone (951) 765-2360  
Fax (951) 765-3878

**AREAS:** Including, but not limited to:

- # Stories           1
- Square Feet (approx) 10,344

First Floor

- ✓ Main Lobby
- ✓ Customer Service Counter
- ✓ Hallway(s)
- ✓ Conference Room(s)
- ✓ Kitchen(s)
- ✓ Break Room(s)
- ✓ Storage Room(s)
- ✓ Restroom(s)
- ✓ Coffee Bar(s)
- ✓ Office(s)
- ✓ Work Area(s)
- ✓ Stair Case(s)

**Additional services required for this location:**

~ none ~

- *Literacy Center*

315 East Latham Avenue  
Hemet, CA 92543  
Phone (951) 765-3856  
Fax (951) 765-3857

- # Stories           1
- Square Feet (approx) 1,300

**AREAS:** Including, but not limited to:

First Floor

- ✓ Hallway(s)
- ✓ Computer Room(s)
- ✓ Work Area(s)
- ✓ Kitchen
- ✓ Break Room(s)
- ✓ Restroom(s)
- ✓ Office(s)

**Additional services required for this location:**

~ none ~

- *Corporate Yard*

3777 Industrial Avenue  
Hemet, CA 92545  
Phone (951) 765-3710  
Fax (951) 765-2493

- # Stories           1
- Square Feet (approx) 7,290 *total*

**AREAS:** Including, but not limited to:

Administration Building (2,880 sq.ft.)

- ✓ Office(s)
- ✓ Conference Room
- ✓ Work Area(s)
- ✓ Storage Area(s)
- ✓ Break Room, Kitchen Area
- ✓ Restroom(s)
- ✓ Hallway(s)

Operations Building (2,010 sq.ft.)

- ✓ Office(s)
- ✓ Conference Room
- ✓ Work Area(s)
- ✓ Storage Area(s)
- ✓ Break Room
- ✓ Coffee Bar
- ✓ Hallway(s)

Main Shop (1,300 sq.ft.)

- ✓ Office(s)
- ✓ Conference Room, upstairs
- ✓ Work Area(s)
- ✓ Shower(s)
- ✓ Locker room
- ✓ Restroom(s)
- ✓ Storage Area(s)
- ✓ Coffee Bar
- ✓ Hallway(s)

Customer Service Trailer (600 sq.ft.)

- ✓ Office(s)
- ✓ Bathroom

Training Trailer (500 sq.ft.)

- ✓ Office(s)
- ✓ Bathroom

**Additional services required for this location:**

*~ none ~*

## EXHIBIT A1

### SPECIAL CONDITIONS

HOURS OF SERVICE - Normal shift hours will be from 6:00PM to 6:00AM, Sunday through Friday, with the exception of City holidays. Service Provider shall not perform work outside these hours unless written authorization is obtained from the Contract Administrator or their designee.

For the Police department and sub-stations services shall be performed between 8AM – 5PM, Monday – Friday.

Exterior window washing shall be performed quarterly, during daylight hours.

PERSONNEL – Service Provider shall assign an on-site supervisor who will have the overall responsibility for the performance of the services and who will be able to promptly resolve any questions or problems that arise. The assigned supervisor shall possess at least (3) years recent experience supervising services similar in size and scope. In addition, the Service Provider shall furnish an area manager, and sufficient working personnel capable of promptly accomplishing on schedule, to the satisfaction of the Contract Administrator or their designee, all work required under this contract during the regular and prescribed hours. All such personnel shall be physically able to do their assigned work. The Service Provider and Service Provider's employee shall conduct themselves in a proper and efficient manner at all items and shall cause the least possible annoyance to the public. The Contract Administrator or designee may require the Service Provider to remove from the work site any employee(s) deemed careless, incompetent, or otherwise objectionable whose continued employment of the job is considered to be contrary to the best interests of the City.

Service Provider shall advise their supervisory staff and working personnel that because of the risk issues, **individuals not directly employed by the Service Provider, children or pets are not permitted on City property during working hours.**

ALCOHOL AND NARCOTICS - Service Provider agrees that it will not introduce onto the City any beer, wine or spirits; narcotic, hallucinogenic, or dangerous drugs, nor cannabis. Service Provider will take disciplinary action commensurate with the circumstances against any employee who brings onto or uses on the City property any of these substances.

SMOKING PROHIBITED - In accordance with State of California statutes, smoking is prohibited within the confines of all City buildings. Service Provider's employees

violating this prohibition will be subject to dismissal from the project. Smoking will be permitted only in specific, designated outside locations.

SAFETY - Service Provider shall be aware that there may be hazardous materials present in some facilities. Disposal of these materials is not included in this contract; however, Service Provider shall be responsible for adequate training of its employees to facilitate safe working conditions. Service Provider shall provide for the assignment of identified and trained janitorial personnel for these areas.

DAMAGE - If Service Provider damages any property belonging to the City, the City may either retain from the money due to Service Provider an amount sufficient to repair the damage or require Service Provider to repair the damage to the satisfaction of the City, at Service Provider's expense.

#### STAFFING

- a. Service Provider shall provide City with eight (8) man hours per shift day (including direct supervision).
- b. At least one supervisor, fluent in English, must be on-site and available at all times to facilitate communication between Service Provider and the City.
- c. Service Provider shall provide a list of all Service Provider employees assigned to each site, updated monthly.

#### SERVICE PROVIDER OBLIGATIONS

- a. Service Provider agrees to lock and check building security upon completion of each evening's work. Service Provider will report to the Contract Administrator any breaches of security, building irregularities or suspicious individuals in or around City buildings.
- b. In the event of a situation that may result in further damage or breach of security to City property if not corrected immediately (i.e. water leak, broken window, unsecured exterior door, etc.), employees of the Service Provider are to inform their supervisor who is to contact Hemet Police Department at 951-765-2400. Upon leaving, employees of the Service Provider shall ensure that all doors and windows they may have opened are securely closed and locked and that any lights they turned on are turned off.
- c. The Service Provider agrees and understands that all services provided under the terms of this contract are subject to prior approval by the Contract Administrator or designee.
- d. Service Provider's performance will be evaluated monthly by the Contract Administrator or designee.

BUILDING ACCESS - The successful Service Provider must contact the Contract Administrator or designee, prior to commencement of work, to obtain keys/access codes to the work areas. Keys shall be signed for by the Service Provider and each individual employed. In the event of loss, the Service Provider shall be held liable for the total cost of labor and materials to re-key the entire area accessible with the lost keys. Upon completion of work, and prior to payment of final invoice, all keys shall be accounted for and returned to the Contract Administrator or designee.

SUPPLIES/SPACE

- a. The City shall provide space, in reasonable amounts and locations for the Service Provider to store equipment, materials, and supplies utilized in the performance of this contract. The following supplies will normally be provided by the City. If requested by the City, the Service Provider may supply the materials and bill the City on a separate invoice. If the following supplies are provided by the Service Provider and billed separately for reimbursement, Service Provider must submit copies of purchase invoices and may add up to 5 percent surcharge for handling.
  - Paper towels (appropriate for dispenser)
  - Toiler paper (appropriate for dispenser)
  - Toilet seat covers (appropriate for dispenser)
  - Hand soap for dispensers (appropriate for dispenser)
  - Plastic trash can liners for interior trash cans (appropriate size)
  - Paper bags for sanitary napkins (appropriate for dispenser)
- b. All other cleaning and/or maintenance supplies such as wax, buffing pads, and equipment will be responsibility of the Service Provider.
- c. Service Provider will comply with all OSHA requirements and maintain a complete MSDS sheet handbook for all chemicals allowed on-site. All cleaning chemicals and supplies brought on-site by the Service Provider must be properly labeled according to OSHA regulations.

UNIFORMS – While working on City premises, all Service Provider personnel must be dressed in accordance with the Service Provider’s dress code. The Service Provider 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.

PERFORMANCE STANDARDS - Service Provider will be expected to perform janitorial duties according to the following definitions of “ordinary tidiness”:

Empty Trash Complete – Empty all containers, replace soiled or torn liners. Wet wipe obvious soils or liquids from containers. Place empty containers back in original positions.

Dust & Spot Clean – Horizontal and vertical surfaces should be free of dust, prints, soil and streaks. Surfaces include but not limited to walls, light switches, desks, cabinets, chairs, tables, counters, and microwaves.

Spot Clean Carpets – The Service Provider shall use carpet stain remover, a dampened utility brush, clean cloths, aerosol gum remover and wet/dry tank vacuums to remove nonpermanent stains from carpeted floors. The Service Provider shall blot or vacuum and scrape as much of the stain from the carpet as practical before applying carpet stain remover to the carpet. The Service Provider shall spray carpet stain remover onto the stain and use a utility brush if required. After the stain has dissolved, The Service Provider shall blot and rub the stain up in such a manner as to prevent spreading of the stain. After the stain has been removed, The Service Provider shall blot or vacuum the carpet dry. The Service Provider shall shampoo the carpet, by bonnet method, if large areas or any discoloration is present. The Service Provider shall remove all carpet stains daily.

Damp Mop – The Service Provider shall use detergent solution and mops to remove spots, spills and obvious soil from non-carpeted floors, bleachers, concrete decks, stairs, etc., which cannot be removed by vacuuming or dust mopping. After the floor has been spot mopped, it shall have a uniform appearance free of soil, stains, streaks, swirl marks, detergent film or any observable soil which can be removed by damp mopping. In rest rooms, locker rooms, showers, the Service Provider shall use a germicidal detergent.

Full Vacuum Carpets – Carpet vacuum must be of commercial grade. The Service Provider shall use a carpet vacuum to remove visible and hidden soil and debris from the carpet surface and from within the carpet pile. The Service Provider shall use a hose and brush or crevice attachment to vacuum areas inaccessible to the carpet vacuum. After completely vacuuming, the carpet shall be free of all visible soil and litter and all soil, which can be removed from the carpet pile.

Dusting Surfaces High & Low – Remove dust with cloth or extendable duster. Baseboards, chair legs, cabinet tops, wall hangings, high corners of window frames, etc. should be free of dust and cobwebs.

Air Vents – Wall and ceiling mounted air vents should be dust free.

Dust Window Dressings – Both sides of horizontal or vertical blinds should be free of dust. Close or open blinds uniformly when complete.

Machine Scrub Hard Floor Surfaces – Using a rotary or walk behind machine to remove imbedded soils. Completed floor will be free of dust, soil, gum, tar, etc. and will be streak free.

Machine Scrub & Recoat – Scrub floor with rotary or walk behind scrubber to remove soils. Apply finish uniformly and blemish free. When complete floor surface should be uniform in appearance with a high luster.

Hot Water Extract – Extract carpets using approved and appropriate chemicals and extraction equipment. Completed carpets should be uniform in appearance, dry, free of spots, stains, and soil.

Strip and Refinish Floors – Remove all soil and old finish to include edges and corners. Baseboards, doors and doorjambs, heater covers, etc. will be clean and free of finish. Finish will be evenly applied to a high gloss blemish free appearance.

Dust Mop Floors – Floors and floor edges will be free of dust / debris to include all areas available.

Clean Table Tops – Wipe clean with disinfectant, edges and top of tables. Surfaces should be streak free on completion.

Clean Elevator – Walls and doors should be free of soil, prints, and streaks. Stainless should be polished and streak free. Floors will be free of dust, debris, and spots.

Spot Clean Door Glass & Adjacent Glass – Glass and door surfaces will be free of soil dust, prints, and streaks. Adjacent glass refers to glass of the same height at entrance doors or vestibule.

Clean Lockers – Exterior service will result in a soil and streak free appearance.

Vacuum & Spot Clean Fabric Furniture – Completed service will result in dry fabric surfaces free of dust, soil, and spots.

Restroom Cleaning – Toilets, showers, urinals, sinks, partitions, dispensers, mirrors, trash containers, and floors will be free of dirt, soil, film, prints, streaks, and film. All contact surfaces will have been disinfected. Remove trash and debris on floors, spot clean fixtures and fill dispensers as required to return restroom to acceptable appearance and sanitary levels.

Window Services – Cleaning to result in a soil and streak free appearance to include window frames.

#### “CAUTION WET FLOOR” Signs

Signs must conform to OSHA Standard 1910.145 safety color code for marking physical standards and constructed of durable plastic stand-alone must bear words “CAUTION WET FLOOR” and International caution symbol for wet floor.

“CLOSED FOR CLEANING” Signs

Signs must conform to OSHA Standard 1910.145 safety color code for marking physical standards constructed of durable plastic stand-alone must bear words “CLOSED FOR CLEANING” or “RESTROOM CLOSED”.

DEVIATIONS – The City shall notify the Service Provider regarding deviations from the above standards as follows:

Minor deviations (small errors or omissions, which do not substantially affect City operations); routine notification to, and correction by the Service Provider.

Substantial deviations (large errors or omissions which do substantially affect City operations); routine notification to, and correction by the Service Provider.

Chronic deviations (repetition of like or similar discrepancies which become and operations or administrative burden to City operations); formal consultation; if problem is left uncorrected it may lead to contract termination.

ENERGY CONSERVATION

The Service Provider is responsible to turn off all lights and controls adequate to protect the Services, The City’s property and adjacent property.

NEEDED REPAIRS

The Service Provider shall promptly notify the Contract Administrator of needed repairs and/or damage to fixtures, buildings are observed during the performance of Services. Any items of a critical, priority or emergency nature will be reported immediately upon discovery to a Facilities representative 951-765-3820 or [swolny@cityofhemet.org](mailto:swolny@cityofhemet.org). For after hours emergencies contact Police Department at 951-765-2400.

NON-PERFORMANCE FOR ROUTINE SERVICES, PROJECTS, OR SPECIAL EVENTS

Service Provider will be considered not to be in compliance when in the judgment of the Contract Administrator, any one or more of the following conditions exist:

- a. The work requested was not performed in accordance with the performance standards set by the Contract Administrator.
- b. The work requested was not performed/or finished within the time period specified.
- c. The specified equipment tools or chemicals were not available, were not used, were not used correctly or were not in good operating condition, resulting in a substandard job.

d. The Daily Log was not completed at the completion of the cleaning.

#### SERVICE DEDUCTIONS FOR NON-PERFORMANCE

Failure of the Service Provider to perform any services required by the Contract specifications, evidenced by the inspection by the Facilities Maintenance Contract Administrator or his designee, may result in the following actions being taken:

- a. Notification will be made to the Service Provider directing that a correction of the deficiency be started within two hours or as otherwise directed by the Facilities Maintenance Contract Administrator or his designee at no increase or additional cost to the total contractual amount.
- b. A notice will be sent to the Service Provider indicating the services that were not performed, the number of days the Service Provider has to correct the situation, the facility in question, the location within the facility, the time, date, square footage if necessary, the amount to be deducted from the upcoming progress payment, and the requirement of the Service Provider to submit his proposed remedy to the Facilities Maintenance Contract Administrator within a specified time.
- c. Should the Service Provider fail to perform the services promptly and correctly or not take steps to ensure future performance of the service in conformity with contract specifications, the Facilities Maintenance Contract Administrator, at his sole discretion, shall have the right to:
  - 1) Reduce the contract price to reflect the reduced value of services.
  - 2) Have the services performed by another Service Provider, in conformity with the Contract, and charge the original Service Provider for all costs incurred by the City plus fifteen percent (15%) for overhead.
  - 3) The City shall allow the non-performance to remain uncorrected and shall make a deduction from the payments to the Service Provider in accordance with the following paragraphs in this section.

#### ABSENTEEISM AND VACATIONS

The Service Provider shall provide relief personnel as necessary and/or work overtime as necessary at no additional cost to The City to ensure that the Routine Services and Projects are performed as set form by the terms and specifications of this contract.

#### SCAVENGING AND RECYCLING

The Service Provider and/or its employee's may not scavenge or remove any materials or supplies from the City.

## SECURITY AND IDENTIFICATION

Service Provider shall attest in writing that a background check to the extent allowed by law has been conducted on each employee before initial employment and shall provide the City with a copy of all such background checks one week before employees' arrival to The City premises.

The Service Provider shall provide certification that each employee has no records of criminal convictions other than minor traffic violations. The Service Provider shall provide written certification of the items contained in the above paragraphs as well as any other information developed in the course of the Service Provider's investigation of each employee.

This certification shall include the full name, present telephone number, place of residence for five previous years and employment for previous five years.

The City shall have the right to request additional investigative background information including, but not limited to, the employment record and of any personnel assigned to perform the Services. The Service Provider shall furnish in writing such information to the extent allowed by law within 30 calendar days after receipt of written request from the Contract Administrator. The City reserves the right to conduct its own investigation of any employee of the Service Provider.

The Service Provider shall remove from the Service on the premises of The City any employee of the Service Provider who, in the opinion of The City is not performing the Services in a proper manner, or who is incompetent, disorderly, disheveled, abusive, dangerous, or disruptive or does not comply with rules and regulations of The City. Such removal shall in no way be interpreted to require dismissal or other disciplinary action of the employee of the Service Provider.

Each employee of the Service Provider engaged in furnishing services hereunder shall make an entry on a timecard in a form acceptable to the Contract Administrator each time such employee enters or leaves The City premises, showing the date, time of entrance and departure, and the area or project assignment of the employee. Each employee of the Service Provider shall use a recording time clock and time card, both furnished by the Service Provider, to record at the beginning and end of their respective work shifts to indicate hours worked and must include the employee's signature.

The Service Provider shall ensure that lost or apparently lost articles, that are found by Service Provider employees be placed in nearest supply closet. Service Provider shall notify Contract Administrator that an item was found and placed in closet.

Upon termination or transfer of any employee of the Service Provider, the Service Provider shall immediately notify the Contract Administrator in writing of such

termination or transfer, and shall immediately obtain from and turn in to the Contract Administrator all identification badges that allow access to any City area.

The Service Provider shall prevent any of its employees from opening, turning on tampering with, using or moving any equipment, radios, televisions, VCR's, appliances, computers, lockers, telephones, storage containers, desks, etc. or entering any area unless in the performance of the Services.

#### SPECIAL EVENT/EMERGENCY CLEANING

Service Provider may be requested to perform special/emergency cleaning services on an "as requested" basis. The City shall determine whether an emergency condition exists. Service Provider will be paid at the contracted price per square foot.

The following information is added for clarification as to the typical task and frequency special event janitorial service.

The Service Provider will provide cleanup of walkways, restrooms and portable restrooms; prior to, during, and/or after an event.

Police department jail cells may require additional service, within 2 hours of request.

**EXHIBIT "B"**

**COMPENSATION**

**I. Service Provider shall use the following rates of pay in the performance of the Services:**

<b>ROUTINE MAINTENANCE - All buildings, except Library</b>			<b>Commercial Cleaning</b>
<b>Item No. &amp; Description</b>	<b>Unit</b>	<b>Quantity</b>	<b>Unit Bid</b>
City Hall	Sq Ft	26455	\$ 0.02
Police Department			
Administration	Sq Ft	17,311	\$ 0.02
Operations - incl Dispatch	Sq Ft	9,524	\$ 0.02
Police Substations	Sq Ft	1,000	\$ 0.06
Gang Task Force	Sq Ft	15,000	\$ 0.02
Jail Cells	Sq Ft	702	\$ 0.31
Engineering & Fire Admin	Sq Ft	10,344	\$ 0.02
Literacy Center	Sq Ft	1,300	\$ 0.02
Corporation Yard	Sq Ft	7,000	\$ 0.02
<b>Total Monthly - per bid</b>			<b>\$ 2,109.25</b>
<b>Annual Routine</b>			<b>\$25,311.00</b>
Quarterly			
Buff all hard floors	Sq Ft	15,367	\$ 1,075.69
Clean & extract carpet	Sq Ft	71,400	\$ 7,140.00
<b>Annual for Quarterly Service (3x)</b>			<b>\$ 8,215.69</b>
Semi Annual			
Clean, strip, refinish, polish	Sq Ft	15,367	\$ 1,229.36
Shampoo	Sq Ft	71,400	\$ 6,426.00
Wash all exterior windows	Pane	140	\$ 1,050.00
<b>Annual for Semi Annual Service (2x)</b>			<b>\$ 8,705.36</b>
			<b>\$42,232.05</b>

**II. The City will compensate Service Provider 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 Service Provider labor, supplies, equipment, materials, and travel properly charged to the Services.

**IV. The total compensation for the Services shall not exceed \$42,232.05 per year, as provided in Section 4 of this Agreement.**

## **EXHIBIT "C" INSURANCE**

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

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

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

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

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

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

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

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

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

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

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

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

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

2. General Liability and Automobile Liability Coverages.

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

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

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

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

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

C. Other Requirements. Service Provider 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 Service Provider 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. Service Provider shall furnish certificates and endorsements from each subService Provider identical to those Service Provider 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 Service Provider 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 Service Provider's liability hereunder nor to fulfill the indemnification provisions and requirements of this Agreement.



# AGENDA # 16

## *Staff Report*

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TO: Honorable Mayor and Members of the Hemet City Council

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

DATE: July 23, 2013

RE: IT consolidation of cellular voice and data services through one service provider

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### **RECOMMENDED ACTION:**

It is respectfully requested that the Mayor and City Council authorize the Interim City Manager to consolidate citywide cellular services through Verizon Wireless (to be managed by the Information Technology Department).

### **BENEFIT OF ACTION:**

Consolidation of cellular voice and data services through the Information Technology Department under one service provider will generate approximately \$26,819 in savings annually to the City and allow better oversight of cellular usage citywide.

### **BACKGROUND:**

The Information Technology Department has citywide responsibility (with the exception of the Police Department) for the procurement of cellular phones, mobile devices and data cards as well as the management of related service provider contracts through Sprint/Nextel and Verizon Wireless. The Police Department currently manages their own cellular phone and data service contracts, independent of the Information Technology Department. The Police Department currently receives services from Verizon Wireless and AT&T Wireless.

The use of multiple cellular carriers dates back several years when only specific providers could provide certain services. An example would be Nextel's iDEN push-to-talk service. Other providers, like AT&T, were used due to their early adoption of CDPD (Cellular Digital Packet Data) technology primarily used in public safety data terminals. Cellular technology has now evolved to a point where services provided by carriers are essentially equal across the board. The only tangible differences can be found in coverage area, data speed and monthly cost.

Beginning in late 2012, the City began to notice degradation in the Nextel/Sprint network. This appears to have happened concurrently with the phasing out of their Nextel iDEN network. Sprint users (the largest group within the City) have encountered numerous problems with dropped calls, missed calls and frequent lack of service. The City has also had ongoing issues with AT&T Wireless. There are several poor coverage areas throughout the City and this has resulted in inconsistent coverage for mobile data technology initiatives citywide. Additionally, as the City's data connectivity provider for public safety vehicles, consistent mobile coverage is critical.

Because of these issues, the Police Department has successfully moved their voice telephone services over to Verizon. In doing so, they have received greater service coverage at a lower cost. The City's intent is to build on that success by moving all remaining City cellular accounts to Verizon.

**PROJECT DESCRIPTION:**

Staff's recommendation is to consolidate cellular services under a single provider, Verizon Wireless. This consolidation will provide faster connectivity, increased service coverage and a decrease in annual cellular cost. Consolidating cellular providers will also provide better oversight of cellular usage. The Information Technology Department will continue to handle all non-law enforcement cell phone contracts and procurement. Additionally, they will handle all data cards presently handled by the Hemet Police Department. Hemet PD will continue to manage their cellular voice accounts due to security concerns.

Verizon Wireless staff will be on-site to handle porting of all existing phone numbers over to their wireless service. During the porting process, existing phones will be taken out of service. Shortly after porting is complete, users will be handed a new cell phone on the Verizon Wireless network. The Information Technology Department will assist all existing smart phone users in synchronizing their City e-mail to their phones and mobile devices.

All feature phone (aka 'flip phone') users will have their existing phone replaced with a comparable model on the Verizon Wireless Network. All smart phone users (iPhone, android, etc.) will be converted over to an iPhone 4. All data card devices will be replaced with a USB-compatible 4G LTE data card device. Data cards, the iPhone 4's and feature (flip) phones are free of charge. The City is responsible for tax on these devices, at normal cost. The cost of tax for these devices will come out of the requesting department's telephone and communications budget. After the conversion process is complete, all eligible City cell phone & data card devices will be purchased by a third party vendor Verizon partners with (Clover Wireless.) Money received from this buy-back program will be distributed among City Departments to offset the purchase of new Verizon Wireless devices.

**COORDINATION & REVIEW:**

The Information Technology Department met with the Police Department, who currently uses Verizon cellular service in their daily operations. (The Police Department has already converted their Nextel/Sprint voice phones over to Verizon Wireless). They have not experienced any issues with service and are very satisfied with the support they have received through Verizon Wireless. Both IT and the Police Department have authorized specific individuals for "cross-account" ordering of replacement devices. This will ensure any need for replacement devices can be expedited. The Police Department and the Information Technology Department will need to submit updated paperwork with the State of California Department of Justice to transition from AT&T Wireless to Verizon Wireless as their mobile data service provider.

The City of Hemet also conducted testing with our Public Works Department using Verizon feature (flip) phones. Phone call quality and push-to-talk service were very satisfactory, with only a slight delay noticed when initiating a call between devices. All Council iPads have already been converted over to Verizon 4G LTE service. This change in providers increased cellular coverage and provided faster download speeds for accessing City resources.

The Information Technology Department also conducted an e-mail poll of local agencies regarding cellular use. Of the agencies polled, several have transitioned to Verizon as a cellular data carrier, or are in the process of doing so. The Riverside County Information Technology Department and Riverside Sheriff's Department chose a combined Sprint/Verizon cellular data solution for use in their new Public Safety Enterprise Communication Radio System (PSEC) project. Both providers were chosen due to their coverage area in the Hemet/San Jacinto Valley.

Most cities internally manage cellular contracts through a partnership between their Information Technology Departments and Police Departments. Police Departments were found to manage their own voice cell phone contracts due to privacy concerns. The poll also indicated that in the agencies surveyed, cellular data connectivity is managed by their City's Information Technology Department for all city departments, including Police Departments.

**CONSISTENCY WITH ADOPTED GOALS, PLANS, AND PROGRAMS:**

As City Departments continue to increasingly incorporate technology into their daily operations, use of higher speed wireless connectivity is necessary. Faster connectivity and increased coverage will help to ensure department strategic goals involving mobile technology are met.

All data connectivity falling under the Information Technology Department not only follows normal operations, but also adheres to DOJ/CJIS policy, where the Information Technology Department provides network management services for the Police Department.

**FISCAL IMPACT:**

All pricing for Verizon Wireless service is based on WSCA (Western States Contracting Alliance) contract pricing. Current Sprint pricing for cellular service is \$4,478.30 monthly. Verizon's pricing for this service is \$3,108.05. This provides a monthly savings of \$1,370.25 and an annual savings of approximately \$16,443.

Current pricing for data cards under existing plans is on average \$50 per month (for 72 data cards determined necessary after in-house audit of usage) for a monthly total of \$3,600. Under the proposed contract with Verizon, contract pricing for data cards used in laptop computers is \$37.99 per month, unlimited access for a monthly cost of \$2,735.28. This equates to monthly savings of \$864.72 and annual savings of \$10,376.64.

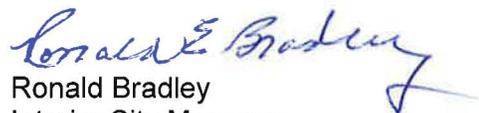
Total combined monthly service cost for all cell phones (excluding the Police Department) and all City data cards will be \$5,843.33 (monthly combined saving of \$2,234.97); annual combined costs are estimated to be \$70,119.96 (annual expected savings is \$26,819.64).

Data cards, the iPhone 4's, and feature (flip) phones are free of charge. The City is responsible for tax on these devices, at normal cost. The cost of tax for these devices would come out of the requesting department's telephone and communications budget. After the conversion process is complete, all eligible City cell phone & data card devices will be purchased by a third party vendor Verizon partners with (Clover Wireless.) Money received from this buy-back program will be distributed among City Departments to offset the purchase of new Verizon Wireless devices. After ten months, devices can be upgraded if desired at a reduced rate.

Respectfully submitted,



Rita Conrad  
Deputy City Manager/Admin Services



Ronald Bradley  
Interim City Manager



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*Staff Report*

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TO: Honorable Mayor and Members of the City Council

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

DATE: July 23, 2013

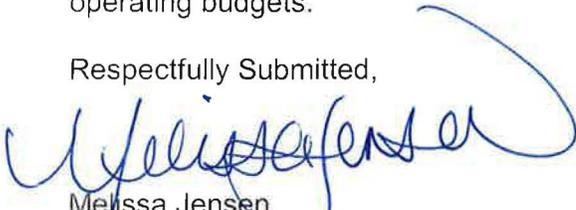
RE: Park Commission Recommendations of June 24, 2013

Park Commission Recommendations of June 24, 2013

- 1. Tree Removal Request: 664 Palos Dr.**  
Magnolia (1) - (Mr & Mrs. Hayes)  
**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 a healthy tree that requires minimal trimming.  
**Recommendation:** Deny removal request; Schedule tree for trim.
- 2. Tree Removal Request: 1515 Cabrillo Dr.**  
Oak (1) - (Mr. Milliken)  
**Reason for Request:** Resident is requesting removal of this City tree due to concerns with the amount of debris drop on the sidewalk. City staff visited the site and observed that the tree drops a lot of debris causing maintenance concerns.  
**Recommendation:** Approve removal request and replace it with an approved species as per Oak Tree Replacement Program adopted by Council on June 13, 2000.
- 3. Tree Removal Request: 865 Sunflower St.**  
Liquid Amber (1) - (Mr. & Mrs. Petty)  
**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 that the tree is healthy and requires a trim and root prune.  
**Recommendation:** Deny removal request; Schedule tree for trim and root prune.

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

Respectfully Submitted,



Melissa Jensen  
Administrative Assistant



TO: Honorable Mayor and Members of the Hemet City Council

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

DATE: July 23, 2012

RE: **ZONING ORDINANCE AMENDMENT (ZOA) 13-001: Zoning Code Revisions for Housing Element Compliance:** A City-initiated amendment to Hemet Municipal Code Chapter 90 (Zoning Ordinance) to satisfy State housing element law and bring the zoning ordinance into compliance with the General Plan Housing Element in regard to emergency shelters, farm-worker housing, removing age restrictions in the Small Lot Residential Zone, and renaming and adding applicability guidelines to the Senior Housing Designation of the code.

**RECOMMENDED ACTION:**

That the City Council:

1. *Introduce, read by title only, and waive further reading of **Ordinance Bill No. 13-016**, approving Zone Ordinance Amendment No. 13-001 amending as recommended by Planning Commission Resolution No. 13-006; and*
2. *Direct staff to file a Notice of Determination with the County Clerk in compliance with the California Environmental Quality Act.*

**BACKGROUND:**

State Housing Element law (Government Code Section 65580, et al) requires local jurisdictions to prepare a housing element as a component of its General Plan, and to update it in accordance with a scheduled "cycle" established by the California Department of Housing and Community Development (HCD) for each geographic region in the State. Unlike other elements of the General Plan, the housing element must be reviewed and certified by HCD in order to meet state law requirements and to ensure the City's Housing Element and General Plan remain "in compliance". The City of Hemet received HCD certification of its Cycle 4 (2008-2013) housing element on June 28, 2012, and is currently working on its Cycle 5 (2013-2021) draft housing element, which is due to the State in October, 2013.

As a condition of Cycle 4 housing element certification from HCD, the City is required to make certain amendments to its zoning code regarding the provision of housing types and sites, as set forth in State law and therefore included in the adopted housing element programs of the General Plan. These amendments must be completed prior to submission of the proposed Cycle 5 housing element to HCD. The purpose of ZOA 13-001 is to address three of the four required amendments to Hemet Municipal Code (HMC) Chapter 90 (Zoning Ordinance). The fourth amendment is being presented to City Council as ZOA13-006 (Multiple Family Zones), also on this Council agenda.

## **DESCRIPTION OF PROPOSED ORDINANCE AMENDMENTS:**

The amendments proposed by ZOA 13-001 address specific State housing law requirements pertaining to the provision of emergency shelters, farmworker housing, and the removal of age restrictions within zoning districts. These zoning requirements are imposed statewide, and many local jurisdictions are in the process of updating their zoning codes for compliance.

### **Emergency Shelters**

California Government Code Section 65583 (4)(A) requires that emergency shelters be permitted by-right in at least one zone; additional zones may be identified where emergency shelters may be permitted with a conditional use permit. The existing Valley Restart Shelter located on Menlo Avenue serves as an emergency shelter and is located in the C-1 (Neighborhood Commercial) zone. The proposed ordinance recognizes this existing shelter as being permitted by-right in the C-1 zone at the specific location at 200 E. Menlo Avenue, thus fulfilling this particular requirement under state law. Any additional shelters would be permitted only by conditional use permit in the C-M (Commercial Manufacturing) zone and subject to the requirements of Division 4 (Emergency Shelters) to Article X (Special Housing Classifications), which is a proposed new section of the city's code. The new zoning code regulations regarding Emergency Shelters are located in the attached Exhibits A1 and A2. These amendments establish applicability and supplemental development standards for emergency shelters in accordance with state law. As an existing permitted use, Valley Restart Shelter would not be required to comply with the new development standards unless the use or the building is significantly altered or expanded, the use is terminated for a continuous six month period, or the use exceeds its stated capacity.

The proposed standards (Exhibit A1) are typical of those established for emergency shelters throughout the State. Staff reviewed ordinance provisions of at least a dozen other jurisdictions to confirm that Hemet's proposal meets the industry standard, ensures the health and safety of residents within the facility and in adjacent neighborhoods, and demonstrates compliance with Government Code Section 65583 (4)(A). The standards cover the eight areas permitted by state law that are allowed to be regulated: maximum number of beds, off-street parking requirements, client intake areas, on-site management requirements, proximity to other emergency shelters, length of stay, lighting, and security provisions as well as salient standards from other sections of the zoning code such as signage and refuse collection.

### **Farmworker Housing**

California Health and Safety Code Section 17021.6 specifies that farmworker housing of up to 36 beds must be included in the definition of agricultural use and may not be restricted by conditional use permit requirements or other zoning requirements. In other words, the use must be permitted "by right" in all Agricultural Zones in the City. To meet this requirement, staff proposes amending the Agricultural Zones permitted uses table to permit farmworker housing as a component of an agricultural use by-right in the A (Agriculture), A-1-C (Light Agriculture), and A-2-C (Heavy Agriculture) zones as shown in Exhibit A3.

The City has very little active agricultural land remaining within its jurisdictional boundaries. This is a nominal change that will have very little, if any, impact on residential land use patterns, and fulfills the state law requirement.

### **Age Restrictions in the Small Lot Residential (SLR) Zone**

Federal and state laws prohibit local agencies from zoning or restricting housing on the basis of age, including senior-only housing. A developer or homeowners group may propose senior-only housing and restrict its use through its covenants, conditions, and restrictions (CC&Rs), but the

City cannot make it a requirement or establish a “senior-only” zone. Therefore, the age restrictions in the SLR zone must be removed (Exhibit A4) to comply with state law. It is important to note that existing senior housing complexes and mobile home parks, including the SLR zoned subdivisions, are not impacted by the proposed amendment. Nonetheless, to encourage the preservation of senior-only communities, ZOA 13-001 also recommends the following:

- Rename the Senior Housing Overlay Zone (Article XXXI) to Senior Housing Designation and require that senior housing developments be designated on the official zoning map with a (S). The symbol would be used for identification purposes only and would be added to the map as part of the zoning consistency process. This designation would help staff identify the senior housing inventory and ascertain whether compliance with Article XVII (Conversions of Senior Housing to Non-Senior Housing) is warranted, and to make sure that owners are going through the required public review and Planning Commission process for conversions. (Exhibit A5)
- Add a provision to Article XXXI (Senior Housing Designation) that requires signage identifying a development as senior housing development to verify that the complex meets the federal definition of senior housing. This provision is in response to complaints that some property owners were advertising non-senior communities as senior-only. (Exhibit A5)
- Require any potential conversion of a senior housing development to a non-senior housing development to comply with the provisions of Article XVII (Conversions of Senior Housing to Non-Senior Housing). Amend both Article XXXI (Senior Housing Designation) and Article XVI (Small Lot Residential Zone) to reference this requirement. (Exhibits A4 and A5)

### **CONCLUSION:**

The main purpose of the proposed zone text amendments is to comply with State housing element law. The ramifications of not complying with the statutory requirements and deadlines can be onerous. The City would fall out of the 8-year cycle for preparation of its housing element and would be required to submit an updated Element every four years, which is time consuming and expensive. Additionally, the City's Cycle 4 Regional Housing Needs Allocation (RHNA) of affordable housing units would be added to the Cycle 5 allocation instead of being considered met. The Cycle 4 RHNA allocation is substantially higher than the Cycle 5 allocation and it would not be in the City's best interest to carry it over, given the amount of affordable housing units already existing in the City.

However, the most serious implications of not complying with the housing element requirements can result in the State invalidating the General Plan, deeming the City ineligible for most State and federal grants regardless of funding source or proposed use, and potentially suspending the City's ability to render local land use decisions and issue building permits. Ultimately, if the state determined that the City willfully did not comply with the housing element law, the state could mandate approval of affordable housing projects, as opposed to local control of land use decisions.

Staff believes that the proposed ZOA 13-001 meets the requirements of State law, yet preserves to the extent possible, the City's ability to have reasonable land use review and controls to ensure compatible housing types within the city's neighborhoods.

## **COORDINATION AND PUBLIC REVIEW**

On May 7th, 2013 a duly noticed public hearing was held before the Planning Commission regarding the proposed zoning ordinance amendment. After discussion and public testimony, the Commission continued the ZOA to the May 21, 2013 meeting to allow staff to respond to comments raised by Valley Restart in regard to the emergency shelter regulations, and by Ms. Robin Lowe in regard to state and federal regulations concerning senior-only housing.

As a result of the comments received from the public and direction from the Commission, staff modified the proposed ordinance amendments as summarized below:

- The maximum operating capacity for Valley Restart Shelter was established as "5 single men, 5 single women, and 9 family rooms to house a parent (s) and dependent children." The maximum number of beds for additional shelters was established at 35.
- Language was added acknowledging that emergency shelters established within the airport compatibility zones may be subject to review by the Airport Land Use Commission (ALUC) in accordance with the Hemet-Ryan ALUP.
- The proposed text was modified to expand the City's designation of senior-only communities and emphasize the importance of preserving senior housing in Hemet.

Public comments at the Planning Commission meeting of the May 21<sup>st</sup> were supportive of the changes and the Planning Commission unanimously adopted a resolution recommending approval of ZOA 13-001 to the City Council. The Planning Commission's Resolution No. 13-006 recommending adoption is included as Attachment 2.

Because the proposed ordinance amendment is a legislative action that could potentially affect future land uses within the boundaries of the Influence Area of the Hemet-Ryan Airport Land Use Plan, the ordinance was required to be submitted for review to the Riverside County Airport Land Use Commission (ALUC). On July 11, 2013, the ALUC held a duly noticed public hearing on the proposed ordinance and unanimously found the ordinance amendment to be consistent with the Hemet-Ryan Airport Land Use Plan.

A 10-day notice announcing the holding of a City Council public hearing regarding ZOA13-001 was published in the Press Enterprise newspaper on June 1, 2013. At the time of the preparation of this staff report, no public comments had been received.

## **CONSISTENCY WITH ADOPTED GOALS, PLANS, AND PROGRAMS:**

ZOA13-001 establishes consistency with the adopted General Plan and Housing Element as well as meeting state housing element law requirements. It is a component of the City's zoning consistency program, which will be on-going throughout the remainder of the 2013 and 2014.

To determine consistency with the 1992 Hemet-Ryan Airport Comprehensive Airport Land Use Plan (ALUP), ZOA13-001 was submitted for review by the Riverside County Airport Land Use Commission (ALUC) as required by State law. The ALUC found that the proposed amendment is consistent with the ALUP at its meeting of July 11, 2013.

## **CEQA REVIEW AND COMPLIANCE**

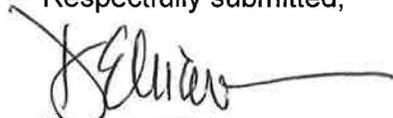
On January 24, 2012, the City Council certified a Final Environmental Impact Report (FEIR) for the City's comprehensive General Plan Update. Staff has determined that the proposed zone

ordinance amendments are consistent with the analysis previously addressed in the EIR and, therefore, the project is exempt from further review pursuant to Section 15162 and Section 15168 of the State Guidelines for Implementing CEQA. A Notice of Exemption will be filed with the County of Riverside Clerk and Recorder upon final action by the City Council.

**FISCAL IMPACT:**

There is no direct fiscal impact resulting from the adoption and implementation of ZOA13-001.

Respectfully submitted,



Deanna Elliano  
Community Development Director

**Attachments:**

1. City Council Ordinance Bill No. 13-016 adopting Zone Change No. 13-001
  - Exhibit A1 Proposed addition of Division 4 to Article X (Special Housing Classifications) to establish applicability and supplemental development standards for emergency shelters.
  - Exhibit A2: Proposed amendment to Section 90-892 (Permitted Uses) of Article XXVI (Commercial Zones) to permit existing emergency shelters by-right in the C-1 (Neighborhood Commercial) zone and new emergency shelters by conditional use permit in the C-M (Commercial-Manufacturing) zone.
  - Exhibit A3: Proposed amendment to Section 90-192 (Permitted Uses) of Article VII (Agricultural Zones) to permit farmworker housing as a component of an agricultural use by-right in the A (Agriculture), A-1-C (Light Agriculture), and A-2-C (Heavy Agriculture) zones
  - Exhibit A4: Proposed amendment to Article XVI the Small Lot Residential Zone, Section 90-501 (Purpose) and Section 90-513 (Covenants and Conditions) to remove the restriction of senior-only housing from this zone.
  - Exhibit A5: Proposed amendment to Article XXXI the Senior Housing Overlay Zone, Title, Section 90-1082 (Permitted Uses) and Section 90-1084 (Applicability) to remove zone references, regulate signage, and add a requirement to identify and display on the zoning map the locations of senior housing developments.
2. Planning Commission Resolution No. 13-006 recommending approval of ZOA13-001 to City Council (without attachments)

# Attachment 1

City Council  
Ordinance Bill No. 13-016



CITY OF HEMET  
Hemet, California

ORDINANCE BILL. NO 13-016

AN ORDINANCE OF THE CITY COUNCIL OF THE CITY OF HEMET, CALIFORNIA AMENDING PORTIONS OF HEMET MUNICIPAL CODE CHAPTER 90 (ZONING ) TO DESIGNATE ZONING FOR EMERGENCY SHELTERS AND FARMWORKER HOUSING, TO ESTABLISH SUPPLEMENTAL DEVELOPMENT STANDARDS FOR EMERGENCY SHELTERS, TO REMOVE AGE RESTRICTIONS IN THE SMALL LOT RESIDENTIAL ZONE PURSUANT TO THE REQUIREMENTS OF STATE LAW, AND TO RENAME AND ADD APPLICABILITY GUIDELINES TO THE SENIOR HOUSING OVERLAY ZONE.

**WHEREAS**, the State legislature has declared that the lack of housing, including providing for a variety of housing types for all income levels and special needs groups, is a critical problem that threatens the economic, environmental, and social quality of life in California; and

**WHEREAS**, Government Code Section 65583 requires that a city's housing element address governmental constraints to the development of housing, including providing for a variety of housing types for all income and age levels, and that jurisdictions facilitate the permitting of emergency shelters; and

**WHEREAS**, to achieve compliance with State housing element law and to obtain the State Department of Housing and Community Development certification for the City's 2014-2021 Housing Element, it is necessary to amend Chapter 90 of the Hemet Municipal Code to designate zoning for emergency shelters and farmworker housing; establish supplemental development standards for emergency shelters; and remove age restrictions in the small lot residential zone; and

**WHEREAS**, the identification and designation of senior housing communities demonstrates the importance the City places on the preservation of such housing; and

1           **WHEREAS**, approval of these zoning ordinance amendments will not  
2 detrimentally affect the health, safety, or welfare of residents of the City of Hemet; and

3           **WHEREAS**, on May 7, 2013 and May 21, 2013, the Planning Commission was  
4 presented with a draft of this Ordinance Bill No. 13-016 and, after conducting a duly  
5 noticed public hearing and after due consideration of the testimony, voted to adopt  
6 Planning Commission Resolution No. 13- 006, recommending that the City Council  
7 approve Ordinance Bill No. 13-016; and

8           **WHEREAS**, on July 23, 2013, the City Council considered the Ordinance, the  
9 Planning Commission’s findings, and the record of information regarding ZOA 13-001  
10 at a duly noticed public hearing, at which time interested persons had an opportunity  
11 to provide testimony on this matter.

12 **NOW THEREFORE, THE CITY COUNCIL OF THE CITY OF HEMET HEREBY**  
13 **ORDAIN AS FOLLOWS:**

14           **SECTION 1: ADDITION OF DIVISION 4 TO ARTICLE X.**

15           Article X of the Hemet Municipal Code is amended as shown in Exhibit “A1”  
16 hereto.

17           **SECTION 2: AMENDMENT OF SECTION 90-892.**

18           Section 90-892 of the Hemet Municipal Code is amended as shown in Exhibit  
19 “A2” hereto.

20           **SECTION 3: AMENDMENT OF SECTION 90-182.**

21           Section 90-182 of the Hemet Municipal Code is amended as shown in Exhibit  
22 “A3” hereto.

23           **SECTION 4: AMENDMENT OF SECTIONS 90-501 AND 90-513.**

24           Sections 90-501 and 90-513 of the Hemet Municipal Code are amended as  
25 shown in Exhibit “A4” hereto.  
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**SECTION 5: AMENDMENT OF ARTICLE XXXI.**

Article XXXI of the Hemet Municipal Code is amended as shown in Exhibit "A5" hereto.

**SECTION 6: CEQA FINDINGS.**

This Ordinance is exempt from the California Environmental Quality Act ("CEQA") under CEQA Guideline 15061(b)(3) because CEQA only applies to projects that have the potential for causing a significant effect on the environment. Where as 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 these sections to Chapter 90 only relates to regulations for various housing types in Hemet. It 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.

**INTRODUCED** at the regular meeting of Hemet City Council on July 23, 2013.

**APPROVED AND ADOPTED** this 13th day of August 2013.

\_\_\_\_\_  
**Robert Youssef, Mayor**

**ATTEST:**

**APPROVED AS TO FORM:**

\_\_\_\_\_  
**Sarah McComas, City Clerk**

\_\_\_\_\_  
**Eric S. Vail, City Attorney**

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

4 I, Sarah McComas, City Clerk of the City of Hemet, do hereby certify that the  
5 foregoing Ordinance was introduced and first read on the 23rd day of July 2013, and  
6 had its second reading at the regular meeting of the Hemet City Council on the 13<sup>th</sup> day  
7 of August, 2013, and was passed by the following vote:

8 **AYES:**

9 **NOES:**

10 **ABSTAIN:**

11 **ABSENT:**

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13 \_\_\_\_\_  
14 Sarah McComas, City Clerk

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**Ordinance Bill No. 13-016**  
**Exhibit A1**

**ARTICLE X SPECIAL HOUSING CLASSIFICATIONS; DIVISION 4. – EMERGENCY SHELTERS**

Sec. 90-301. - Purpose.

Sec. 90-302. – Definition.

Sec. 90-303. – Applicability

Sec. 90-304. – Development and management standards

Sec. 90-305. – Conditions of Denial

Sec. 90-306-310. – Reserved

**Sec. 90-301. - Purpose.**

To establish supplemental development standards for emergency shelters that:

- (a) Ensure that adequate sites to accommodate Emergency Shelters are available.
- (b) Provide regulations for the development, maintenance, and operation of Emergency Shelters.
- (c) Meet the requirements of Section 65583(a)(4) of the California Government Code.
- (d) Contribute to the provision of a variety of housing types in compliance with State law and the General Plan Housing Element.

**Sec. 90-302. – Emergency Shelter Defined**

“Emergency Shelter” shall have the meaning ascribed to it in Government Code Section 65582(d) and Health and Safety Code Section 50801(e), as such sections may be amended from time to time, and which presently define “Emergency Shelter” to mean housing with minimal supportive services for homeless persons that is limited to occupancy of six months or less by a homeless person. No individual or household may be denied emergency shelter because of an inability to pay.

**Sec. 90-303. – Applicability**

To accommodate the City’s Emergency Shelter needs:

- (a) Emergency Shelters shall be permitted in the Commercial-Manufacturing (CM) Zone subject to issuance of a Conditional Use Permit pursuant to HMC section 90-42 and the development and management standards in Section 90-304.
- (b) As of the effective date of this Division, the Emergency Shelter existing in the C-1 zone at 200 E. Menlo Avenue, known as Valley Restart and operated by Valley Restart Shelter, Inc., accommodates the City’s need for emergency shelter pursuant to Government Code Section 65583(a)(4)(C) and 65583(a)(7). This Emergency Shelter is permitted by right and is not required to comply with the Development Standards of this Division unless:
  - (i) the use or building is significantly altered or expanded, as determined by

**Ordinance Bill No. 13-016**

**Exhibit A1**

the Community Development Director;

- (ii) the use is terminated for a continuous 6 month period; or
- (iii) the use regularly exceeds its capacity of 5 single men, 5 single women, and 9 family rooms to house a parent(s) and dependent children.

If either of the forgoing events occur, the existing Emergency Shelter may continue or recommence the use of the same property as an Emergency Shelter by right, but shall be subject to the development and management standards in Section 90-304.

- (c) Emergency shelters shall be subject only to the development and management standards of the underlying zone and the provisions of this article. In the event of an inconsistency, the standards of this article shall prevail.
- (d) Emergency shelters established within the boundaries of the Hemet-Ryan Airport Land Use Compatibility Zones may be subject to review by the Riverside County Airport Land Use Commission in accordance with the adopted Airport Land Use Plan.

**Sec. 90-304. - Development and management standards**

In accordance with the authority granted in Section 65583(a)(4)(C) of the California Government Code, all Emergency Shelters shall comply with the following development and management standards:

- (a) *On-site management.* The Emergency Shelter provider shall prepare and file a management plan with the Community Development Department that includes clear operational rules and standards including, but not limited to staff training, security, screening of clients, mechanisms to address loitering, management of outdoor areas, and opportunities for training, counseling, and treatment programs for residents.
- (b) *Maximum Number of Beds.* The Emergency Shelter shall limit the number of beds available nightly to 35, unless a greater number of beds is allowed as a condition of approval to the use's Conditional Use Permit.
- (c) *Parking.* The Emergency Shelter shall have not less than one space for every four beds available in the Emergency Shelter, plus one space for each staff person.
- (d) *Client Intake Area.* The client intake area shall be not less than 500 square feet in total floor area.
- (e) *Outdoor activity.* For purposes of noise abatement and neighborhood compatibility, outdoor activities on site are limited to the hours of 9:00 am to 9:00 pm.
- (f) *Length of stay.* An Emergency Shelter client may not stay at the facility for more than 180 consecutive days.
- (g) *Location.*
  - (i.) The shelter shall be located at least 1,000 feet, as measured from property line to property line, from another Emergency Shelter.

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**Exhibit A1**

- (ii.) The Emergency Shelter must be located within one half (½) mile of a bus stop or transit station.
- (h) *Lighting.* Adequate external lighting shall be provided for security purposes. The lighting shall be stationary, directed away from adjacent properties and public right-of-ways, and of an intensity that is compatible with the neighborhood.
- (i) *Security.* Parking and outdoor facilities shall be designed to provide security for residents, visitors, and employees. On-site supervisory personnel shall be provided at a minimum ratio of one staff person for every 15 beds during operational hours.
- (j) *Refuse collection.* Refuse collection areas shall conform to the requirements for multiple-family housing in section 90-457.
- (k) *Signage.* Signage identifying the name and address of the facility is required pursuant to sign standards for institutional uses in section 90-1255.
- (l) *Business license.* A city business license is required to operate an Emergency Shelter pursuant to Chapter 18 of the Hemet Municipal Code.
- (m) *Bathroom and laundry facilities.* The Emergency Shelter shall provide sufficient bathroom and laundry facilities pursuant to Chapter 14 of the Hemet Municipal Code.
- (n) *Accessibility.* The shelter must meet Americans with Disabilities Act (ADA) accessibility and adaptability requirements.

**Sec. 90-305. – Findings for Denial**

The City shall not disapprove an Emergency Shelter, or condition approval in a manner that renders the project infeasible for development for an Emergency Shelter, including through the use of design review standards, unless the City makes one or more of the following findings in writing, based upon substantial evidence in the record, as required by Government Code Section 65589.5(d):

- (a) The City has adopted a housing element pursuant to this Article 10.6 of Title 7, Division 1, Chapter 3 of the Government Code and:
  - (1) The housing element has been revised in accordance with Government Code Section 65588;
  - (2) The housing element is in substantial compliance with Article 10.6 of Title 7, Division 1, Chapter 3 of the Government Code; and
  - (3) The City has met or exceeded the need for emergency shelter, as identified pursuant to Government Code Section 65583(a)(7).

Any disapproval or conditional approval shall not be based on any of the reasons prohibited by Government Code Section 65008. Any disapproval or conditional approval pursuant to this paragraph shall be in accordance with applicable law, rule, or standards.

- (b) The Emergency Shelter as proposed would have a specific, adverse impact upon the public health or safety, and there is no feasible method to satisfactorily mitigate or avoid the specific adverse impact without rendering the development of the

**Ordinance Bill No. 13-016**

**Exhibit A1**

Emergency Shelter financially infeasible. As used in this paragraph, a "specific, adverse impact" means a significant, quantifiable, direct, and unavoidable impact, based on objective, identified written public health or safety standards, policies, or conditions as they existed on the date the application was deemed complete. Inconsistency with the zoning ordinance or general plan land use designation shall not constitute a specific, adverse impact upon the public health or safety.

- (c) The denial of the project or imposition of conditions is required in order to comply with specific state or federal law, and there is no feasible method to comply without rendering the development of the emergency shelter financially infeasible.
- (d) The Emergency Shelter is proposed on land zoned for agriculture or resource preservation that is surrounded on at least two sides by land being used for agricultural or resource preservation purposes, or which does not have adequate water or wastewater facilities to serve the project.
- (e) The Emergency Shelter is inconsistent with both the City's zoning ordinance and general plan land use designation as specified in any element of the general plan as it existed on the date the application was deemed complete, and the City has adopted a revised housing element in accordance with Government Code Section 65588 that is in substantial compliance with Article 10.6 of Title 7, Division 1, Chapter 3 of the Government Code..

**Sec. 90-306 - 310. - Reserved.**

**Ordinance Bill No. 13-016**  
**Exhibit A2**

**Notes:**

1. Only the section proposed for amendment is shown below. No other sections in Article XXVI are affected by Ordinance Bill No. 13-016.
2. The proposed additions to the section are shown in underlined red text.

**ARTICLE XXVI COMMERCIAL ZONES**

**Sec. 90-892. – Permitted uses.**

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

COMMERCIAL LAND USE MATRIX						
P=Permitted Use		A=Administrative Use (AUP)		C=Conditionally Permitted Use (CUP)		
X= Not Permitted						
		R-P	O-P	C-1	C-2	C-M
<b>B. Residential Uses</b>						
1.	Bed and breakfast	A	A	A	A	X
2.	Day care facility serving more than six clients	P	P	P	P	P
3.	Group homes and small licensed residential care facilities (see section 90-261 et seq)					
	a. Small licensed residential care facility	P	X	X	X	X
	b. Large group home (10 or fewer residents)	C	C	X	X	X
	c. Large group home (11 or more residents)	C	C	X	X	X
	d. Small group home	A	C	X	X	X
<u>4.</u>	<u>Emergency shelter subject to the requirements of Article X, Division 4. Existing Shelter in C-1 zone pursuant to HMC Section 90-303(b)</u>	<u>X</u>	<u>X</u>	<u>P</u>	<u>X</u>	<u>CUP</u>
45.	Home occupation in an existing single family home subject to the requirements of section 90-72	P	P	P	P	P
56.	Household pets in an existing single-family home including, but not limited to dogs, pot belly pigs, and cats when on the site of an existing residential unit subject to the requirements of section 90-77.	P	P	P	P	P
6.7	Mixed use, an integrated of residential and nonresidential uses on a single site	X	X	C	C	X
78.	Mobile home park, recreational vehicle park, or travel trailer park	X	X	X	X	C
89.	Multiple-family residence subject to the requirements of the R-3 zone development standards	C	X	X	X	X
910.	Rented room, a maximum of one room, within an existing single-family dwelling	P	P	P	P	P
1011.	Single-family residence (existing only) including manufactured housing, prefabricated housing, and mobile homes built after 1986 when installed on permanent foundations and subject to the requirements of subsection 90-315(a)	P	P	P	P	P

**Ordinance Bill No. 13-016**  
**Exhibit A3**

**Notes:**

1. Only the section proposed for amendment is shown below. No other sections in Article VII are affected by Ordinance Bill No. 13-016.
2. The proposed addition to the section is shown in underlined red text.

**ARTICLE VII AGRICULTURAL ZONES**

**Sec. 90-182. – Permitted uses.**

In A zones permitted and conditionally permitted uses shall be as listed within the “Land Use Matrix.” Whenever a business is conducted, even if it is a home occupation, a city business license is required pursuant to chapter 18.

AGRICULTURAL LAND USE MATRIX				
P= Permitted Use    C=Conditionally Permitted Use				
		A	A-1-C	A-2-C
<b>B. Residential Uses</b>				
1.	Bed and breakfast	C	C	C
2.	Family care home (state licensed) for mentally disordered, handicapped, dependent or neglected children, serving up to a maximum of six persons	P	P	P
3.	Family day care facility up to a maximum of 12 clients	P	P	P
<u>4.</u>	<u>Farmworker housing of up to 36 beds or 12 family units as a component of an agricultural use pursuant to Health and Safety Code Sections 17021.6 and 50199.7.</u>	<u>P</u>	<u>P</u>	<u>P</u>
<del>4.</del> <u>5.</u>	Guest house on the same site as an existing single-family home	P	P	P
<del>5.</del> <u>6.</u>	Home occupations subject to the requirements of section 90-72	P	P	P
<del>6.</del> <u>7.</u>	Household pets including, but not limited to dogs, pot belly pigs, and cats (see section 90-77.	P	P	P
<del>7.</del> <u>8.</u>	Mobile homes as a caretaker residence	P	P	P
<del>8.</del> <u>9.</u>	Recreational vehicle park	C	C	C
<del>9.</del> <u>10.</u>	Rented room (one) within an existing single-family dwelling	P	P	P
<del>10.</del> <u>11.</u>	Residential care facility (state licensed) for the elderly serving up to a maximum of six persons	P	P	P
<del>11.</del> <u>12.</u>	Single-family residence dwelling unit including manufactured housing, prefabricated housing, and mobile homes built after 1986 when installed on permanent foundations and subject to the requirements of subsection 90-315(a)	P	P	P
<del>12.</del> <u>13.</u>	Travel trailer park.	C	C	C

**Ordinance Bill No. 13-016  
Exhibit A4**

**Notes:**

1. Only the sections proposed for amendment are shown below. No other sections in Article XVI are affected by Ordinance Bill No. 13-016.
2. The proposed additions to the article are shown in underlined red text and the proposed deletions are shown in ~~red strikethrough~~.

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**ARTICLE XVI. - SLR SMALL LOT RESIDENTIAL ZONE**

**Sec. 90-501. - Purpose.**

The purpose of the SLR zone is to provide for the development of small lot single-family residential subdivisions ~~for senior citizens~~ in a planned neighborhood setting.

*(Ord. No. 1238; Code 1984, § 21900)*

**Sec. 90-513. - Declaration of covenants, conditions and restrictions.**

- (a) A declaration of covenants, conditions and restrictions (CC&R's) shall be prepared by the developer of all SLR projects. The covenants, conditions and restrictions shall be signed and acknowledged by all parties having any record title interest in the property to be developed. The covenants, conditions and restrictions shall be submitted to the city attorney for review and approval, and then shall be recorded prior to the issuance of building permits.
- (b) The covenants, conditions and restrictions ~~shall~~ may restrict occupancy to ~~adults over the age of 55~~ senior citizens in accordance with California Civil Code Section 51.1 et seq. Such senior developments would be identified by the City pursuant to Article XXXI (Senior Housing Designation). Any potential conversion of a senior housing development to a non-senior housing development shall comply with the provisions of Article XVII (Conversions of Senior Housing to Non-Senior Housing).
- (c) Covenants, conditions and restrictions for private alleys shall provide for the effective management, use, repair and maintenance of the alleys.
- (d) Covenants, conditions and restrictions for side yard easements shall:
  - (1) Prohibit the construction of any structures.
  - (2) Define the owner's right to pass to perform normal structure maintenance.
  - (3) Define the adjacent property owner's right to use the easement.
  - (4) Be in effect for the economic life of the project.

*(Ord. No. 1238; Code 1984, § 21912)*

**Secs. 90-514—90-540. - Reserved.**

**Ordinance Bill No. 13-016**  
**Exhibit A5**

**Notes:**

1. The proposed additions to the article are shown in underlined red text and the proposed deletions are shown in ~~red strikethrough~~.
- 

**ARTICLE XXXI. - SENIOR HOUSING ~~OVERLAY ZONE~~ DESIGNATION**

**Sec. 90-1081. - Purposes.**

- (a) To provide a means of designating existing and future senior housing developments for people 55 years and older in the city.
- (b) To promote, protect, and preserve senior housing in the city.
- (c) To continue to attract senior citizens to the city as a desirable place to live.  
(Ord. No. 1592, § 1, 10-13-98)

**Sec. 90-1082. - Permitted uses.**

- (a) Permitted and conditionally permitted uses of the underlying zone.
- (b) Signs per the requirements of Article XXXVI, ~~sections 90-1259 and 90-1280 and~~ Sec. 90-1083.  
(Ord. No. 1592, § 1, 10-13-98)

**Sec. 90-1083. - Minimum requirements for senior developments.**

In order for a development to be designated for seniors 55 years of age and older, it shall meet the minimum requirements of The Fair Housing Act (Title VIII of the Civil Rights Act of 1968, as amended 42, U.S.C. 3601—3619) and the Housing for Older Persons Act of 1995 (Pub. L. 104-76) and/or the California Civil Code Sections 51.11 and 51.12.

(Ord. No. 1592, § 1, 10-13-98)

**Sec. 90-1084. - Applicability.**

Senior housing developments known to the City as defined in Sec. 90-1083 and with recorded covenants, conditions, and restrictions shall be designated on the official zoning map with a (S). Any potential conversion of a senior housing development to a non-senior housing development shall comply with the provisions of Article XVII (Conversions of Senior Housing to Non-Senior Housing.)

**Sec. 90-~~1084~~ 1085. - Enforcement.**

Enforcement of this article shall be on a complaint basis. Once a complaint has been filed, prior to the commencement of enforcement, the city shall require certification by the community Home Owners Association or similar entity, by resolution of the Home Owners Association, of the following:

- (1) That the Home Owner Association has been duly established in accordance with the laws of the state;
- (2) That all property in the community is encumbered by recorded covenants, conditions, and restrictions established in accordance with state law;

**Ordinance Bill No. 13-016**  
**Exhibit A5**

- (3) That the community currently meets the requirements of section 90-1083 of this Code; and,
- (4) That the city has a current list of the Home Owner Association Board members, addresses and phone numbers on file in the Hemet Planning Department.

*(Ord. No. 1592, § 1, 10-13-98)*

**Secs. 90-~~1085~~ 1086—90-1120. - Reserved.**

# Attachment 2

Planning Commission  
Resolution Bill No. 13-006



CITY OF HEMET  
Hemet, California

PLANNING COMMISSION  
RESOLUTION NO. 13-006

A RESOLUTION OF THE PLANNING COMMISSION OF THE CITY OF HEMET, CALIFORNIA, RECOMMENDING THAT THE CITY COUNCIL ADOPT ZONING ORDINANCE BILL NO. 13-001 AMENDING PORTIONS OF HEMET MUNICIPAL CODE CHAPTER 90 (ZONING ORDINANCE) TO DESIGNATE ZONING FOR EMERGENCY SHELTERS AND FARMWORKER HOUSING, TO ESTABLISH SUPPLEMENTAL DEVELOPMENT STANDARDS FOR EMERGENCY SHELTERS, TO REMOVE AGE RESTRICTIONS IN THE SMALL LOT RESIDENTIAL ZONE PURSUANT TO THE REQUIREMENTS OF STATE LAW, AND TO RENAME AND ADD APPLICABILITY GUIDELINES TO THE SENIOR HOUSING OVERLAY ZONE.

**WHEREAS**, pursuant to Government Code sections 65854 and 65855, the Planning Commission has the authority to review and make recommendations to the City Council regarding amendments to the City's zoning ordinance; and

**WHEREAS**, on April 25, 2013, the City gave public notice by publishing notice in the Press Enterprise of the holding of a public hearing at which the amendment to the City's zoning ordinance would be considered; and

**WHEREAS**, on May 7, 2013 and May 21, 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 proposed amendment to the City's zoning ordinance (ZOA13-001) and at which time the Planning Commission considered the proposed amendment to the City's zoning ordinance; and

**WHEREAS**, the City has analyzed this proposed project and has determined that it is exempt from the California Environmental Quality Act ("CEQA") under section 15061(b)(3) of the CEQA Guidelines because it can be seen with certainty that there is no possibility that the activity in question may have a significant effect of the environment; and

**WHEREAS**, attached as Exhibit "A" is the proposed Ordinance.

Planning Commission Resolution No. 13-006  
ZONING ORDINANCE AMENDMENT NO. 13-001  
HOUSING ELEMENT COMPLIANCE

1 **NOW, THEREFORE**, the Planning Commission of the City of Hemet does Resolve,  
2 Determine, Find and Order as follows:

3  
4 **SECTION 1: ENVIRONMENTAL FINDINGS**

5  
6 The Planning Commission, in light of the whole record before it, including but not limited  
7 to, the City's Local CEQA Guidelines and Thresholds of Significance, the direction of  
8 the Planning Commission at its meeting on May 21, 2013 (within the meaning of Public  
9 Resources Code Sections 21080(e) and 21082.2) within the record or provided at the  
10 public hearing of this matter, hereby finds and determines as follows:

11 1. **CEQA:** The City has analyzed this proposed project and has determined that it is  
12 exempt from the California Environmental Quality Act ("CEQA") under section  
13 15061(b)(3) of the CEQA Guidelines, which provides that CEQA only applies to projects  
14 that have the potential for causing a significant effect on the environment. Where as  
15 here, it can be seen with certainty that there is no possibility that the activity in question  
16 may have a significant effect on the environment, the activity is not subject to CEQA.  
17 The amendments to Chapter 90 referenced herein bring the zoning ordinance into  
18 compliance with the General Plan. The proposed text changes do not relate to any  
19 physical project and will not result in any physical change to the environment.  
20 Therefore, it can be seen with certainty that there is no possibility that this Ordinance  
21 may have a significant adverse effect on the environment, and therefore the adoption of  
22 this Ordinance is exempt from CEQA pursuant to Section 15061(b)(3) of the CEQA  
23 Guidelines.  
24

25 **SECTION 2: ZONING ORDINANCE AMENDMENT FINDINGS**

26 Pursuant to Hemet Municipal Code Section 90-41.5(a), the Planning Commission  
27 makes the following findings with respect to zoning ordinance amendment ZOA-13-001:

28 1. *The zoning ordinance amendment is in conformance with the latest adopted general*  
29 *plan for the City.*

30 The proposed zoning ordinance amendment establishes conformance with the latest  
31 adopted general plan for the City by satisfying requirements outlined in General Plan  
32 Chapter 11 (Housing Element) related to emergency shelters, farmworker housing,  
33 and age restricted zoning pursuant to the provisions of State housing element law.

34 2. *The zoning ordinance amendment will protect the public health, safety and welfare.*

35 The proposed zoning ordinance amendment protects the public health, safety and  
36 welfare of residents and the community by designating appropriate zoning districts  
37 for emergency shelters and farmworker housing, instituting supplemental  
38 development guidelines that establish the framework for a clean, safe, and well-  
39 managed emergency shelter facility, eliminating required age restrictions in the

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Planning Commission Resolution No. 13-006  
ZONING ORDINANCE AMENDMENT NO. 13-001  
HOUSING ELEMENT COMPLIANCE

1 Small Lot Residential (SLR) zone that violate State law, and identifying and  
2 designating senior housing communities within the City.

3  
4 **SECTION 3: PLANNING COMMISSION ACTIONS**

5  
6 The Planning Commission hereby takes the following actions:

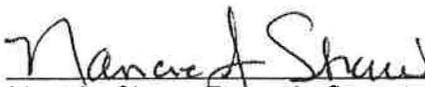
- 7 1. The Planning Commission approves Resolution Bill No. 13-011 recommending  
8 that the City Council adopt the proposed Ordinance which is attached hereto and  
9 incorporated herein by reference as Exhibit "A."

10  
11  
12 **PASSED, APPROVED AND ADOPTED** this 21<sup>st</sup> day of May 2013, by the  
13 following vote:

- 14  
15 **AYES:** Chairman Gifford, Vice Chairman Vasquez and Commissioners Crimeni,  
16 Overmyer and Perciful  
17 **NOES:** None  
18 **ABSTAIN:** None  
19 **ABSENT:** None

20  
21  
22  
23  
24   
25 John Gifford, Chairman  
Hemet Planning Commission

26 **ATTEST:**

27  
28   
29 Nancie Shaw, Records Secretary  
30 Hemet Planning Commission  
31



TO: Honorable Mayor and Members of the Hemet City Council

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

DATE: July 23, 2013

RE: **ZONING ORDINANCE AMENDMENT (ZOA) 13-006 MULTIPLE FAMILY RESIDENTIAL ZONES:** A City-initiated amendment to Article XIII of the Zoning Ordinance (Chapter 90 of the Hemet Municipal Code) regarding the establishment of an R-4 Multi-family zoning designation and various updates to the existing multi-family zoning uses and standards.

**RECOMMENDED ACTION:**

That the City Council:

1. *Introduce, read by title only, and waive further reading of Ordinance Bill No. 13-021, amending Hemet Municipal Code Chapter 90 (Zoning Ordinance) to satisfy State housing element law and bring the zoning ordinance into compliance with the General Plan Housing Element Programs, as recommended by Planning Commission Resolution No. 13-008; and*
2. *Direct staff to file a Notice of Determination with the County Clerk in compliance with the California Environmental Quality Act.*

**BACKGROUND:**

The Hemet General Plan includes a chapter on housing (Chapter 11), also known as the Housing Element. It is the only element of the General Plan that requires updates and certification by the California Department of Housing and Community Development (HCD) every four to eight years, pursuant to a schedule set by the State. HCD certified Hemet's existing Housing Element, (known as Cycle 4 for the period of 2008-2013), on June 28, 2012. In order to obtain HCD certification, the Housing Element was required to contain specific actions the City would take to amend its zoning code and map in compliance with various State housing laws. These amendments to the zoning code are required to be adopted by the City Council prior to submission of the next draft Housing Element to HCD in October 2013, (known as Cycle 5 for the period of 2014-2021).

This proposed ZOA-13-006 is one of two zoning ordinance amendments remaining to be adopted to satisfy compliance with the existing Housing Element. The other ordinance amendment, ZOA-13-001, is also on this Council Agenda. Lastly, a zone change of certain properties to the new R-4 multifamily designation (ZC-13-001) will be before the Council for consideration in August, 2013. The adoption of these final actions by the City Council will fulfill the City's obligations under the existing Housing Element, and allow the staff to submit the draft of the updated Cycle 5 Housing Element to the State HCD for review prior to the October 15, 2013 deadline.

## **DESCRIPTION OF PROPOSED ORDINANCE AMENDMENT**

The proposed ordinance amendment essentially accomplishes the following actions in compliance with State law and the Housing Element:

- Establishes the R-4 multi-family residential zone to accommodate the General Plan High Density Residential (18.1-30 du/ac) and the Very High Density Residential designation (30.1 - 45 du/ac); and
- Amends the multi-family zoning district regulations and development standards to remove conditional use permit requirements in multifamily zones to allow multi-family housing "by right".

In addition to the changes required by the Housing Element, staff has also taken the opportunity to update the multiple family zone to be consistent with best practices in a number of other surrounding cities. The updates to the zoning code include minor modifications that are in line with multiple family zoning in the Inland Empire. Staff analyzed seven (7) Inland Empire cities that include Temecula, Corona, San Jacinto, Riverside, Beaumont, Wildomar and Murrieta, and included comparable requirements and best practices.

Staff has also added a new Section 90-387 regarding Senior Housing development standards in order to encourage the continuation of senior housing developments in the City by tailoring certain development standards to better suit the needs of seniors. The proposed ordinance (Attachment 1) and a "red-lined" version of the changes in the context of the existing ordinance (Attachment 2) are attached for review.

In order for the City to comply with the State mandated Regional Housing Needs Assessment (RHNA) for the potential number of residential units that could be constructed within the city in accordance with specified income categories, the General Plan and the Zoning Code were required to incorporate a higher density residential classification.

The existing Municipal Code (Article XIII) includes two multiple family zones, the R-2 (density up to 8 du/ac) and the R-3 (density up to 25 du/ac), that provide for multiple family uses. The newly adopted General Plan provides two residential land use designations with maximum density ranges over the City's current Zoning code. The High Density Residential (18.1-30 du/ac) and the Very High Density Residential (30.1-45.0 du/ac) land use designations that cannot be fully achieved under the City's current zone density limitations. In compliance with the State HCD's directive under the Housing Element, staff has prepared modifications to the Multiple Family Zoning to include a new R-4 zone that provides the necessary density range equivalent for the higher density General Plan residential land use designations. The newly proposed R-4 zone will meet the requirements of Program H-3a of the City's Housing Element.

Recent changes to State Housing law also required the removal of the City's requirement conditional use permits for multi-family housing in multifamily zones. As such, the proposed ordinance removes the requirement for conditional use permits for multifamily projects in all multiple family zones. However, multiple family projects will be required to submit a Site Development Review (SDR) application for design review and consistency with the Zoning Code, General Plan, and Multiple Family Residential Design Guidelines. These applications will be reviewed by the Planning Commission, but must be limited to the site and architectural design aspects.

## **CONCLUSION**

The main purpose of the proposed zone text amendment is to comply with State housing mandates prior to the deadline for submittal of the Cycle 5 Housing Element to the State. The ramifications of not complying with the statutory deadline could be onerous. The City would fall out of the 8-year cycle for preparation of its housing element and would be required to submit an updated document every four years, which is time consuming, expensive, and potentially controversial for the community. Additionally, the City's Cycle 4 Regional Housing Needs Allocation (RHNA) of affordable housing units/sites would be added to the Cycle 5 allocation instead of being considered met. The Cycle 4 RHNA allocation is substantially higher than the Cycle 5 allocation and it would not be in the City's best interest to carry it over into the next planning period of 2014-2021. Most importantly, the City would not be eligible for State certification of its Housing Element, rendering the General Plan out of compliance, which potentially creates significant legal ramifications and renders the City ineligible for most State and federal grants regardless of funding source or proposed use.

## **COORDINATION AND PUBLIC REVIEW**

On June 4, 2013, a duly noticed public hearing was held before the Planning Commission regarding the proposed zoning ordinance amendment. After discussion and public testimony, the Commission recommended the incorporation of some minor clarifications to the proposed text of the ordinance, and unanimously recommended its adoption to the City Council. The Planning Commission's Resolution No. 13-008 recommending adoption is included as Attachment 2.

Because the proposed ordinance amendment is a legislative action that could potentially affect future land uses within the boundaries of the Influence Area of the Hemet-Ryan Airport Land Use Plan, the ordinance was required to be submitted for review to the Riverside County Airport Land Use Commission (ALUC). On July 11, 2013, the ALUC held a duly noticed public hearing on the proposed ordinance and unanimously found the ordinance amendment to be consistent with the Hemet-Ryan Airport Land Use Plan.

## **CONSISTENCY WITH ADOPTED GOALS, PLANS, AND PROGRAMS**

The main purpose of the proposed amendment is to comply with provisions outlined in State law and the Housing Element of the General Plan. With adoption of ZOA13-006, compliance is achieved with Housing Element Program H-3a and H-3f which, among other things, requires that the City's zoning ordinance be amended to establish zoning that accommodates the General Plan High and Very High Density Residential designations and requires the removal of conditional use permits for apartments in multifamily zones.

## **CEQA REVIEW AND COMPLIANCE**

On January 24, 2012, the City Council certified a Final Environmental Impact Report (FEIR) for the City's comprehensive General Plan Update. Staff has determined that the proposed zone ordinance amendments are consistent with the analysis previously addressed in the EIR and, therefore, the project is exempt from further review pursuant to Section 15162 and Section 15168 of the State Guidelines for Implementing CEQA. A Notice of Exemption will be filed with the County of Riverside Clerk and Recorder upon final action by the City Council.

**FISCAL IMPACT:**

There is no direct fiscal impact resulting from the adoption and implementation of ZOA13-006.

Respectfully submitted,



Deanna Elliano  
Community Development Director

**Attachments:**

1. City Council Ordinance Bill No. 13-021 – Amended Article XIII (Multiple Family Zones)
2. Planning Commission Resolution No. 13-008 recommending adoption of ZOA-13-006
3. Red-lined version of amendments to existing Article XIII (Multiple Family Zones)

# **Attachment No. 1**

**City Council Ordinance Bill  
No. 13-021**

**City Council Meeting of  
July 23, 2013**



**CITY OF HEMET  
Hemet, California**

**ORDINANCE BILL NO. 13-021**

**AN ORDINANCE OF THE CITY COUNCIL OF THE CITY OF  
HEMET, CALIFORNIA, ADOPTING ORDINANCE AMENDMENT  
NO. 13-006 AMENDING ARTICLE XIII "MULTIPLE-FAMILY  
ZONES" OF CHAPTER 90 OF THE HEMET MUNICIPAL CODE.**

**WHEREAS**, on January 24, 2012 City Council adopted Resolution No. 4476 approving a comprehensive update to the Hemet General Plan; and

**WHEREAS**, on May 22, 2012 City Council adopted Resolution Nos. 4501 and 4502 amending Chapter 11 (Housing Element) of the General Plan to ensure its certification by the California Department of Housing and Community Development (HCD); and

**WHEREAS**, HCD certified the City's Housing Element on June 28, 2012; and

**WHEREAS**, the certified Housing Element contains goals, policies, and programs that provide the framework for compliance with State housing element law (California Government Code Section 65580); and

**WHEREAS**, Program H-3a and H-3f of the certified Housing Element requires the creation of a Very High Density Residential Zone (R-4) and the removal of a conditional use permit requirement for multifamily, which will then be permitted in one or more zoning districts by right; and

**WHEREAS**, since it has been several years since the last comprehensive update to the City's Multifamily Zones, a complete update in accordance with current best practices was incorporated into the zoning text amendment; and

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**CITY OF HEMET ORDINANCE BILL NO. 13-021  
MULTIPLE FAMILY ZONES**



1 **SECTION 4: EFFECTIVE DATE.**

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

4 **SECTION 6: PUBLICATION.**

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

11  
12 **INTRODUCED** at the regular meeting of the Hemet City Council on July 23, 2013.

13  
14 **APPROVED AND ADOPTED** this 23<sup>rd</sup> day of July, 2013.

15  
16  
17 \_\_\_\_\_  
18 **Robert Youssef, Mayor**

19 **ATTEST:**

**APPROVED AS TO FORM:**

20  
21 \_\_\_\_\_  
22 **Sarah McComas, City Clerk**

23 \_\_\_\_\_  
24 **Eric S. Vail, City Attorney**

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

4 I, Sarah McComas, City Clerk of the City of Hemet, do hereby certify that the  
5 foregoing Ordinance was introduced and first read on the 23<sup>rd</sup> day of July 2013, and  
6 had its second reading at the regular meeting of the Hemet City Council on the 13<sup>th</sup> day  
7 of August, 2013, and was passed by the following vote:

8 **AYES:**

9 **NOES:**

10 **ABSTAIN:**

11 **ABSENT:**

12

13

Sarah McComas, City Clerk

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CITY OF HEMET ORDINANCE BILL NO. 13-021  
MULTIPLE FAMILY ZONES

## EXHIBIT A

### ARTICLE XIII. - MULTIPLE-FAMILY ZONES

Sec. 90-381. - Purposes.

Sec. 90-382. - Zones established.

Sec. 90-383. - Permitted uses.

Sec. 90-384. - Reserved.

Sec. 90-385. - General requirements.

Sec. 90-386. - Site development requirements.

Sec. 90-387 – Senior residential projects.

Secs.90-388—90-420. - Reserved.

#### **Sec. 90-381. - Purposes.**

- (a) The multiple-family zones provide areas for low-medium to very high density residential uses with a variety of housing types where adequate public facilities and services exist with the capacity to serve development. Commonly maintained on-site recreational facilities and open space are typically required to serve the more concentrated residential population.
- (b) The multiple family zones implement the low medium density to very high density residential designations of the General Plan. The designations provide for multiple family housing with allowable densities that range from 5 to 45 dwelling units per acre.

#### **Sec. 90-382. – Zones Established**

- (a) ***R-2 (Low-Medium Density) zone:*** Provides for the development of low to medium density multiple-family residential uses with density not-to-exceed 8 dwelling units per acre. Typical housing units may include detached or attached single family homes, duplexes, or other low-medium density housing types. The R-2 zone is consistent with the Low Medium Density Residential (LMDR) designation of the General Plan.
- (b) ***R-3 (Medium-High Density) zone:*** Provides for the development of medium to high density multiple-family residential uses with density not-to-exceed 25 dwelling units per acre. Typical housing units may include townhouse, condominiums, cluster development, apartments, or residential care facilities. R-3 development is typically located near commercial nodes, school sites, parks, and other activity centers. The R-3

zone is consistent with the Medium Density Residential (MDR) and High Density Residential (HDR) designations of the General Plan.

- (c) **R-4 (Very High Density) zone:** Provides for the development of high to very high density multiple-family residential uses with density not-to-exceed 45 dwelling units per acre. Typical housing units may include townhouses, condominiums, apartments, or residential care facilities that integrate functionally and aesthetically with nearby transit-corridors, commercial centers, parks, bike trails, and other transportation and recreational systems. The R-4 zone is consistent with the Very High Density Residential (VHDR) designation of the General Plan.

(Ord. No. 1552, § 2, 1-28-97)

**Sec. 90-383. - Permitted uses.**

In the R-2, R-3 and R-4 zones, permitted and conditionally permitted uses shall be as listed within the "Land Use Matrix.

MULTIPLE-FAMILY RESIDENTIAL LAND USE MATRIX					
X=Not Permitted Use    P=Permitted Use    C=Conditionally Permitted Use (CUP)					
A=Administrative Use (AUP)    SGHP=Small Group Home Permit					
ZONE					REFERENCE
	R-2	R-3	R-4		Additional or Explanatory Regulations or Requirements
<b>A.</b>	<b>Residential Uses</b>				
1.	Accessory Dwelling Unit	P	P	P	
2.	Mobile Home Parks	C	X	X	Article XX and Title 25 of the California Government Code
3.	Multi-Family Housing including duplexes, condominiums, apartments, or similar residential units*				
	a. Senior	P	P	P	90-387 and 90-1081
	b. Two family dwellings	P	P	X	
	c. Multiple family dwellings	P	P	P	
4.	Single-Family detached condominiums	P	P	X	

5.	Single-Family Homes	P	P	X	
<b>B.</b>	<b>Residential - Other</b>				
1.	Home occupations	P	P	P	90-72
2.	Animal keeping	P	P	P	90-77
3.	Residential Accessory Uses and Structures	P	P	P	90-386
<b>C.</b>	<b>Care Uses</b>				
1.	Assisted Living Facility	C	C	C	
2.	Boarding houses or Congregate Care Facilities	C	C	X	Section 90-261
3.	Child or Adult Day Care Facility	C	C	C	
4.	Group Homes and Small Licensed Care Facilities				
	a. Small, licensed residential care facilities	P	P	X	Article X
	b. Large group homes (10 or fewer occupants)	A	A	X	Article X
	c. Large group homes (11 or more occupants)	C	C	X	Article X
	d. Small group home	SGHP	SGHP	X	Article X
<b>D.</b>	<b>Education, Public Assembly, and Recreation uses</b>				
1.	Auditoriums, Meeting Halls, and Conference Facilities - Public and Private	C	C	C	
2.	Churches, places of worship	C	C	C	
3.	Commercial recreation facilities	C	C	C	
	a. Indoor	X	C	C	
	b. Outdoor (golf courses, lawn bowling, basketball courts)	C	C	C	
4.	Community Centers	C	C	C	
5.	Cultural institutions	C	C	C	
6.	Educational facilities - private and public				
	a. Academic (Grades K-12)	C	C	C	
	b. Colleges/Universities	C	C	C	
	c. Commercial schools	C	C	C	
7.	Libraries and museums	C	C	C	
8.	Parks				
	a. Active	P	P	P	
	b. Passive	P	P	P	
<b>E.</b>	<b>Service Uses</b>				

1.	Health and Fitness Centers				
	a. Small - 2,000 sq. ft. or less	P	P	P	
	b. Large - Over 2,000 sq. ft.	X	X	X	
2.	Lodging				
	a. Bed and Breakfast Inns	C	C	C	
	b. Motels and Hotels	X	X	X	90-898
<b>F.</b>	<b>Transportation, Communication, and Infrastructure Uses</b>				
1.	Parking Facilities	P	P	P	Article XL
2.	Satellite dish antennas	P	P	P	
3.	Solar Energy Systems (non-commercial) (serving the development)	P	P	P	
4.	Transit Stop Shelter	P	P	P	
5.	Utility facility	C	C	C	
6.	Wireless Telecommunication Facility				
	a. Minor Facility	C	C	C	Article XLVI
	b. Major Facility	X	X	X	Article XLVI
<b>G.</b>	<b>Government Uses</b>				
1.	Government Facilities	C	C	C	
2.	Public Safety Facility	C	C	C	

(Ord. No. 1552, § 2, 1-28-97; Ord. No. 1622, § 1, 5-23-00; Ord. No. 1657, § 1, 2-12-02; Ord. No. 1684, § § 1—5, 5-27-03; Ord. No. 1782, § 1(Exh. A), 7-10-07; Ord. No. 1798, § 2(c)(Exh. C), 5-27-08; Ord. No. 1852, § 4(Exh. C), 6-12-12)

**Sec. 90-384. - Reserved.**

**Sec. 90-385. - General requirements.**

(a) No person shall construct any multiple family building or structure, or relocate, rebuild or significantly enlarge or modify any existing multiple family building or structure, until a Site Development Review Plan to review the site design and architecture has been approved by the Community Development Director or Planning Commission pursuant to Article XLI.

(b) All multiple family development projects shall comply with the adopted City's Design Guidelines for Multiple Family Residential uses.

- (c) Prior to the construction of any building or structure a building permit shall be required in accordance with the latest city-adopted California Building Code, and shall meet all Hemet Municipal Code and applicable State and Federal Code requirements.
- (d) Developments projects established within the boundaries of the Hemet-Ryan Airport Land Compatibility Zones shall be in accordance with the adopted Airport Land Use Plan.
- (e) Whenever a commercial or rental unit business is conducted, a city business license is required pursuant to Chapter 18 of the Hemet Municipal Code. The owners or agent of all existing and proposed rental units shall be required to register with the City as a non-owner occupied residential rental unit.
- (f) The following are minimum requirements, unless otherwise noted, and shall apply to all land, buildings, and structures in their respective zones. All area dimensions are in square feet, unless otherwise noted. All linear dimensions are in feet, unless otherwise noted.

<b>A. MULTIPLE-FAMILY ZONE MINIMUM DEVELOPMENT STANDARDS</b>				
	<b>ZONE</b>	<b>R-2</b>	<b>R-3</b>	<b>R-4</b>
1.	Density (maximum units/gross acre)	8	25	45
2.	Net lot area	6,000	1 acre	2 acres
4.	Lot width	60	100	100
5.	Lot depth	100	150	150
6.	Front yard setback to a building or structure other than a garage or carport	20	25	25
7.	Front yard setback to a garage or carport	25	25	25
8.	Rear yard setback*	One story = 10 feet Two story = 15 feet	One story = 10 feet Two story = 20 feet Three story = 30 feet	One story = 10 feet Two story = 20 feet Three story or more = 50 feet
9.	Side yard setback*			
	a. Interior side, corner and reverse corner	5 feet for each story	5 feet for each story	5 feet for each story
	b. Street side	10 Landscaped	15 Landscaped	15 Landscaped
10.	Lot coverage (15 percent of the remaining	50	60	60

	area shall be in live landscaping)			
11.	Building Separation (primary structures and accessory buildings)	See Section 90-386(e)	See Section 90-386(e)	See Section 90-386(e)
12.	Habitable building and structure height (see section 90-386 C. for exceptions) Structures within the boundaries of the Hemet Ryan Airport Land Use Plan may be limited in height or require review by the ALUC.	30 (two stories)	45 (three stories)	55 (four stories)
13.	Floor area (interior)			
	a. Studio	550 sq. ft.	550 sq. ft.	550 sq. ft.
	b. One bedroom	700 sq. ft.	700 sq. ft.	700 sq. ft.
	c. Two bedroom	850 sq. ft.	850 sq. ft.	850 sq. ft.
	d. Three bedroom	1,000 sq. ft.	1,000 sq. ft.	1,000 sq. ft.
14.	Parking required	See Article XL	See Article XL	See Article XL
15.	Signing permitted	See Article XXXV	See Article XXXV	See Article XXXV
16.	Open space			
	a. Common	250 sq. ft.	250 sq. ft.	250 sq. ft.
	b. Private	100 - 150 sq. ft. (see Section 90-386(f)(1)b.1)	100 - 150 sq. ft. (see Section 90-386(f)(1)b.1)	100 - 150 sq. ft. (see Section 90-386(f)(1)b.1)
17.	Landscaping	See Section 90-386(f)(2)	See Section 90-386(f)(2)	See Section 90-386(f)(2)

\*Additional setbacks may be required per Section 90-386(i) and (j)

(Ord. No. 1552, § 2, 1-28-97; Ord. No. 1581, § 2, 2-24-98)

## **Sec. 90-386. - Site development requirements.**

### **(a) Measurement of yards.**

- (1) A required yard or other open space around an existing or proposed building shall not be used to meet a required yard or other open space for any other building on an adjoining lot or building site.
- (2) Garage doors shall not, when open or being opened, project beyond any lot line.

### **(b) Building projections into yards.**

- (1) Cornices, eaves, belt courses, sills, canopies, chimneys, bay windows or other similar architectural features may extend or project into a required yard of the zone up to two (2) feet, six (6) inches. In no case shall the projection be closer than three (3) feet from another structure or property line.
- (2) Open, unenclosed porches, platforms or landing places not covered by a roof or canopy, which do not extend above the level of the first floor of the building, may

extend or project into any required front, side or rear yard, or into a court, six (6) feet. A 42-inch high openwork railing may be installed or constructed on any such porch, platform or landing space.

- (3) Open, unenclosed stairways or balconies, not covered by a roof or canopy, may extend or project into a required rear yard three (3) feet, and such balconies or stairway may extend into a required front yard not more than the required exit dimension. In no case shall the projection be closer than three (3) feet from another structure or property line.
- (4) Fire escapes may extend or project into any required yard four (4) feet; provided however, that at least a three (3) feet clearance to the property line is maintained.
- (5) The director may allow additions to an existing, legally constructed structure, sited in accordance with the laws and setbacks in effect at the time of the construction, within the currently required front, side, and/or rear setback. The building addition or the sum of all additions shall not exceed 50 percent of the floor area of the original structure. For additions in the front yard, the building shall occupy no more than 25 percent of the lineal frontage of the existing building. The director shall deny any addition when it has been determined to be harmful to the health and safety of the resident or the area. In no case shall any addition be closer than 15 feet to the ultimate street right-of-way. The addition shall not exceed the coverage requirements of the zone.

(c) **Height exceptions.** Structures permitted above a specified height limit may be erected as follows: Structures or walls for the housing of elevators, stairways, tanks, ventilating fans or similar structures, skylights, towers, steeples, flagpoles, chimneys, smokestacks, wireless masts, radio and television masts, water tanks, silos or similar structures, provided that no roof structure, as listed in this subsection, or any space above the height limit specifically prescribed for particular zones, shall be allowed or used for the purpose of providing usable floor space in excess of that reasonably required to maintain such structures and shall not be used for signage. The maximum area that can utilize the height exception is limited to ten (10) percent of the roof area.

(d) **Accessory buildings.**

- (1) Accessory structures shall meet the required setbacks of the zone in which they are located. Except that, accessory structures less than 120 square feet in area and less than eight feet in height which are not permanently affixed to the ground may be located as close as three feet to interior side or rear property lines. In no

instance shall any accessory structure be placed closer to the front property line than the principal structure.

- (2) The total area of all accessory structures shall not exceed 50 percent of the floor area of the principal structure. Except that, on lots larger than one acre, accessory structures may be constructed in excess of 50 percent of the principal structure upon review by the Community Development Director.
- (3) Accessory structures shall not exceed the height of the principal structure.
- (4) Accessory structures shall be architecturally compatible with the principal structure, except that:
  - a. For accessory structures under 120 square feet, compatibility shall be limited to the structures' primary color;
  - b. For accessory structures over 120 square feet, compatibility shall include the structures' primary color and construction materials; and
  - c. For portable carports and/or RV covers, compatibility shall be limited to the structures' primary color.
- (5) Where Community Development Director review is required, the Community Development Director shall review the project and shall either approve it as submitted, approve it subject to conditions, or deny it based on the following criteria. The accessory structure: a) is otherwise consistent with the regulations of the zone in which it is located; b) is not detrimental to the public health, safety and welfare particularly that of adjacent properties; and c) does not detract from the residential character of the surrounding neighborhood.
- (6) All accessory structures shall be screened to the maximum intent possible with landscaping, fencing, or combination thereof, so as to minimize visual impacts from adjacent rights-of-way and from adjoining properties.

(e) **Placement of buildings in the R-2, R-3 and R-4 zones.** Placement of buildings shall be as prescribed in section 90-385, except that there shall be a minimum distance between buildings as follows:

Minimum Distance Between Buildings (in feet)			
Adjacent Condition	Stories In Structure		
	1 story to 1 story	1 story to 2 stories	1 story to 3 stories
Wall to wall	10	10	10

Wall to window	10	15	15
Window to window	15	15	20
Patio or Balcony	15	15	20

(f) **Open space and recreational facilities in the R-2, R-3 and R-4 zones.** The following minimum open space and recreational facility requirements shall apply:

(1) **Required area.** Each new apartment project of three or more units shall provide the following usable open space; which shall be exclusive of the front yard setback:

a. *Common open space.*

1. A minimum of 250 square feet of common open space shall be provided for each dwelling unit. Common open space shall have no dimension less than 25 feet. A minimum of 1,000 square feet of common open space shall be required for any project. Common open space shall be planned and located so that the maximum number of units derives benefit by being adjacent to common open space areas.
2. The design and orientation of open space shall be oriented to take advantage of available sunlight and should be sheltered from the noise and traffic of adjacent streets.

b. *Private open space.*

1. Generally. An average of 125 square feet of private open space shall be provided per unit, with a minimum dimension of seven feet. The following minimum private open space shall be provided for each unit type:
  - i. One-bedroom or studio: 100 square feet.
  - ii. Two or more-bedroom: 150 square feet.
2. *Ground floor space.* The patio area shall be completely enclosed on all sides by a minimum 42-inch up to a six-foot high decorative fence or masonry wall.
3. *Above ground floor space.* Private balconies or lanais shall have at least one exterior side open above railing height.

(2) *Minimum open space improvements.* The common open space shall be improved as indicated in this subsection:

Common Open Space Development Standards					
Minimum Open Space/Improvement	Number of Units in Development				
	3–25	26–50	51–100	100-200	200 or more
Landscaping with automatic sprinklers	Yes	Yes	Yes	Yes	Yes
Trees per dwelling unit (at least one-third up to one-half of the trees shall be in the open areas. Trees shall be a mix of 24-inch box and 15-gallon size)	1.00	1.25	1.50	1.50	1.75
Walkways (at least five (5) feet wide, curvilinear preferred)	Yes	Yes	Yes	Yes	Yes
Sitting areas (shall be located adjacent to walkways and shaded by trees and/or shade facility)	Yes	Yes	Yes	Yes	Yes
Shade facilities (minimum of ten (10) feet by ten (10) feet)	Yes	Yes	Yes	Yes	Yes
Barbecue facilities (at a rate of one (1) grill or pit per ten (10) units)	Yes	Yes	Yes	Yes	Yes
Court areas including, but not limited to basketball (full or half) and tennis courts, shuffleboard, horseshoe pits, putting greens and spas	N/A	N/A	Yes	Yes	Yes
Children's play area including, but not limited to swings, slides and bars	N/A	Yes	Yes	Yes	Yes
Pool areas	N/A	N/A	N/A	a	b
Recreation building	N/A	N/A	N/A	c	c

Footnotes:

- a. *At least one-third of the common open space shall be in one or more pool areas, with the pool area having no dimension less than 75 feet.*
- b. *At least one-half of the common open space shall be in one or more pool areas, with the pool area having no dimension less than 100 feet.*
- c. *Recreational buildings are optional, and may be located in the common open space areas. The buildings will be a minimum of 1,000 square feet in size, up to a maximum of 2,500 square feet. Total square footage of all buildings shall not exceed ten percent of the required common open space, or 7,500 square feet, whichever is smaller. If recreational buildings are proposed, the amount of required common open space may be reduced by two square feet for every one square foot of building provided.*

(3) **Adjustments.** The director may adjustment the type of facilities required when alternate facilities provide specific benefit to the type of occupancy anticipated.

(g) **Parking in the R-3 and R-4 zones, except for parking lots.** The following minimum requirements for parking shall apply:

- (1) No offstreet parking area shall be located facing or adjacent to a required front yard, except for the placement of residential garages and driveways.
- (2) Parking is discouraged adjacent to a side street frontage, however if parking is placed adjacent to a side street frontage, trees, shrubs, and berms shall be installed in sufficient quantity and size to visually screen vehicles and carport or garage structures.

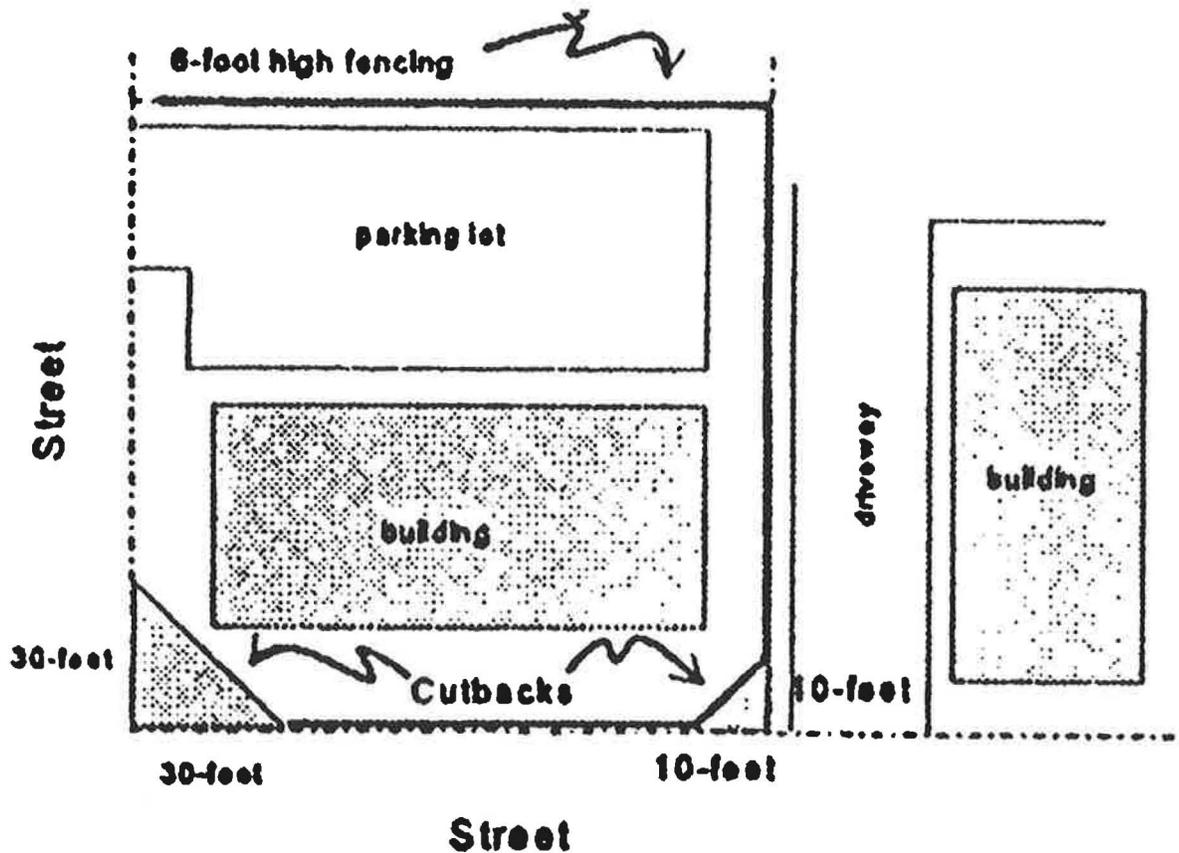
(h) **Service and refuse areas.** All service areas, refuse collection areas and trash bins shall conform with the setback requirements and shall be completely screened by a solid fence or wall, or shall be enclosed within a building in accordance with the adopted standards of the city.

(i) **Walls, fencing, screening and landscaping.** This section provides for the regulation of location and height of walls, fencing, screening and landscaping so as to allow the enjoyment of the use of property and for the safety of persons using sidewalks and streets related to the property.

(1) **Fencing generally.** Walls, fences, screening and hedge planting up to a maximum of six feet in height from the highest finished grade may be permitted in any required yard, or along the edge of any yard.

- a. Walls, fences, screening or hedge plantings in any required front yard shall be a maximum of 42 inches in height when measured from the adjacent sidewalk or street, unless expressly permitted by other applicable sections of this chapter.

- b. A wall, fence or hedge up to six feet in height may be located parallel to the edge of the sidewalk on the street side yard adjacent to the lot, whether the sidewalk area is monolithic or has a planted parkway.
- c. On corner lots the corner cutback area shall be free and clear of visual obstructions in excess of 42 inches in height. The corner cutback shall be defined by a line on a horizontal plane connecting two points along the front and street side property lines and forming a triangle. These points shall be measured 30 feet back from the intersection of the prolongation of the front and street side property lines.
- d. On lots where the driveway is adjacent to the rear yard of a neighboring lot the corner cutback area shall be free and clear of visual obstructions in excess of 42 inches in height. The cutback lines shall be determined by measuring from the projection of the coterminous front and rear property line ten feet along the inside edge of the sidewalk and ten feet back from the street connecting the two points forming a 45-degree triangle.



#### Corner Cutback Lines

- (2) *Wall and landscape buffer for yards adjoining certain uses.* When a site adjoins a single-family zone, or a site general planned for low density single-family use, a solid masonry wall six feet in height shall be located adjoining the property line, except adjoining a required front yard; and an area at least five feet in depth adjoining the property line shall be landscaped with live plant material, including trees. Where a carport or garage is placed within three feet of a property line adjoining a single-family zone or a site general planned for low density single-family use, no landscaped buffer is required.
- (3) *Block walls.* Block walls or opaque fencing or landscaping materials used for screening purposes shall not be placed within any required front yard or street side yards. Block walls or opaque fencing may be used in other locations.
- (4) *Swimming pool fencing.* Swimming pools shall be entirely enclosed by buildings, fences or walls. The fence or wall shall be at least a minimum of five feet above

grade level immediately adjacent thereto, and shall be equipped with self-latching gates or doors, with the latching device not less than four feet above the ground. Prior to filling the pool the required fencing must be in place and approved by the city building department.

- (5) *Security fencing.* Nothing in this section shall be deemed to set aside or reduce the requirements established for security fencing by either local, state or federal law, or by safety requirements of the board of education. A fence or wall shall be constructed along the perimeter of all areas considered by the director to be dangerous to the public health and safety. The height of fence or wall in excess of six feet in height shall be as determined by the director in relation to the danger or hazard involved. Such fence or wall may be required when a use requires a permit, or at the discretion of the director, according to the danger or hazard involved.
  
- (6) For multiple-family or high density developments such as duplexes, apartments, condominiums, mobile home parks, convalescent homes or similar residential uses, perimeter fencing may be permitted within yard setbacks up to a maximum of six feet in height. Greater fence heights for security reasons may be allowed when the fencing is for security reasons and meet the requirements of section 90-385(i)(5). In all cases the following requirements shall be met:
  - a. There shall be at least eight units.
  
  - b. Fencing shall be wrought iron, tubular steel, or similar materials in combination with masonry no higher than 42 inches in height and wrought iron designed and located in a manner which does not hinder surveillance activities of the police.
  
  - c. The color of wrought iron shall be either black, white or beige. Any other color requires approval by the director.
  
  - d. Pilasters shall be up to 18 inches square, and the distance between pilasters shall be at least eight feet edge to edge for the main run of the fence.
  
  - e. Gates shall provide emergency access with the installation of a Knox box system or other similar method approved by the fire department.

- f. Access shall be provided for essential city services, including but not limited to refuse pickup.
- g. A means of access to visitor parking spaces, such as call boxes, shall be provided to the public.
- h. Intersection and driveway visibility is maintained by limiting opaque fencing, including pilasters, to 42 inches in height within cutback areas.
- i. Adequate area for vehicle stacking at the entrance(s) and exit(s) of the development shall be provided and approved by the city traffic engineer.
- j. Concertina, razor, barbed wire, electrified or chainlink materials are expressly prohibited.
- k. A minimum of five feet of live landscaping shall be planted between the curb and fence line (i.e., within the parkway), to soften the appearance of the fence.
- l. Fencing constructed in accordance with this section shall obtain appropriate building permits and inspections. Plans shall be submitted to the building department for review and approval by all affected departments prior to the issuance of permits. The project shall meet applicable requirements of the I.C.B.O. Uniform Building Code, Uniform Fire Code, and related codes.

(7) *For recreational vehicle storage.* Fences for recreational vehicle storage shall be six-foot solid walls (no wood permitted). An additional five feet of fence height may be permitted, consisting of chainlink or wire or any combination thereof, placed on top of the solid wall but not exceeding a total height of 11 feet.

(8) *Landscaping.* Where landscaping is required by this chapter, it shall consist predominantly of plant materials, except for necessary walks and drives. Planted areas, where prescribed, shall be landscaped exclusively with live plant materials. Required landscaping shall be installed in accord with landscaping standards approved by the planning commission, and shall be of types and sizes prescribed in the standards. All screening and landscaping shall be permanently maintained in an orderly condition. Plant materials shall be watered, weeded, pruned and replaced as necessary to screen or ornament the site.

- (1) When a church, school or college, or public facilities are adjacent to an A or R zone a solid six-foot masonry wall shall be constructed on the adjoining A or R zone property line. A ten-foot landscaped area adjacent to the wall shall also be installed and maintained on the church side of the wall. The landscaping shall consist of plant material, including a minimum 15-gallon evergreen trees planted on 20-foot centers.
- (j) *Buffer with adjacent uses.* All multi-family projects shall provide adequate buffering to adjoining or adjacent uses. This can be accomplished through implementation of the following:
- (1) Grade levels shall be maintained at an equal or lower level than adjacent uses unless there are unique topographical features.
  - (2) When adjoining a single family residential use a minimum landscape setback of 20 feet in addition to the five feet per story required under section 90-385.
  - (3) When the adjacent land use is other than single family residential, the minimum landscape setback shall be ten feet in addition to the five-foot per story required under section 90-385 of the zoning ordinance.
- (k) *Lighting.* All on-site lighting shall be shielded to prevent off-site glare.
- (1) All outdoor lighting shall be designed to illuminate uses, while minimizing light trespass into neighboring areas.
  - (2) The candlepower of outdoor lighting shall be the minimum required for safety purposes.
  - (3) Light for safety purposes shall be provided at entryways, along walkways, between buildings, and within parking areas.
  - (4) All lights shall be directed, oriented, and shielded downward to prevent light from shining onto adjacent properties, onto public rights-of-way, and into driveway areas in a manner that would obstruct drivers' vision.
  - (5) Light sources shall not be located in required buffer areas, except those required to illuminate pedestrian walkways.

(l) *Laundry facilities.* Common laundry facilities shall be provided for multi-family projects, unless provided in individual units, at a minimum ratio of one washing machine/dryer for every ten units. Laundry facilities shall be located on each floor unless elevators are provided.

(m) *Accessory dwelling units - including "granny flats" and "second units".* Accessory dwelling units shall be permitted in R-2, R-3 and R-4 zones subject to the following procedures and criteria.

(1) *Procedures.* An accessory dwelling unit:

- a. Shall be permitted ministerially without discretionary review; and
- b. Shall be approved only if the unit meets all of the criteria listed in subsection 90-386(l)(2).

(2) *Criteria.* An accessory dwelling unit shall meet all of the following criteria.

- a. An accessory dwelling unit shall only be located on a lot that has a net lot area equal to or greater than 130 percent of the minimum net lot area of the zone in which it is located.
- b. The floor area of an accessory dwelling unit shall not exceed 30 percent of the floor area of the principal dwelling unit.
- c. The lot upon which an accessory dwelling unit is to be located shall comply with all standards of the zone in which it is located.
- d. An accessory dwelling unit shall be architecturally compatible with the principal dwelling unit. Compatibility shall be based on the architectural style, construction materials, and primary color, of the principal dwelling unit.
- e. An accessory dwelling unit shall not exceed the height of the principal dwelling unit.
- f. An accessory dwelling unit shall comply with the required setbacks of the zone in which it is located. In addition to the required setbacks, a second unit shall not be located closer to the front property line than the principal dwelling unit.

- g. The floor area of a second unit shall be subject to the limitation of allowable total area of accessory structures for the lot on which it is located as specified in subsection 90-386(e).
- h. An accessory dwelling unit shall provide one parking space per bedroom in a garage or carport. Said parking space(s) shall be in addition to spaces required for the principal dwelling unit and shall otherwise meet the requirements of Hemet Municipal Code, Chapter 90, Article XL.
- i. An accessory dwelling unit shall not cause the level of traffic, water, or sewer service to drop below the minimum standards established in the city's general plan.
- j. This section shall not validate any existing unpermitted accessory dwelling unit. An application for an accessory dwelling unit may be submitted to convert an unpermitted accessory dwelling unit to a conforming accessory dwelling unit; however, the standards and requirements for said conversion shall be the same as for a newly proposed accessory dwelling unit.

**Sec. 90-387. – Senior Residential Projects.**

The following development standards shall be applied to apartment, condominium or similar residential units for senior residential projects permitted within the R-2, R-3 and R-4 zones. In the event that specific development standards are not set forth below, the standards contained in Section 90-385 and 90-386 shall apply.

- (1) *Density*. Density shall be within the density limitations of the applicable zone. Density bonuses shall be allowed as permitted by Government Code §65915 et seq; and Article VI. of the Hemet Municipal Code;
- (2) *Floor area*. The interior floor area of the individual senior housing units may be reduced below the minimum floor area per unit types required in Section 90-385 provided that additional square footage is allocated to common area activity centers or facilities. In no case shall a one-bedroom units be less than 460 square feet or a two-bedroom unit be less than 690 square feet;

- (3) *Accessibility.* Dwelling units shall be constructed with Americans with Disabilities Act compliant features in accordance with State and Federal accessibility requirements;
- (4) *Parking.* Parking requirements shall be subject to the Hemet Municipal Code Article XL;
- (5) *Occupancy.* The occupancy of all dwelling units within an approved senior-only housing development shall be secured by appropriate conditions, covenants, and restrictions (CC&Rs) recorded against the property and provided to the City prior to the issuance of Building Permits;
- (6) *Open space reduction.* Senior-only housing developments may request a reduction in private and common open space required per unit pursuant to this Article, provided that compensating alternative indoor, recreational or outdoor open space amenities is approved by the Community Development Director or the Planning Commission as a component of the Site Development Review;
- (7) *Wall and landscape buffer for yards adjoining certain uses.* Where a site adjoins a single family zone or a site general planned for low-density single family use, a solid masonry wall six feet in height shall be located adjoining the property line, except adjoining a required front yard; and an area at least five feet in depth adjoining the property line shall be landscaped with live plant materials, including trees. Where a carport or garage is placed within three feet of a property line adjoining a single family zone or a site general planned for low density single family use, no landscape buffer is required;
- (8) *Recreational facilities.* An indoor recreation building or space shall be provided for each senior development project based on the following:
  - a. For developments of 20 units up to 100 units, a minimum of 1,200 square feet, or 25 square feet per unit, whichever is greater;
  - b. For developments with 100 or more units, a minimum of 1,600 square feet, or ten square feet per unit, whichever is greater, to a maximum requirement of 4,000 square feet;
  - c. The recreation building shall provide the following uses: kitchen, library, dining and game playing area, restrooms and conversation and lounging

areas. An outdoor patio and recreation area shall be provided in addition to these uses.

- (9) *Elevators.* Any project two stories in height or greater shall be furnished with an elevator large enough to accommodate a gurney, which shall be accessible to all units higher than the first floor.

(Ord. No. 1552, § 2, 1-28-97; Ord. No. 1581, § 2, 2-24-98; Ord. No. 1657, § 1, 2-12-02; Ord. No. 1675, 10-8-02; Ord. No. 1684, § § 1—5, 5-27-03; Ord. No. 1782, § 2(Exh. B), 7-10-07; Ord. No. 1783, § 1, 7-10-07)

**Secs. 90-388—90-420. - Reserved.**

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**FOOTNOTE(S):**

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<sup>(105)</sup> *Editor's note—* Ordinance No. 1552, § 2, adopted January 28, 1997, reorganized the residential zones by deleting §§ 90-381—90-393 and adding §§ 90-381—90-385. Formerly, such sections pertained to R-2 two-family zone and derived from Ord. No. 1217; Ord. No. 1229, §§ 21600—21612 of the 1984 Code; Ord. No. 1520, § 1, 5-23-95.

# Attachment No. 2

Planning Commission  
Resolution No. 13-008

City Council Meeting of  
July 23, 2013



**CITY OF HEMET  
Hemet, California**

**PLANNING COMMISSION  
RESOLUTION NO. 13-008**

**A RESOLUTION OF THE PLANNING COMMISSION OF  
THE CITY OF HEMET, CALIFORNIA, RECOMMENDING  
THAT THE CITY COUNCIL ADOPT ZONING ORDINANCE  
AMENDMENT NO. 13-006, AN ORDINANCE AMENDING  
ARTICLE XIII OF "MULTIPLE-FAMILY ZONES" OF  
CHAPTER 90 OF THE HEMET MUNICIPAL CODE.**

**WHEREAS**, pursuant to Government Code sections 65854 and 65855, the Planning Commission has the authority to review and make recommendations to the City Council regarding amendments to the City's zoning ordinances; and

**WHEREAS**, on May 24, 2013, the City gave public notice by publishing notice in the Press Enterprise of the holding of a public hearing at which the amendment to the City's zoning ordinances would be considered; and

**WHEREAS**, on June 4, 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 proposed amendment to the City's zoning ordinance and at which time the Planning Commission considered the proposed amendment to the City's zoning ordinance; and

**WHEREAS**, the City has analyzed this proposed project and has determined that it is exempt from the California Environmental Quality Act ("CEQA") under section 15061(b)(3) of the CEQA Guidelines because it can be seen with certainty that there is no possibility that the activity in question may have a significant effect of the environment; and

**WHEREAS**, attached as Exhibit "A" is the proposed Ordinance Bill No. 13-021.

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**Planning Commission Resolution No. 13-008  
ZONING ORDINANCE AMENDMENT NO. 13-006  
MULTIPLE FAMILY ZONES**



1 2. The zoning ordinance amendment will protect the public health, safety and  
2 welfare.

3  
4 The Zoning Ordinance Amendment protects the public health, safety and welfare  
5 by establishing and maintaining zoning requirements by preserving the quality  
6 and character of multi-family residential neighborhoods.

7  
8 **SECTION 3: PLANNING COMMISSION ACTIONS**

9  
10 The Planning Commission hereby takes the following actions:

11  
12 1. The Planning Commission approves Resolution Bill No.13-005 recommending  
13 that the City Council adopt the proposed Ordinance which is attached hereto and  
14 incorporated herein by reference as Exhibit "A."

15  
16 **PASSED, APPROVED AND ADOPTED** this 4<sup>th</sup> day of June, 2012, by the  
17 following vote:

18  
19 **AYES:** Chairman Gifford, Vice Chairman Vasquez, and Commissioners Crimeni,  
20 Overmyer and Perciful

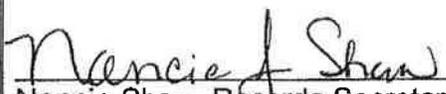
21 **NOES:** None

22 **ABSTAIN:** None

23 **ABSENT:** None

24  
25  
26  
27   
28 John Gifford, Chairman  
29 Hemet Planning Commission

30 **ATTEST:**

31  
32   
33 Nancie Shaw, Records Secretary  
34 Hemet Planning Commission  
35

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Planning Commission Resolution No. 13-008  
ZONING ORDINANCE AMENDMENT NO. 13-006  
MULTIPLE FAMILY ZONES

Page 3 of 3

# **Attachment No. 3**

**Red-line Version of Existing  
Article XIII**

**City Council Meeting of  
July 23, 2013**

**ARTICLE XIII. - MULTIPLE-FAMILY ZONES**

- Sec. 90-381. - Purposes.
- Sec. 90-382. - Zones established.
- Sec. 90-~~382~~383. - Permitted uses.
- Sec. 90-~~383~~384. - Reserved.
- Sec. 90-~~384~~385. - General requirements.
- Sec. 90-~~385~~386. - Site development requirements.
- Sec. 90-~~386~~387. - Senior residential projects.
- Secs.90-388—90-420. - Reserved.

**Sec. 90-381. - Purposes.**

(a) In addition to the overall purposes stated in section 90-1, the residential zones are established to provide properly located family living areas based on a wide range of population densities in conformity with the general plan to protect residential properties from noise, odors, smoke, dirt, vibration, glare, fire, explosion, noxious fumes, unsightliness and other hazards or objectionable influences; to protect residential properties from congestion and nuisances caused by commercial and industrial traffic; to ensure adequate privacy, light, air and usable open space for each dwelling unit; and to provide areas for institutional uses that require a residential environment and for public and semipublic facilities needed to serve the residential uses. The multiple-family zones provide areas for low-medium to very high density residential uses with a variety of housing types where adequate public facilities and services exist with the capacity to serve development. Commonly maintained on-site recreational facilities and open space are typically required to serve the more concentrated residential population.

(b) The multiple family zones implement the low medium density to very high density residential designations of the General Plan. The designations provide for multiple family housing with allowable densities that range from 5 to 45 dwelling units per acre.

**Sec. 90-382. – Zones Established**

(a) R-2 two-family(Low-Medium Density) zone: To provide for the development of low to medium density multiple-family residential uses. Provides for the development of low to medium density multiple-family residential uses with density not-to-exceed 8 dwelling units per acre. Typical housing units may include detached or attached single family homes, duplexes, or other low-medium density housing types. The R-2 zone is

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consistent with the Low Medium Density Residential (LMDR) designation of the General Plan.

6

(b) R-3 multiple-family (Medium-High Density) zone: To provide for the development of medium density multiple-family residential uses. Provides for the development of medium to high density multiple-family residential uses with density not-to-exceed 25 dwelling units per acre. Typical housing units may include townhouse, condominiums, cluster development, apartments, or residential care facilities. R-3 development is typically located near commercial nodes, school sites, parks, and other activity centers. The R-3 zone is consistent with the Medium Density Residential (MDR) and High Density Residential (HDR) designations of the General Plan.

(c) R-4 (Very High Density) zone: Provides for the development of high to very high density multiple-family residential uses with density not-to-exceed 45 dwelling units per acre. Typical housing units may include townhouses, condominiums, apartments, or residential care facilities that integrate functionally and aesthetically with nearby transit-corridors, commercial centers, parks, bike trails, and other transportation and recreational systems. The R-4 zone is consistent with the Very High Density Residential (VHDR) designation of the General Plan.

(Ord. No. 1552, § 2, 1-28-97)

**Sec. 90-382383. - Permitted uses.**

In the R-2 and R-3 and R-4 zones, permitted and conditionally permitted uses shall be as listed within the "Land Use Matrix.

MULTIPLE-FAMILY RESIDENTIAL LAND USE MATRIX				
X=Not Permitted Use P=Permitted Use C=Conditionally Permitted Use (CUP)				
A=Administrative Use (AUP) SGHP=Small Group Home Permit				
ZONE	R-2	R-3	R-4	REFERENCE
				Additional or Explanatory Regulations or Requirements
A-	<b>Agricultural Uses</b>			
+	Poultry (except turkeys, geese and guinea fowl) chinchillas, hamsters, rabbits and other small animals (see section 90-188 for additional	P	P	

	requirements)				
<b>BA.</b>	<b>Residential Uses</b>				
1.	Apartment, condominium or similar residential unit (see section 90-985(n) for additional requirements) Accessory Dwelling Unit	PG	CP	P	
2.	b. >12 clients Mobile Home Parks	C	X	X	Article XX and Title 25 of the California Government Code
3.	Duplexes and/or two single-family homes on the same lot Multi-Family Housing including duplexes, condominiums, apartments, or similar residential units"	C	C		
	a. Senior	P	P	P	90-387 and 90-1081
	a-b. Two family dwellings	P	P	X	
	b-c. Multiple family dwellings	P	P	P	
4.	a. Small licensed residential care facility Single-Family detached condominiums	P	P	X	
5.	b. Large group home (ten or fewer occupants) Single-Family Homes	AP	AP	X	
	c. Large group home (11 or more occupants)	C	C		
<b>B.</b>	<b>d. Small group home Residential - Other</b>	SGHP	SGHP		
61.	Home occupations subject to the requirements of section 90-72	P	P	P	90-72
72.	Animal keeping (see section 90-77	P	P	P	90-77
8-3.	Mobile home park Residential Accessory Uses and Structures	CP	CP	P	90-386

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9-C.	Single-family residential dwelling unit including manufactured housing, prefabricated housing, and mobile homes built after 1986 when installed on permanent foundations when in accordance with section 90-315(a). <u>Care Uses</u>	P	P		
101.	Rented room (a maximum of one room) within an existing single-family dwelling <u>Assisted Living Facility</u>	CP	CP	C	
11-2.	Travel trailer park <u>Boarding houses</u> or <u>Congregate Care Facilities</u>	C	C	X	Section 90-261
12-3.	Accessory dwelling unit (including "granny flat" and "second unit") in accordance with subsection 90-385(g) <u>Child or Adult Day Care Facility</u>	PC	PC	C	
24.	Convalescent hospital <u>Group Homes</u> and <u>Small Licensed Care Facilities</u>	C	C		
3-	Environmental cleanup and treatment systems (subject to a temporary use permit, see section 90-73-a. <u>Small, licensed residential care facilities</u> )	P	P	X	<u>Article X</u>
4-	Home for the aged <u>b. Large group homes (10 or fewer occupants)</u>	CA	CA	X	<u>Article X</u>
5-	Home or center for mentally, emotionally or physically <u>c. Large group homes (11 or more occupants) handicapped persons</u>	C	C	X	<u>Article X</u>
6-	Hotel or motel <u>d. Small group home</u>	XSGHP	CSGHP	X	<u>Article X</u>
7-D.	<u>Parking lot</u> <u>Education, Public Assembly, and</u>	X	C		

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	<b>Recreation uses</b>				
8-1.	Nursing home Auditoriums, Meeting Halls, and Conference Facilities - Public and Private	CG	CG	C	
9-2.	Rest home Churches, places of worship	C	C	C	
10-3.	Recycling facility - nonpermanent (subject to a temporary use permit, see section 90-73) Commercial recreation facilities	CP	CP	C	
11	Sanitariums. Indoor	CX	C	C	
12	Plant nurseries, wholesale and/or retail (signing and parking shall comply with articles XXVI and XL; growing shall be incidental to the retail/wholesale use; container growing may be permitted but shall not exceed 49 percent of the area devoted to plant display; no field growing is allowed) b. Outdoor (golf courses, lawn bowling, basketball courts)	C	C	C	
<b>D.</b>	<b>Recreation and Open Space Uses</b>				
1-4.	Cemetery, crematorium, columbariums and related facilities Community Centers	CG	CG	C	
2-5.	Game court, lighted (with ten-foot high court fencing) Cultural institutions	CG	CG	C	
3-6.	Golf course, country club and/or driving range Educational facilities - private and public	C	C		
4.	Lodge hall for civic, social or fraternal organizations a. Academic (Grades K-12)	CG	CG	C	

5.	Recreation center, park, playground, unlighted game court (with ten-foot high court fencing) racquetball center, swim clubb. Colleges/Universities	CP	CP	C	
6.	Skating rink, outdoors. Commercial schools	CG	CG	C	
<b>E.</b>	<b>Miscellaneous Uses</b>				
4.7.	Church, temple synagogue, or other religious facility including, but not limited to, parish house, convent, parsonage, monastery, religious school Libraries and museums	CC	CG	C	
2.8.	Flood control facilities including, but not limited to, detention and retention basins, flood control channels Parks	P	P		
3.	Museum. Active	PC	PC	P	
4.	School or college including, but not limited to, art, business, cosmetology, craft, dance, music, professional, technical and trade. Passive	PG	GP	P	
5.E.	Public facilities and utilities including, but not limited to, electrical substations, transmission substations, city facilities, libraries and public offices. Service Uses	C	C		
<b>F.</b>	<b>Accessory Uses</b>				
1.	Accessory structures and uses located on the same site as a permitted use Health and Fitness Centers	P	P		
2.	Accessory structures and uses located on the same site as a conditional use. Small	PC	GP	P	

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	- 2,000 sq. ft. or less				
3.	Antennas for microwave, cellular phones, and the like. Large - Over 2,000 sq. ft.	CX	CX	X	
4.2.	Satellite dish antennas Lodging				
	a. <39 inches in diameter when ground or roof mounted meeting the requirements of subsection 90-184.A. Bed and Breakfast Inns	CP	CP	C	
	b. >39 inches but less than eight feet in diameter when ground or roof mounted meeting the requirements of subsection 90-184.A.b. Motels and Hotels	PX	PX	X	90-898
F.	Transportation, Communication, and Infrastructure Uses				
1.	Parking Facilities	P	P	P	Article XL
2.	Satellite dish antennas	P	P	P	
3.	Solar Energy Systems (non-commercial) (serving the development)	P	P	P	
4.	Transit Stop Shelter	P	P	P	
5.	Utility facility	C	C	C	
6.	Wireless Telecommunication Facility				
	a. Minor Facility	C	C	C	Article XLVI
	b. Major Facility	X	X	X	Article XLVI
G.	Government Uses				
1.	Government Facilities	C	C	C	
2.	Public Safety Facility	C	C	C	

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(Ord. No. 1552, § 2, 1-28-97; Ord. No. 1622, § 1, 5-23-00; Ord. No. 1657, § 1, 2-12-02; Ord. No. 1684, § § 1—5, 5-27-03; Ord. No. 1782, § 1(Exh. A), 7-10-07; Ord. No. 1798, § 2(c)(Exh. C), 5-27-08; Ord. No. 1852, § 4(Exh. C), 6-12-12)

**Sec. 90-383384. - Reserved.**

**Sec. 90-384385. - General requirements.**

- (a) No person shall construct any multiple family building or structure, or relocate, rebuild or significantly enlarge or modify any existing multiple family building or structure, until a Site Development Review Plan to review the site design and architecture has been approved by the Community Development Director or Planning Commission pursuant to Article XLI.
- (b) All multiple family development projects shall comply with the adopted City's Design Guidelines for Multiple Family Residential uses.
- (c) Prior to the construction of any building or structure a building permit shall be required in accordance with the latest city-adopted Uniform-California Building Code, and shall meet all Hemet Municipal Code and applicable State and Federal Code requirements.
- (d) Developments projects established within the boundaries of the Hemet-Ryan Airport Land Compatibility Zones shall be in accordance with the adopted Airport Land Use Plan.
- (e) Whenever a commercial or rental unit business is conducted, a city business license is required pursuant to Chapter 18 of the Hemet Municipal Code. The owners or agent of all existing and proposed rental units shall be required to register with the City as a non-owner occupied residential rental unit.
- (f) The following are minimum requirements, unless otherwise noted, and shall apply to all land, buildings, and structures in their respective zones. All area dimensions are in square feet, unless otherwise noted. All linear dimensions are in feet, unless otherwise noted.

A. MULTIPLE-FAMILY ZONE MINIMUM DEVELOPMENT STANDARDS				
	ZONE	R-2	R-3	R-4
1.	Density (maximum units/gross acre)	<del>17</del> 8	2525	<del>45</del>
2.	Net lot area	6,000	<del>8,000</del> 1 acre	2 acres
4.	Lot width	60	100	100
5.	Lot depth	100	150	<del>150</del>
6.	Front yard setback to a building or structure other than a garage or carport	20	25	<del>25</del>
7.	Front yard setback to a garage or carport	25	25	<del>25</del>
8.	Rear yard setback*	One story = 10 feet Two story = 15 feet <del>10</del>	One story = 10 feet Two story = 20 feet Three story = 30	One story = 10 feet Two story = 20 feet Three story

			feet	or more = 50 feet
9.	Side yard setback*			
	a. Interior side, corner and reverse corner	5 feet for each story	5 feet for each story	5 feet for each story
	b. Street side	10 <u>Landscaped</u>	15 <u>Landscaped</u>	15 <u>Landscaped</u>
10.	Lot coverage (15 percent of the remaining area shall be in live landscaping)	50	60	60
11.	Building Separation (primary structures and accessory buildings)	See Section 90-386(e)	See Section 90-386(e)	See Section 90-386(e)
12.	Habitable building and structure height (see <del>section 90-385</del> section 90-386 C. for exceptions) <u>Structures within the boundaries of the Hemet Ryan Airport Land Use Plan may be limited in height or require review by the ALUC.</u>	30 (two stories)	45 (three stories)	55 (four stories)
13.	Floor area (interior)			
	a. Studio	550 sq. ft.	550 sq. ft.	550 sq. ft.
	b. One bedroom	750 sq. ft.	750 sq. ft.	750 sq. ft.
	c. Two bedroom	900 sq. ft.	900 sq. ft.	900 sq. ft.
	d. Three bedroom	1,000 sq. ft.	1,000 sq. ft.	1,000 sq. ft.
14.	Parking required	See Article XL	See Article XL	See Article XL
15.	Signing permitted	See Article XXXV	See Article XXXV	See Article XXXV
16.	Open space			
	a. Common	250 sq. ft.	250 sq. ft.	250 sq. ft.
	b. Private	100 - 150 sq. ft. (see Section 90-386(f)(1)b.1)	100 - 150 sq. ft. (see Section 90-386(f)(1)b.1)	100 - 150 sq. ft. (see Section 90-386(f)(1)b.1)
17.	Landscaping	See Section 90-386(f)(2)	See Section 90-386(f)(2)	See Section 90-386(f)(2)

\*Additional setbacks may be required per Section 90-386(i) and (j)

(Ord. No. 1552, § 2, 1-28-97; Ord. No. 1581, § 2, 2-24-98)

### **Sec. 90-~~385~~386. - Site development requirements.**

*(a) Measurement of yards.*

(1) A required yard or other open space around an existing or proposed building shall not be used to meet a required yard or other open space for any other building on an adjoining lot or building site.

(2) Garage doors shall not, when open or being opened, project beyond any lot line.

*(b) Building projections into yards.*

(1) Cornices, eaves, belt courses, sills, canopies, chimneys, bay windows or other similar architectural features may extend or project into a required yard of the zone up to two (2) feet, six (30-6) inches. In no case shall the projection be closer than three (3) feet from another structure or property line.

(2) Open, unenclosed porches, platforms or landing places not covered by a roof or canopy, which do not extend above the level of the first floor of the building, may extend or project into any required front, side or rear yard, or into a court, six (6) feet. A 42-inch high openwork railing may be installed or constructed on any such porch, platform or landing space.

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(3) Open, unenclosed stairways or balconies, not covered by a roof or canopy, may extend or project into a required rear yard three (3) feet, and such balconies or stairway may extend into a required front yard not more than the required exit dimension.

In no case shall the projection be closer than three (3) feet from another structure or property line.

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(4) Fire escapes may extend or project into any required yard four (4) feet; provided however, that at least a 30three (3) feet-inch clearance to the property line is maintained.

(5) The director may allow additions to an existing, legally constructed structure, sited in accordance with the laws and setbacks in effect at the time of the construction, within the currently required front, side, and/or rear setback. The building addition or the sum of all additions shall not exceed 50 percent of the floor area of the existing-original structure. For additions in the front yard, the building shall occupy no more than 25 percent of the lineal frontage of the existing building. The director shall deny any addition when it has been determined to be harmful to the health and safety of the resident or the area. In no case shall any addition be closer than 15 feet to the ultimate street right-of-way. The addition shall not exceed the coverage requirements of the zone.

(c) *Height exceptions.* Structures permitted above a specified height limit may be erected as follows: Structures or walls for the housing of elevators, stairways, tanks, ventilating fans or similar structures, skylights, towers, steeples, flagpoles, chimneys, smokestacks, wireless masts, radio and television masts, water tanks, silos or similar structures, provided that no roof structure, as listed in this subsection, or any space above the height limit specifically prescribed for particular zones, shall be allowed or used for the

purpose of providing usable floor space in excess of that reasonably required to maintain such structures and shall not be used for signage. The maximum area that can utilize the height exception is limited to ten (10) percent of the roof area.

(d) *Accessory buildings.*

- (1) Accessory structures shall meet the required setbacks of the zone in which they are located. Except that, accessory structures less than 120 square feet in area and less than eight feet in height which are not permanently affixed to the ground may be located as close as three feet to interior side or rear property lines. In no instance shall any accessory structure be placed closer to the front property line than the principal structure.
- (2) The total area of all accessory structures shall not exceed 50 percent of the floor area of the principal structure. Except that, on lots larger than one acre, accessory structures may be constructed in excess of 50 percent of the principal structure upon review by the planning-commissionCommunity Development Director.
- (3) Accessory structures shall not exceed the height of the principal structure.
- (4) Accessory structures shall be architecturally compatible with the principal structure, except that:
  - a. For accessory structures under 120 square feet, compatibility shall be limited to the structures' primary color;
  - b. For accessory structures over 120 square feet, compatibility shall include the structures' primary color and construction materials; and
  - c. For portable carports and/or RV covers, compatibility shall be limited to the structures' primary color.
- (5) Where Community Development planning-commissionDirector review is required, the planning-commissionCommunity Development Director shall review the project and shall either approve it as submitted, approve it subject to conditions, or deny it based on the following criteria. The accessory structure: a) is otherwise consistent with the regulations of the zone in which it is located; b) is not detrimental to the public health, safety and welfare particularly that of adjacent properties; and c) does not detract from the residential character of the surrounding neighborhood.

(6) All accessory structures shall be screened to the maximum intent possible with landscaping, fencing, or combination thereof, so as to minimize visual impacts from adjacent rights-of-way and from adjoining properties.

(e) *Placement of buildings in the R-2, R-3 and R-4 zones.* Placement of buildings shall be as prescribed in *section 90-314 section 90-385*, except that there shall be a minimum distance between buildings *used for human habitation* as follows:

Adjacent Condition	Minimum Distance Between Buildings (in feet)		
	Stories In Structure		
	<del>1 story to 1 story</del>	<del>1 story to 2 stories</del>	<del>2 story to 3 stories</del>
Wall to wall	10	10	10
Wall to window	10	15	15
Window to window	15	15	20
<i>Patio or Balcony</i>	<i>15</i>	<i>15</i>	<i>20</i>

(f)–

(g)(f) Open space and recreational facilities in the R-2, R-3 and R-4 zones, the following minimum open space and recreational facility requirements shall apply:

(1) *Required area.* Each new apartment project of three or more units shall provide the following usable open space; which shall be exclusive of the front yard setback:

a. *Common open space.*

1. A minimum of 250 square feet of common open space shall be provided for each dwelling unit. ~~Living space shall include but not be limited to areas set aside for sleeping, eating, cooking and sanitation in each dwelling unit.~~ Common open space shall have no dimension less than 25 feet. A minimum of 1,000 square feet of common open space shall be required for any project. Common open space shall be planned and located so that the maximum number of units derives benefit by being adjacent to common open space areas.

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2. ~~The design and orientation of open space shall be oriented to take advantage of available sunlight and should be sheltered from the noise and traffic of adjacent streets.~~

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b. *Private open space.*

1. Generally. An average of ~~150-125~~ square feet of private open space shall be provided per unit, with a minimum dimension of seven feet. The following minimum private open space shall be provided for each unit type:
  - i. One-bedroom or studio: 100 square feet.
  - ii. Two or more-bedroom: 150 square feet.
2. *Ground floor space.* The patio area shall be completely enclosed on all sides by a minimum 42-inch up to a six-foot high ~~decorative~~ fence or masonry wall.
3. *Above ground floor space.* Private balconies or lanais shall have at least one exterior side open above railing height.

**(2) *Minimum open space improvements.*** The common open space shall be improved as indicated in this subsection:

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Common Open Space Development Standards

Minimum Open Space Improvement

Number of Units in Development

Minimum Open Space Improvement

Number of Units in Development

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51-

100-

200 or

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3-25

26-50

51-100

100-200

200 or more

Landscaping with automatic sprinklers

Yes

Yes

Yes

Yes

Yes

Trees per dwelling unit (at least one-third up to one-half of the trees shall be in the open areas. Trees shall be a mix of 24-inch box and 15-gallon size)

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Walkways (at least five (5) feet wide, curvilinear preferred)

Yes

Yes

Yes

Yes

Yes

Sitting areas (shall be located adjacent to walkways and shaded by trees and/or shade facility)

Yes

Yes

Yes

Yes

Yes

Shade facilities (minimum of ten (10) feet by ten (10) feet)

Yes

Yes

Yes

Yes

Yes

Barbecue facilities (at a rate of one (1) grill or pit per ten

Yes

Yes

Yes

Yes

Yes

(10) units)					
Court areas including, but not limited to basketball (full or half) and tennis courts, shuffleboard, horseshoe pits, putting greens and spas	N/A	N/A	Yes	Yes	Yes
Children's play area including, but not limited to swings, slides and bars	N/A	Yes	Yes	Yes	Yes
Pool areas	N/A	N/A	N/A	a	b
Recreation building	N/A	N/A	N/A	c	c

Footnotes:

a. *At least one-third of the common open space shall be in one or more pool areas, with the pool area having no dimension less than 75 feet.*

b. *At least one-half of the common open space shall be in one or more pool areas, with the pool area having no dimension less than 100 feet.*

c. *Recreational buildings are optional, and may be located in the common open space areas. The buildings will be a minimum of 1,000 square feet in size, up to a maximum of 2,500 square feet. Total square footage of all buildings shall not exceed ten percent of the required common open space, or 7,500 square feet, whichever is smaller. If recreational buildings are proposed, the amount of required common open space may be reduced by two square feet for every one square foot of building provided.*

(2)(3) *Adjustments.* The director may **make adjustments with regard to the** type of facilities required **where when** alternate facilities are provided **which are of** specific benefit to the type of occupancy anticipated.

(h)(g) *Parking in the R-3 and R-4 zones, except for parking lots.* The following minimum requirements for parking shall apply:

- (1) No offstreet parking area shall be located facing or adjacent to a required front yard, except **garages** for the placement of residential **units-garages and driveways.**

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- (2) Parking is discouraged adjacent to a side street frontage, however if parking is placed adjacent to a side street frontage, trees, shrubs, and berms shall be installed in sufficient quantity and size to visually screen vehicles and carport or garage structures.

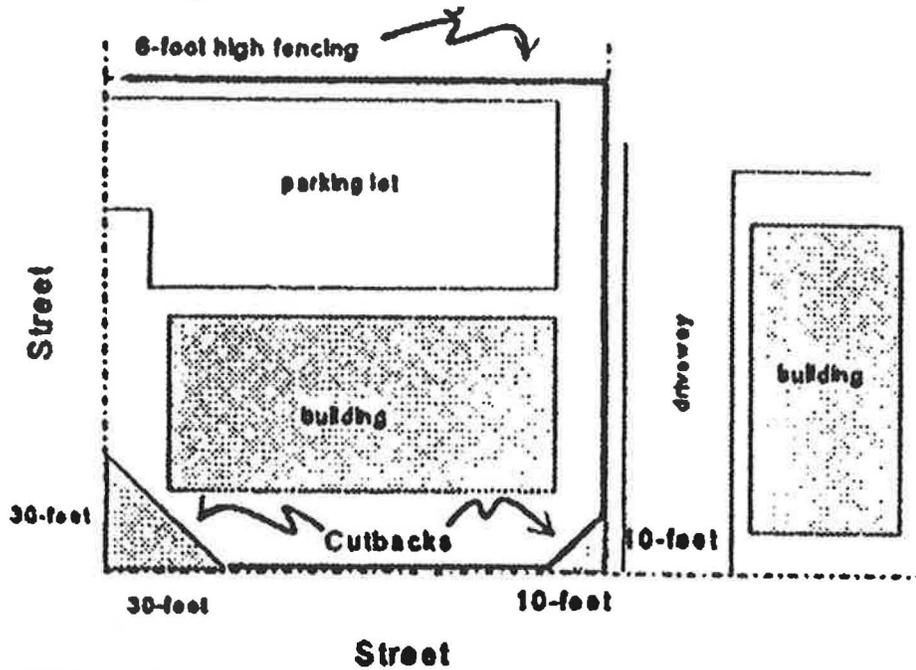
~~(j)~~(h) *Service and refuse areas.* All service areas, ~~areas~~, refuse collection areas and trash bins shall conform with the setback requirements and shall be completely screened by a solid fence or wall, or shall be enclosed within a building in accordance with the adopted standards of the city.

~~(j)~~ - (i)

~~(k)~~(i) *Walls, fencing, screening and landscaping.* This section provides for the regulation of location and height of walls, fencing, screening and landscaping so as to allow the enjoyment of the use of property and for the safety of persons using sidewalks and streets related to the property.

- (1) *Fencing generally.* Walls, fences, screening and hedge planting up to a maximum of six feet in height from the highest finished grade may be permitted in any required yard, or along the edge of any yard.
- a. Walls, fences, screening or hedge plantings in any required front yard shall be a maximum of 42 inches in height when measured from the adjacent sidewalk or street, unless expressly permitted by other applicable sections of this chapter.
  - b. A wall, fence or hedge up to six feet in height may be located parallel to the edge of the sidewalk on the street side yard adjacent to the lot, whether the sidewalk area is monolithic or has a planted parkway.
  - c. On corner lots the corner cutback area shall be free and clear of visual obstructions in excess of 42 inches in height. The corner cutback shall be defined by a line on a horizontal plane connecting two points along the front and street side property lines and forming a triangle. These points shall be measured 30 feet back from the intersection of the prolongation of the front and street side property lines.
  - d. On lots where the driveway is adjacent to the rear yard of a neighboring lot the corner cutback area shall be free and clear of visual obstructions in excess of 42 inches in height. The cutback lines shall be determined by measuring from the projection of the coterminous front and rear

property line ten feet along the inside edge of the sidewalk and ten feet back from the street connecting the two points forming a 45-degree triangle.



#### Corner Cutback Lines

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(2) *Wall and landscape buffer for yards adjoining certain uses.* When a site adjoins a single-family zone, or a site general planned for low density single-family use, a solid masonry wall six feet in height shall be located adjoining the property line, except adjoining a required front yard; and an area at least five feet in depth adjoining the property line shall be landscaped with live plant material, including trees. Where a carport or garage is placed within three feet of a property line adjoining a single-family zone or a site general planned for low density single-family use, no landscaped buffer is required.

(3) *Block walls.* Block walls or opaque fencing or landscaping materials used for screening purposes shall not be placed within any required front yard or street side yards. Block walls or opaque fencing may be used in other locations.

- (4) *Swimming pool fencing.* Swimming pools shall be entirely enclosed by buildings, fences or walls. The fence or wall shall be at least a minimum of five feet above grade level immediately adjacent thereto, and shall be equipped with self-latching gates or doors, with the latching device not less than four feet above the ground. Prior to filling the pool the required fencing must be in place and approved by the city building department.
- (5) *Security fencing.* Nothing in this section shall be deemed to set aside or reduce the requirements established for security fencing by either local, state or federal law, or by safety requirements of the board of education. A fence or wall shall be constructed along the perimeter of all areas considered by the director to be dangerous to the public health and safety. The height of fence or wall in excess of six feet in height shall be as determined by the director in relation to the danger or hazard involved. Such fence or wall may be required when a use requires a permit, or at the discretion of the director, according to the danger or hazard involved.
- (6) For multiple-family or high density developments such as duplexes, apartments, condominiums, mobile home parks, convalescent homes or similar residential uses, perimeter fencing may be permitted within yard setbacks up to a maximum of six feet in height. Greater fence heights for security reasons may be allowed when the fencing is for security reasons and meet the requirements of section 90-385(i)(5). In all cases the following requirements shall be met:
- a. There shall be at least eight units.
  - b. Fencing shall be wrought iron, tubular steel, or similar materials in combination with masonry no higher than 42 inches in height and wrought iron designed and located in a manner which does not hinder surveillance activities of the police.
  - c. The color of wrought iron shall be either black, white or beige. Any other color requires approval by the director.
  - d. Pilasters shall be up to 18 inches square, and the distance between pilasters shall be at least eight feet edge to edge for the main run of the fence.

- e. Gates shall provide emergency access with the installation of a Knox box system or other similar method approved by the fire department.
- f. Access shall be provided for essential city services, including but not limited to refuse pickup.
- g. A means of access to visitor parking spaces, such as call boxes, shall be provided to the public.
- h. Intersection and driveway visibility is maintained by limiting opaque fencing, including pilasters, to 42 inches in height within cutback areas.
- i. Adequate area for vehicle stacking at the entrance(s) and exit(s) of the development shall be provided and approved by the city traffic engineer.
- j. Concertina, razor, barbed wire, electrified or chainlink materials are expressly prohibited.
- k. A minimum of five feet of live landscaping shall be planted between the curb and fence line (i.e., within the parkway), to soften the appearance of the fence.
- l. Fencing constructed in accordance with this section shall obtain appropriate building permits and inspections. Plans shall be submitted to the building department for review and approval by all affected departments prior to the issuance of permits. The project shall meet applicable requirements of the I.C.B.O. Uniform Building Code, Uniform Fire Code, and related codes.

(7) *For recreational vehicle storage.* Fences for recreational vehicle storage shall be six-foot solid walls (no wood permitted). An additional five feet of fence height may be permitted, consisting of chainlink or wire or any combination thereof, placed on top of the solid wall but not exceeding a total height of 11 feet.

(8) *Landscaping.* Where landscaping is required by this chapter, it shall consist predominantly of plant materials, except for necessary walks and drives. Planted areas, where prescribed, shall be landscaped exclusively with live plant materials. Required landscaping shall be installed in accord with landscaping standards approved by the planning commission, and shall be of types and sizes prescribed in the standards. All screening and landscaping shall be permanently

maintained in an orderly condition. Plant materials shall be watered, weeded, pruned and replaced as necessary to screen or ornament the site.

- (1) ~~9~~When a church, school or college, or public facilities are adjacent to an A or R zone a solid six-foot masonry wall shall be constructed on the adjoining A or R zone property line. A ten-foot landscaped area adjacent to the wall shall also be installed and maintained on the church side of the wall. The landscaping shall consist of plant material, including a minimum 15-gallon evergreen trees planted on 20-foot centers.

(h)(j) j *Buffer with adjacent uses.* All multi-family projects shall provide adequate buffering to adjoining or adjacent uses. This can be accomplished through implementation of the following:

- (1) Grade levels shall be maintained at an equal or lower level than adjacent uses unless there are unique topographical features.
- (2) When adjoining a single family residential use a minimum landscape setback of 20 feet in addition to the five feet per story required under ~~section 90-384~~ section 90-385.
- (3) When the adjacent land use is other than single family residential, the minimum landscape setback shall be ten feet in addition to the five-foot per story required under ~~section 90-384~~ section 90-385 of the zoning ordinance.

(m)(k) k *Lighting.* All on-site lighting shall be shielded to prevent off-site glare.

(1) All outdoor lighting shall be designed to illuminate uses, while minimizing light trespass into neighboring areas.

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(2) The candlepower of outdoor lighting shall be the minimum required for safety purposes.

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(3) Light for safety purposes shall be provided at entryways, along walkways, between buildings, and within parking areas.

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(4) All lights shall be directed, oriented, and shielded downward to prevent light from shining onto adjacent properties, onto public rights-of-way, and into driveway areas in a manner that would obstruct drivers' vision.

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(5) Light sources shall not be located in required buffer areas, except those required to illuminate pedestrian walkways.

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(n)(l) Laundry facilities. Common laundry facilities shall be provided for multi-family projects, unless provided in individual units, at a minimum ratio of one washing machine/dryer for every ten units. Laundry facilities shall be located on each floor unless elevators are provided.

-m

(o)(m) Accessory dwelling units - including "granny flats" and "second units". Accessory dwelling units shall be permitted in R-2, ~~and R-3~~ and R-4 zones subject to the following procedures and criteria.

(1) Procedures. An accessory dwelling unit:

- a. Shall be permitted ministerially without discretionary review, and
- b. Shall be approved only if the unit meets all of the criteria listed in subsection ~~90-315~~ 90-386(g)(2).

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(2) Criteria. ~~Notwithstanding subsection 90-315(a), a~~ An accessory dwelling unit shall meet all of the following criteria.

a. An accessory dwelling unit shall only be located on a lot that has a net lot area equal to or greater than 130 percent of the minimum net lot area of the zone in which it is located.

~~b.~~

~~c. An accessory dwelling unit shall only be located and maintained on a lot with an existing owner-occupied single-family residence. At such time as the principal dwelling unit is no longer owner-occupied, the use of the accessory dwelling unit as a separate dwelling unit shall cease.~~

~~d. c. An accessory dwelling unit shall not be permitted on a lot with more than one existing dwelling unit.~~

~~e. d.~~

~~f. No more than one accessory dwelling unit shall be permitted on a single lot.~~

~~e.~~

~~g. b.~~ The floor area of an accessory dwelling unit shall not exceed 30 percent of the floor area of the principal dwelling unit.

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h.c. f) The lot upon which an accessory dwelling unit is to be located shall comply with all standards of the zone in which it is located.

i.d. g) An accessory dwelling unit shall be architecturally compatible with the principal dwelling unit. Compatibility shall be based on the architectural style, construction materials, and primary color, of the principal dwelling unit.

j.e. h) An accessory dwelling unit shall not exceed the height of the principal dwelling unit.

k.f. i) An accessory dwelling unit shall comply with the required setbacks of the zone in which it is located. In addition to the required setbacks, a second unit shall not be located closer to the front property line than the principal dwelling unit.

l.g. j) The floor area of a second unit shall be subject to the limitation of allowable total area of accessory structures for the lot on which it is located as specified in subsections ~~90-315(d) and 90-385 90-386(de)~~.

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m.h. k) An accessory dwelling unit shall provide one parking space per bedroom in a garage or carport. Said parking space(s) shall be in addition to spaces required for the principal dwelling unit and shall otherwise meet the requirements of Hemet Municipal Code, Chapter 90, Article XL.

~~n. i) The applicant for an accessory dwelling unit shall be the owner of the principal dwelling unit.~~

~~o. m.~~

~~— An accessory dwelling unit may not be metered separately from the principal dwelling unit for gas, electricity, and water/sewer services and may not be sold separate and apart from the principal dwelling unit.~~

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~~p. n.~~

~~q. — Prior to the issuance of a building permit for an accessory dwelling unit, a covenant of restriction to run with the land, shall be recorded which specifies that the use of the accessory dwelling unit as an independent dwelling unit may continue only as long as the conditions on the lot remain in compliance with the criteria listed in this section and the accessory dwelling unit may not be sold separate and apart from the principal dwelling unit.~~

f. o.

i. An accessory dwelling unit shall not cause the level of traffic, water, or sewer service to drop below the minimum standards established in the city's general plan.

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s. j. p This section shall not validate any existing ~~illegal-unpermitted~~ accessory dwelling unit. An application for an accessory dwelling unit may be submitted to convert an ~~illegal-unpermitted~~ accessory dwelling unit to a conforming ~~legal~~-accessory dwelling unit; however, the standards and requirements for said conversion shall be the same as for a newly proposed accessory dwelling unit.

**Sec. 90-385387. – Senior Residential Projects.**

The following development standards shall be applied to ~~a~~partment, ~~condominium~~ or ~~similar residential units~~ for senior residential projects permitted within ~~the R-2, R-3 and R-4 zones~~. In the event that specific development standards are not set forth below, the standards contained in Section 90-385 and 90-386 shall apply.

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(1) ~~Density~~. ~~Density shall be within the density limitations of the applicable zone. Density bonuses shall be allowed as permitted by Government Code §65915 et seq; and Article VI. of the Hemet Municipal Code;~~

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(1)(2) ~~Floor area~~. The interior floor area of the individual senior housing units may be reduced below the minimum floor area per unit types required in Section 90-385 provided that additional square footage is allocated to common area activity centers or facilities. In no case shall a one-bedroom units be less than 460 square feet or a two-bedroom unit be less than 690 square feet;

(2)(3) ~~Accessibility~~. Dwelling units shall be constructed with Americans with Disabilities Act compliant features in accordance with State and Federal accessibility requirements;

(3)(4) ~~Parking~~. Parking requirements shall be subject to the Hemet Municipal Code Article XL;

(4)(5) ~~Occupancy~~. The occupancy of all dwelling units within an approved senior-only housing development shall be secured by appropriate conditions, covenants, and restrictions (CC&Rs) recorded against the property and provided to the City prior to the issuance of Building Permits;

(6) Open space reduction. Senior-only housing developments may request a reduction in private and common open space required per unit pursuant to this Article, provided that compensating alternative indoor, recreational or outdoor open space amenities is approved by the Community Development Director or the Planning Commission as a component of the Site Development Review;

(7) Wall and landscape buffer for yards adjoining certain uses. Where a site adjoins a single family zone or a site general planned for low-density single family use, a solid masonry wall six feet in height shall be located adjoining the property line, except adjoining a required front yard; and an area at least five feet in depth adjoining the property line shall be landscaped with live plant materials, including trees. Where a carport or garage is placed within three feet of a property line adjoining a single family zone or a site general planned for low density single family use, no landscape buffer is required;

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(5)(8) Recreational facilities. An indoor recreation building or space shall be provided for each senior development project based on the following:

a. For developments of 20 units up to 100 units, a minimum of 1,200 square feet, or 25 square per unit, whichever is greater;

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b. For developments with 100 or more units, a minimum of 1,600 square feet, or ten square feet per unit, whichever is greater, to a maximum requirement of 4,000 square feet;

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c. The recreation building shall provide the following uses: kitchen, library, dining and game playing area, restrooms and conversation and lounging areas. An outdoor patio and recreation area shall be provided in addition to these uses.

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(9) Elevators. Any project two stories in height or greater shall be furnished with an elevator large enough to accommodate a gurney, which shall be accessible to all units higher than the first floor.

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(Ord. No. 1552, § 2, 1-28-97; Ord. No. 1581, § 2, 2-24-98; Ord. No. 1657, § 1, 2-12-02; Ord. No. 1675, 10-8-02; Ord. No. 1684, § 1—5, 5-27-03; Ord. No. 1782, § 2(Exh. B), 7-10-07; Ord. No. 1783, § 1, 7-10-07)

Secs. 90-386388—90-420. - Reserved.

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**FOOTNOTE(S):**

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<sup>(105)</sup> *Editor's note*— Ordinance No. 1552, § 2, adopted January 28, 1997, reorganized the residential zones by deleting §§ 90-381—90-393 and adding §§ 90-381—90-385. Formerly, such sections pertained to R-2 two-family zone and derived from Ord. No. 1217; Ord. No. 1229, §§ 21600—21612 of the 1984 Code; Ord. No. 1520, § 1, 5-23-95.

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