



# AGENDA

## REGULAR MEETING OF THE HEMET CITY COUNCIL

August 27, 2013

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5:00 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. Public Employee Appointment  
Pursuant to Government Code section 54957  
Title: *City Manager*
  
2. Conference with Labor Negotiators  
Pursuant to Government Code section 54957.6  
Agency designated representatives: *Interim City Manager Bradley*  
Employee organization:  
*Hemet Fire Fighters Association (HFFA)*  
*Hemet Police Officers Association (HPOA)*  
*Communications Workers of America (CWA) Non-Sworn Police Employees*
  
3. Conference with Real Property Negotiators  
Pursuant to Government Code section 54956.8  
Property: APN: 456-050-013 and 022, Northwest corner of Sanderson and Stetson Avenues.  
Agency negotiator: Interim City Manager Bradley  
Negotiating parties: Stetson Crossing Partners, LLC  
Under negotiation: Acquisition, Price and Terms

## 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

4. Public Employee Appointment  
Pursuant to Government Code section 54957  
Title: *City Manager*
  
  5. Conference with Labor Negotiators  
Pursuant to Government Code section 54957.6  
Agency designated representatives: *Interim City Manager Bradley*  
Employee organization:  
*Hemet Fire Fighters Association (HFFA)*  
*Hemet Police Officers Association (HPOA)*  
*Communications Workers of America (CWA) Non-Sworn Police Employees*
  
  6. Conference with Real Property Negotiators  
Pursuant to Government Code section 54956.8  
Property: APN: 456-050-013 and 022, Northwest corner of Sanderson and  
Stetson Avenues.  
Agency negotiator: Interim City Manager Bradley  
Negotiating parties: Stetson Crossing Partners, LLC  
Under negotiation: Acquisition, Price and Terms
- 

### Presentation

7. Appreciation of Funding Opportunities by Soboba Band of Luiseno Indian
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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

8. **Approval of Minutes** – July 9, 2013
9. **Approval of Minutes** – July 23, 2013
10. **Receive and File** – Warrant Register
  - a. Warrant registers dated August 7, 2013 and August 8, 2013. Payroll for the period of July 22, 2013 to August 4, 2013 was \$615,380.78.
11. **Recommendation by City Attorney** – Sunwest Retirement Village: Consent to Change in Ownership and Manager and Approval of Master Lease Agreement
  - a. Authorize the Mayor to sign the “Consent of Issuer” approving a change in management and ownership of Sunwest Retirement Village.
12. **Recommendation by City Attorney** – Memorandum of Understanding with the Hemet Police Officers Association
  - a. Authorize the City’s negotiation team to execute the Memorandum of Understanding (MOU) between the City of Hemet and the Hemet Police Officers Association (HPOA) for the three-year period of July 1, 2013 through June 30, 2016.
13. **Recommendation by Community Development** - Specific Plan Amendment 13-001 Hemet Auto Mall
  - a. Adopt an ordinance approving Specific Plan Amendment No. 13-01, amending the Hemet Auto Mall Specific Plan (SP 87-28) modifying three (3) sections of the Hemet Auto Mall Specific Plan that relate to service areas, signage and implement of the plan. **Ordinance Bill No. 13-038**
14. **Recommendation by Community Development** - Municipal Code Amendment 13-006 establishing a Residential Rental Unit Registration and Crime-Free Housing Program
  - a. Adopt an ordinance adding Article XIV to Chapter 18 (Businesses) of the Hemet Municipal Code establishing a Residential Rental Registration and Crime-Free Rental Housing Program. **Ordinance Bill No. 13-040**

15. **Recommendation by Community Development - Zoning Change (ZC) 13-001: R-4 Multiple Family Zone**
    - a. Adopt an ordinance approving Zone Change No. 13-001 amending the zoning to R-4 on eighteen individual parcels (APN's: 448-120-010, 442-060-046, 464-270-002, 464-270-005, 454-270-006, 446-280-005, 446-280-016, 446-280-017, 446-300-001 thru -003, 446-300-005, 446-300-007, 446-300-008, 446-300-011, 451-100-022, 451-100-026 and 451-100-036 **Ordinance Bill No 13-039**
  
  16. **Recommendation by Engineering – Tract Map No. 31808-2 Rancho Diamonte – Pulte Home Corporation, Northeast corner of Mustang Way and Warren Road**
    - a. Accept Tract Map No. 31808-2 for approval; and
    - b. Authorize the City Manager to execute the Subdivision Improvement Agreement, and accept the corresponding securities; and
    - c. Authorize the City Clerk to process the agreement and map for recordation with the Riverside County Recorder's Office.
  
  17. **Recommendation by Community Investment – Consideration of funding Hemet - San Jacinto Valley Tourism Campaign Phase 2**
    - a. Approve partnering with the City of San Jacinto to fund additional tourism program activities for Fiscal Year 2013-2014 in the amount of \$21,000 with Leslie McClellan.
  
  18. **Recommendation by Public Works – Third Amendment to Contract between City of Hemet and Adame Landscape, Inc. for Landscape maintenance Services**
    - a. Approve the Third Amendment to Contract Agreement with Adame Landscape, Inc. maintaining the original contract pricing and extending the term of the agreement for one year, through September 30, 2014; and
    - b. Authorize the City Manager to execute the Third Amendment to Contract Agreement with Adame landscape, Inc. for a contract amount not to exceed \$396,846 for Fiscal Year 2013-2014; and
    - c. Authorize the City Manager to review and approve any increase (not to exceed ten percent) negotiated during the extended renewal term.
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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.

19. **Amendment to the 2013-2014 Community Development Block Grant (CDBG) Annual Action Plan – CDBG Coordinator Callahan**
    - a. Conduct a public hearing; and
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- b. Approve the proposed amendment to the 2013-2014 Community Development Block Grant (CDBG) Annual Action Plan for submission to the U.S. Department of Housing and Urban Development (HUD).
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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)
6. Update on Veteran's Day Event
7. Update on Christmas Parade

#### 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
3. Indian Gaming Distribution Fund
4. Riverside County Habitat Conservation Agency (RCHCA)
5. Ramona Bowl Association

- D. Mayor Pro Tem Smith
  - 1. League of California Cities
  - 2. Riverside County Transportation Commission (RCTC)
  - 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
  - 2. Schedule Workshop with David Turch and Associates
  - 3. Letter in Opposition of SB 594
  - 4. League of California Cities General Meeting
  - 5. League of California Cities Division Meeting in Hemet, November 18, 2013
  - 6. Federal Public Health Survey
  - 7. Highway 74 Update

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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 a future City Council meeting, please state the agenda item to provide direction to the City Manager.

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### **Adjournment**

Adjourn to Tuesday, September 10, 2013 at 7:00 p.m. for consideration of items placed on that agenda. The next regular meeting will be held September 24, 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.*



#8

# MINUTES

## REGULAR MEETING OF THE HEMET CITY COUNCIL

July 9, 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*

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### Call to Order

Mayor Youssef called the meeting to order at 6:03 p.m.

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### Roll Call

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

ABSENT: None

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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 6:03 pm.

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)*
- 

### REGULAR SESSION

7:00 p.m.

City of Hemet City Council Chambers  
450 E. Latham Avenue

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### Call to Order

Mayor Youssef called the meeting to order at 7:19 p.m.

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## Roll Call

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

ABSENT: None

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

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## Invocation

Invocation was given by Krystyne Gray, Hemet-San Jacinto Interfaith Council

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## Pledge of Allegiance

Pledge of Allegiance was led by Council Member Milne

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## City Attorney Closed Session Report

### 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 (HPOA)*

**The City Council gave direction to the City's Labor Negotiator. There was no additional reportable action.**

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## Presentation

### 3. Moment of Silence for Fallen Fire Fighters

**Mayor Youssef**, requested a Moment of Silence for the 19 Fallen Fire Fighters and a special remembrance of the two local Fire Fighters, Christopher MacKenzie and William Warneke.

**Brian Nestande, 42<sup>nd</sup> State Assemblyman**, taking time to allow the community to gather and honor our two heroes. The news was devastating. This City has lost more than its fair share of heroes in the line of duty. Hemet has always been a close knit Community. The State Assembly adjourned their July 3, 2013 meeting in their honor. Thank you for honoring their memory

**Mayor Youssef**, I personally know members of the Warneke family. Their strength and reliance on God is great.

**Mayor Pro Tem Smith**, thanked Assemblymen Nestande for taking the time to be here. My son attended school with one of the young men.

**Council Member Krupa**, my condolences to the families. This is a close knit Community. I was honored to attend the memorial in Prescott, AZ over the weekend. The outpouring from that community was overwhelming. This Valley has lost a lot of young men in the line of duty either the service or public safety.

**Council Member Wright**, thanked Assemblymen Nestande for coming. This community has a number of heroes, either the ones that leave to protect their community or stay here to serve.

**Council Member Milne**, thanked Assemblymen Nestande for recognizing the Valley's heroes. The City Council recessed briefly at 7:30 p.m. Reconvened at 7:34 p.m.

**Mayor Youssef**, requested that staff obtain the necessary permission to place the City flags at half staff.

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## City Council Business Consent Calendar

4. **Approval of Minutes** – June 11, 2013
5. **Receive and File** – Warrant Register
  - a. Warrant register dated June 27, 2013. Payroll for the period of May 27, 2013 to June 9, 2013 was \$578,752.72 and June 10, 2013 to June 23, 2013 was \$568,825.89.
6. **Recommendation by Engineering** – Installation of Banners across Florida Avenue
  - a. Valley-Wide Recreation & Park District – Docent Recruitment
  - b. United Methodist Church – Summer Concert, July 26, 2013
  - c. Ramona Bowl – Zorro Play, August 10<sup>th</sup>, 17<sup>th</sup> & 24<sup>th</sup>
  - d. Ramona Bowl – Summer Concerts, July 11<sup>th</sup>, 18<sup>th</sup>, & 25<sup>th</sup> and August 1<sup>st</sup>
7. **Recommendation by Community Development** - Municipal Code Amendment 13-004 pertaining to the Issuance of Administrative Citations
  - a. Adopt an ordinance regarding amendments to the Hemet Municipal Code in an effort to refine the procedures related to the imposition, enforcement, collection, and appeal of administrative citations, fines and penalties.  
**Ordinance No. 1864**
8. **Recommendation by Community Development** - Municipal Code Amendment 13-005 pertaining to the Declaration and Abatement of Public Nuisance Conditions
  - a. Adopt an ordinance amending Chapter 30 of the Hemet Municipal Code regarding public nuisances and the associated regulations that will promote the maintenance of real property and enhance the appearance, habitability, occupancy, use and safety of all structures and premises within the City  
**Ordinance No. 1865**

Item No. 4 was removed from the Consent Calendar. **Council Member Krupa moved and Council Member Milne seconded a motion to approve the remaining Consent Calendar items as presented. Motion carried 5-0.**

Item No. 4

**Mayor Pro Tem Smith**, recused himself since he was not present for the June 11, 2013 meeting.

**Mayor Youssef moved and Council Member Milne seconded a motion to approve this item as presented. Motion carried 4-0.**

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## Successor Agency Consent Calendar

9. **Recommendation by Community Investment** – Authorization for Contract Amendment with RSG Inc., for Successor Agency Professional Services
  - a. Authorize the Interim City Manager to execute a contract amendment with RSG, Inc. to authorize additional spending beyond the Interim City Manager’s spending authority for work required to be undertaken by the Successor Agency to the dissolved Hemet Redevelopment Agency pursuant to AB 1X 26 in the amount of \$25,000.

**Council Member Krupa moved and Council Member Wright seconded a motion to approve this item as presented. Motion carried 5-0.**

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### Public Hearing

10. **Zoning Ordinance Amendment (ZOA) No. 13-005 – Big Box Retail Conversion** – Community Development Director Elliano
  - a. Conduct a public hearing; and
  - b. Introduce, read by title only and waive further reading on 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** and
  - c. Direct staff to file a Notice of Exemption with the County Clerk in compliance with the California Environmental Quality Act.

**Deanna Elliano, Community Development Director**, this ordinance will replace the Urgency Ordinance that expires in August. This ordinance defines the retail commercial space that can not revert to office space on Florida Avenue or in a tax corridor. The ordinance does not prohibit it, it establishes a process. There were comments received regarding this ordinance. The Planning Commission recommends approval.

**Mayor Pro Tem Smith**, asked staff if there is flexibility in the square footage stated in the Ordinance.

**Ms. Elliano**, only if the City Council changes the ordinance. If not 30,000 is the minimum square footage building that would be required to go through a process to consider conversion. This square footage does cover the larger big box spaces that exist.

**Council Member Wright**, requested an example of a 30,000 square foot vacant building in Hemet.

**Ms. Elliano**, as an example Home Depot is 60,000 square foot. Stater Bros and Von’s are approximately 45,000 square feet. The Dollar General on Stetson is 23,000 square feet.

**Mayor Youssef**, this ordinance was requested when the County of Riverside wanted to convert the former 60,000 square foot Albertson’s to office space.

**Mayor Youssef declared the Public Hearing opened at 7:42 p.m.**

There were no public comments presented at this time.

**Mayor Youssef declared the Public Hearing closed at 7:43 p.m.**

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

The Ordinance was read by title only.

11. **Engineer's Reports and levy and collection of assessments for the existing Hemet Streetlight and Landscape Maintenance Districts for Fiscal Year 2013-2014** – Deputy City Manager/Administrative Services Director
  - a. Conduct a public hearing; and
  - b. Adopt a resolution ordering the levy and collection of assessment for the existing Streetlight Maintenance District for fiscal year 2013-2-14 **Resolution No. 4547**; and
  - c. Adopt a resolution amending and/or approving the annual Engineer's Report for the existing Streetlight Maintenance District **Resolution No. 4548**; and
  - d. Adopt a resolution ordering the levy and collection of assessment for the existing Landscape Maintenance District for fiscal year 2013-2-14 **Resolution No. 4549**; and
  - e. Adopt a resolution amending and/or approving the annual Engineer's Report for the existing Landscape Maintenance District. **Resolution No. 4550.**

**Rita Conrad, Deputy City Manager/Administrative Services Director**, these resolutions will order the levy and collection of assessments for the existing Streetlight and Landscape Maintenance Districts as well as approve the Engineers Report. Staff recommends that the City Council conduct a public hearing and consider adoption of the resolutions.

**Mayor Youssef declared the Public Hearing opened at 7:46 p.m.**

There were no comments presented at this time.

**Mayor Youssef declared the Public Hearing closed at 7:46 p.m.**

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

12. **Updating the Fine Schedule and Fees for Administrative Citations** – Community Development Director Elliano
  - a. Conduct a public hearing; and
  - b. Adopt a resolution amending the Administrative Fine Schedule for Violation of the Hemet Municipal Code. **Resolution No. 4551.**

**Deanna Elliano, Community Development Director**, Ordinance No. 1864 amends Chapter 1 of the Hemet Municipal Code regarding an update to the City's existing code provision for the imposition, enforcement, collection, and appeal of Administrative Citations. This resolution establishes an Administrative Fine Schedule which includes a uniform fine of \$100.00 for the first occurrence of the violation, \$200.00 for the second occurrence in a 12-month period, and \$500 for the third occurrence in a 12-month period. This resolution also establishes fees for newly authorized re-inspection fee and a late penalty and interest charges in the event of non-payment of the citations.

**Mayor Youssef**, asked what measures the City will take if the citations are not paid beyond a late penalty and interest.

**Ms. Elliano**, the City has a collection process with the Franchise Tax Board.

**Eric Vail, City Attorney**, the process used by the Franchise Tax Board can result in a wage assignment.

The City Council and staff discussed the need to consider a steeper fee for continued violations.

**Ms. Elliano**, if citations don't work we need to consider another approach like taking the violator to court. Fortunately the City does get a fair amount of voluntary compliances.

**Council Member Wright**, requested that there be additional follow up with the person that

files the complaint, concern has been expressed that the complaint fell on deaf ears.

**Ms. Elliano**, explained the follow up process.

**Council Member Wright**, suggested that staff consider some type of follow up system that does not require the resident to contact staff.

**Mayor Youssef declared the Public Hearing opened at 8:00 p.m.**

There were no public comments presented at this time.

**Mayor Youssef declared the Public Hearing closed at 8:00 p.m.**

**Council Member Wright moved and Council Member Krupa seconded a motion to approve this item as presented. Motion carried 5-0.**

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## **Communications from the Public**

**Paul Raver, Hemet**, presented a letter to the City Council regarding a recent letter sent to the City of Hemet from Attorney Christopher Nissen, representing The Public Safety Coalition, Hemet Fire Fighters Association and Chief Morris. The letter accuses Mr. Bradley of placing demands on Chief Morris. Mr. Raver again presented his proposed annual cost for Hemet Fire Department. Mr. Raver recommended that the City Council request a full report from City Manager Bradley of the demands that were presented to Chief Morris. Mr. Raver also recommended that the City Council request an explanation as to why the budget recommendations do not include re-opening Fire Station No. 5.

**Flora Johnson, Hemet**, expressed concern with larger agencies and their inability to act without permission from higher up. Priorities might be different. Ms. Johnson recommended that the City Council keep Hemet Fire Department.

**Bob Jungbluth, Hemet**, recommended that updated Animal Control information be included on City's website. Mr. Jungbluth asked the City Council about the 10 lots for sale that were previously a water basin. The realtor is marketing the property as commercially zoned.

**Mr. Jungbluth was referred to Kris Jensen, Public Works Director.**

**Patty Woods, Hemet**, expressed disappointment that the City Council's actions do not show support for Public Safety. Ms. Woods asked the City Council what they are going to do about the way Mr. Bradley treated Chief Morris. Ms. Woods requested that the City Council consider Mr. Raver's recommendations.

**Ray Esmone, Hemet**, requested an officer to do some traffic surveillance occasionally in his neighborhood. The 25 mph speed limit is not obeyed.

**Lisa DeForest, Hemet**, expressed concern with the homeless problem near her professional office located at 815 E. Latham. Ms. DeForest also expressed concern with recent change in use at 809 E. Latham Avenue. The building was formerly a professional building, now it appears that it is residential. The Police Department has had 14 calls for service since January.

**Mayor Youssef**, recommended that staff consider using the Hemet ROCS Enforcement Team to help with this situation. Mayor Youssef asked staff to look into the appropriate use for this property.

**Nicole Tamez, Hemet**, asked the City Council to lower the flag at Gibbel Park. The Community will line Florida Avenue from Kirby east between 3:00 and 4:00 p.m. on Wednesday, July 10, 2013 to receive the remains of Christopher MacKenzie.

**Donna Banks, Hemet**, the residents are happy to hear that the City Council approved the budget including a paramedic program. The residents would like to know when this will be implemented. Ms. Banks asked the City will be requesting an RFP for Ambulance Service.

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# City Council Reports

## 13. CITY COUNCIL REPORTS AND COMMENTS

### A. Council Member Krupa

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

**Council Member Krupa**, RTA approved their FY 13/14 budget. The budget included a reduction in transit fair for Military and Public safety.

**Council Member Krupa**, attended a meeting about the Bay Delta Conservation Plan. The anticipated cost to move the water from Northern California via tunnels is \$13 to \$15 Billion. Northern California is opposed to the plan. Southern California cities need to get organized and get up to speed on the plan.

### 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)

**Council Member Milne**, the Independence Day Parade and events were a lot of fun. The fireworks were great.

### 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

**Council Member Wright**, San Jacinto did a great job, the 4<sup>th</sup> of July parade and events were great.

### D. Mayor Pro Tem Smith

1. League of California Cities

**Mayor Pro Tem Smith**, Lewis Homes Corporation announced that they will be hiring 50 employees. Residential building is increasing for most regions.

2. Riverside County Transportation Commission (RCTC)

**Mayor Pro Tem Smith**, the 91 Freeway expansion might be held up due to "The Buy American Program". The program requires that a large % of materials be purchased from America.

**Council Member Wright**, the concern is that there are some products that we no longer manufactured. It is my understanding that the contractors have to at least show that the tried

to buy the product in the U.S.

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

**Mayor Pro Tem Smith**, complimented staff on their effort in the 4<sup>th</sup> of July parade. There were 80 entries. The City of Hemet needs to continue its support of these events.

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 End Advisory Ad-Hoc Committee

G. Interim City Manager Bradley

1. Manager's Reports
2. Award of Grant to Police Department from Soboba Band of Luiseno Indians

**Ron Bradley**, the Police Department received \$176,511 to mitigate issues between the City and the casino, specifically roadways and traffic. The grant was used to purchase two vehicles used for enforcement equipped with automated license plate readers and 9 hand held radios.

3. Award of Grant from RCTC for Sidewalk Improvements
4. School Resource Officer Agreement with Hemet Unified School District

**Ron Bradley**, HUSD approved funding for 4 full-time SRO's. This is a partnership we continue to develop and strengthen.

5. Hemet Valley Mall Police Sub-Station
6. San Jacinto's 4<sup>th</sup> of July Parade

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## **Future Agenda Items**

**The City Council gave direction to staff to contact CalTrans regarding the weeds in the median east of Columbia on Florida Avenue.**

Report showing a detailed accounting of the Paramedic/EMD line item.

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## **Adjournment**

Adjourned at 8:54 p.m. to Tuesday, July 23, 2013 at 7:00 p.m.



#9

# MINUTES

## REGULAR MEETING OF THE HEMET CITY COUNCIL

July 23, 2013

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*

### Call to Order

Mayor Youssef called the meeting to order at 6:01 p.m.

### Roll Call

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

ABSENT: Council Member Krupa

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

### Closed Session

#### Notice of Opportunity for Public Comment

There were no public comments presented at this time.

The City Council recessed to Closed Sessions at 6:02 p.m.

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

## REGULAR SESSION

7:00 p.m.

City of Hemet City Council Chambers  
450 E. Latham Avenue

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### Call to Order

Mayor Youssef called the meeting to order at 7:00 p.m.

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### Roll Call

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

ABSENT: Council Member Krupa

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

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

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### Invocation

Invocation given by Darleana McHenry, Hemet-San Jacinto Interfaith Council

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### Pledge of Allegiance

Pledge of Allegiance was led by Mayor Pro Tem Smith

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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)*

**The City Council received an updated and gave direction to staff. There was no additional reportable action.**

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

**The City Council gave direction to the Agency's Negotiator. There was no additional reportable action.**

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## **City Council Business 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 No. 1866**
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 27, 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

Item No. 8 was removed from the Consent Calendar. **Mayor Pro Tem Smith moved and Council Member Milne seconded a motion to approve the remaining Consent Calendar items as presented. Motion carried 4-0.**

Item No. 8

**Council Member Wright**, requested an updated on the City Manager recruitment.

**Ron Bradley, Interim City Manager**, the recruitment closes on July 26<sup>th</sup>. As of today 60

applications have been submitted. The applications will be reviewed by the recruiter. The top qualifying applicants will be presented to the City Council to decide which applicants are to be interviewed. Interviews will be scheduled and an offer for appointment can be considered. If the selected candidate is employed they will have to give a 60 to 90 day notice.

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

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## Public Hearing

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.

**Deanna Elliano**, State law requires all cities to prepare a housing element as a part of their General Plan and have it reviewed and certified by HCD. The City received HCD certification of its Cycle 4 (2008-2013) housing element on June 28, 2012. The City of Hemet is 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 certification, the City is required to make certain amendments to its zoning code regarding the provision of housing types and sites. ZOA 13-001 addresses three of the four required amendments to the Chapter 90 of the Hemet Municipal Code. The amendments pertain to the provisions 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. 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 proposed ordinance recognized the existing Valley Restart Shelter located on Menlo as being permitted by right. Any additional shelters would be permitted only by conditional use permit in the C-M zone and subject to the requirements of Division 4 to Article X. 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. 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 CC&R's. This does not affect existing senior housing complexes and mobile home parks. The proposed amendments encourage the preservations of senior-only communities.

The City Council and staff discussed existing emergency shelter and requirements that would be imposed on any proposed emergency shelters. Valley Restart is permitted by use unless they do any major improvements or expansion.

**Ms. Elliano**, explained the requirements that might be imposed for any existing senior housing complex or mobile home park to convert.

**Council Member Milne**, expressed concern with a specific area that has age restricted signage however the residents do not look like seniors.

**Ms. Elliano**, staff will look into it. The area might have been age restricted at one time or inappropriately designated. There are some Mobile Home parks that were marketed for seniors, however they never had the covenants.

**Mayor Youssef declared the Public Hearing opened at 7:24 p.m.**

There were no public comments presented at this time.

**Mayor Youssef declared the Public Hearing closed at 7:24 p.m.**

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

The Ordinance was read by title only.

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. 13-021**; and
- c. Direct staff to file a Notice of Determination with the County Clerk in compliance with the California Environmental Quality Act

**Deanna Elliano, Community Development Director**, this is the other zoning ordinance amendment necessary to satisfy compliance with the existing Housing Element. This ordinance establishes the R-4 multi-family residential zone to accommodate the General Plan High Density Residential which allows 18.1 to 30 dwelling units per acre and the Very High Density Residential designation which allows 30.1 to 45 dwelling units per acre. This Ordinance also amend the multi-family zoning district regulations and development standards to remove conditional use permit requirements in multi-family zones to allow multi-family housing by right. Staff surveyed other cities with good and updated standards and best practices. New development standards were developed and are included in this amendment. The proposed standards will encourage senior housing.

**Mayor Youssef declared the Public Hearing opened at 7:29 p.m.**

There were no public comments presented at this time.

**Mayor Youssef declared the Public Hearing closed at 7:29 p.m.**

**Council Member Wright moved and Council Member Milne seconded a motion to approve this item as presented. Motion carried 4-0.**

The Ordinance was read by title only.

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## **Communications from the Public**

**Donna Banks, Hemet**, thanked Mr. Bradley and Chief Reynoso for the follow up. Ms. Bank's announced the community meeting that will be held on August 16<sup>th</sup>.

**Charles Thayer, Hemet**, expressed concern with the staffing levels in Police and Fire. The employees are so overworked that they don't have time to help residents. Mr. Thayer asked

why the Fire Department rolls on every ambulance call. This kind of use is hard on equipment. Mr. Thayer recommended that the City Council approve hiring more employees in the Police Department.

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

### 6. 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

**Mayor Pro Tem Smith**, SCAG's website has a good extensive profile of their participating cities including the City of Hemet.

### 7. Mayor Youssef

- a. Western Riverside County of Governments (WRCOG)
- b. Riverside County Transportation Commission (RCTC)
- c. Disaster Planning Commission

### 8. Ad-Hoc Committee Reports

- a. Crime Stoppers Plus Ad-Hoc Committee
- b. West Hemet MSHCP Ad-Hoc Committee

**Council Member Milne**, RCA was not available for the first meeting. Everyone in attendance agrees on the plan. Currently staff is compiling all of the agencies reports that have been completed already to see if there are additional reports necessary.

9. Interim City Manager Bradley

1. Manager's Reports

**Ron Bradley, Interim City Manager**, Council Member Wright requested a breakdown of the approved \$900,000 line item for the EMD/Paramedic Programs. The information was provided to the City Council and available for the public.

**Ron Bradley, Interim City Manager**, the City will be conducting a round table to discuss the development process on Thursday, July 25, 2013. Staff will be available to answer questions and assist.

**Ron Bradley, Interim City Manager**, the Cooperative Agreement with the California Highway Patrol went into effect on July 22, 2013.

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## **Recess to Housing Authority Meeting**

The City Council recessed to the Housing Authority meeting at 7:45 p.m.

Reconvened at 7:51 p.m.

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## **Future Agenda Items**

Options for Weston Park

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## **Adjournment**

Adjourned at 7:54 p.m. to Tuesday, August 13, 2013 at 7:00 p.m.



## Staff Report

TO: Honorable Mayor and Members of the City Council

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

DATE: August 27, 2013

RE: Warrant Register

The City of Hemet's warrant registers dated August 7, 2013 and August 8, 2013 are currently posted on the City's website in the Finance Department section, under *Financial Information*. Payroll for the period of July 22, 2013 to August 4, 2013 was \$615,380.78.

### CLAIMS VOUCHER APPROVAL

"I, Rita Conrad, Deputy City Manager/Administrative Services, do hereby certify that to the best of my knowledge and ability, that the warrant register posted on the city's website is a true and correct list of warrants for bills submitted to the City of Hemet, and the payroll register through the dates listed above, and that there will be sufficient monies in the respective funds for their payment."

Respectfully submitted,

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

Rita Conrad  
Deputy City Manager/Administrative Services

RC: mh

CITY OF HEMET  
VOUCHER/WARRANT REGISTER  
FOR ALL PERIODS

CLAIMS VOUCHER APPROVAL

I, RITA CONRAD, DO HEREBY CERTIFY THAT TO THE BEST OF MY KNOWLEDGE AND ABILITY, THAT THE WR POSTED ON THE CITY WEBSITE IS A TRUE AND CORRECT LIST OF WARRANTS FOR BILLS SUBMITTED TO THE CITY OF HEMET THROUGH THE DATES LISTED ABOVE, AND THAT THERE WILL BE SUFFICIENT MONIES IN THE RESPECTIVE FUNDS FOR THEIR PAYMENT.

RITA CONRAD  
DEPUTY CITY MANAGER/ADMINISTRATIVE SERVICES



## Staff Report

TO: Honorable Mayor and Members of the City Council

FROM: Eric S. Vail, City Attorney

DATE: August 27, 2013 *ESV*

RE: **Sunwest Retirement Village: Consent to Change in Management and Approval of Master Lease Agreement**

### **RECOMMENDATION:**

That the City Council authorize the Mayor to sign the "Consent of Issuer" approving a change in management of the Sunwest Retirement Village.

### **BACKGROUND:**

In 1999, the City of Hemet assisted in the refinancing of multifamily housing bonds originally used to construct Sunwest Retirement Village, a senior affordable housing project, by issuing a new series of bonds (the Multifamily Housing Revenue Refunding Bonds – Sunwest Retirement Village – 1999 Series A) (the "**Refunding Bonds**") in the amount of \$13,550,000. In essence, the City's only role in the project was to provide a conduit for financing by serving as issuer of both the original bonds and the Refunding Bonds. The proceeds of the bonds were used to fund a loan to the project owner -- MGP V, LLC, a Washington limited liability company ("**MGP**") for construction of the Sunwest facility. At the time the Refunding Bonds were issued, MGP was wholly-owned by Merrill Gardens, LLC, a Washington limited liability company ("**Merrill Gardens**") that at the time, owned and operated 52 retirement communities in 14 states, and that since then, has completed development of a number of additional senior assisted and independent living facilities throughout the country.

In 2010, the City consented to a change in MGP's ownership structure, approving a transfer of 100% of the ownership interests in MGP to MG Landlord LLC, a Delaware limited liability company ("**MG Landlord**") that in turn is owned 20% by Merrill Gardens and 80% by Health Care REIT, Inc., a Delaware corporation ("**Health Care REIT**"). The facility has been managed by Merrill Gardens.

The project owner has proposed a restructuring that will result in Health Care REIT and its wholly-owned subsidiary owning all of the ownership interests in MG Landlord, and Health Care REIT owning 100% of the indirect ownership interests in MGP and the Sunwest facility. Health Care REIT is an S&P 500 company that invests in senior housing and health care facilities and provides an extensive array of property management and development services. Its portfolio includes over 1100 properties in 46 states, the United Kingdom, and Canada.

In addition, the restructuring provides for a master lease agreement pursuant to which Emeritus Corporation, a Washington corporation also known as Emeritus Senior Living (“**Emeritus**”) will operate the Sunwest facility. Emeritus is the nation’s largest assisted living provider, supporting nearly 480 senior residential communities in 45 states.

Under Section 5.7 of the Financing Agreement and Section 10 of the Amended and Restated Regulatory Agreement (the “**Regulatory Agreement**”), each of which was executed in connection with the issuance of the Refunding Bonds, the City has authority to consent to any sale or other transfer of the Sunwest facility, which consent cannot be unreasonably withheld. Under Section 2(j) of the Regulatory Agreement, the City’s approval is required for any facility management agreement, and City’s written consent (which shall not be unreasonably withheld) is required in connection with the amendment or termination of any previously-approved management agreement.

**ANALYSIS:**

In accordance with the Regulatory Agreement, the entities involved in the restructuring have requested City approval to transfer management of the Sunwest facility from Merrill Gardens to Emeritus pursuant to a Master Lease Agreement executed by and among MGP, Emeritus, Health Care REIT and certain other parties that own other facilities that Emeritus will manage.

The ownership restructuring described above does not involve a transfer of the facility that would require City consent under the documents referenced above; however, the entities involved have provided the City with review copies of the documents that would effect the restructuring, pending review by Freddie Mac which holds a security interest in the Sunwest facility that secures repayment of the loan that was funded with the proceeds of the Refunding Bonds.

The loan that was funded with the bond proceeds will remain in place with no change in terms. In addition, the facility owner will remain obligated to comply with all terms of the bond documents, including without limitation, the Regulatory Agreement and the affordability requirements set forth therein.

The City Attorney’s office has reviewed the restructuring agreement and the Master Lease Agreement. The City Attorney’s office finds no basis to object to the change in management or ownership structure. In addition, the City Attorney’s Office

has consulted with the Finance Director and the Housing Manager, and neither has raised any objections to the proposed ownership or management structure. Therefore, we recommend that the City authorize the Mayor to sign the consent form attached to this staff report.

**FISCAL IMPACT:**

No fiscal impact on the City is anticipated as a result of this action.

Respectfully submitted,



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Eric S. Vail  
City Attorney

**\$13,550,000**  
**CITY OF HEMET**  
**Multifamily Housing Revenue Refunding Bonds**  
**(Sunwest Retirement Village)**  
**1999 Series A**

**CONSENT OF ISSUER TO CHANGE IN MANAGEMENT AND APPROVAL OF  
MASTER LEASE AGREEMENT**

**August \_\_, 2013**

The City of Hemet, California, as Issuer (the "Issuer") with respect to the above-captioned bonds (the "Bonds") issued under the Trust Indenture dated as of December 1, 1999 (the "Indenture") between the Issuer and U.S. Bank Trust National Association, as Trustee (the "Trustee"), hereby consents pursuant to Section 2(j) of the Amended and Restated Regulatory Agreement and Declaration of Restrictive Covenants dated as of December 1, 1999 (the "Regulatory Agreement") by and among the Issuer, the Trustee and MGP V, LLC, as Owner (the "Owner"), to the transfer of management of the Sunwest Retirement Village from Merrill Gardens, LLC, a Washington limited liability company, to Emeritus Corporation, a Washington corporation ("Emeritus"), pursuant to that certain Master Lease Agreement dated as of June 27, 2013 and executed by and among Owner, Emeritus, Health Care REIT, Inc, a Delaware corporation, and certain other parties (the "Master Lease Agreement"). The Issuer has determined that all of the requirements for its Consent to such transfer set forth in the Regulatory Agreement have been satisfied as of date set forth above, and hereby approves the Master Lease Agreement and such transfer.

*[Remainder of this Page Intentionally Left Blank]*

**IN WITNESS WHEREOF**, this Consent of Issuer to Change in Management and Approval of Master Lease Agreement has been executed by a duly authorized officer of the undersigned as of the date first above written.

**CITY OF HEMET, as Issuer**

By: \_\_\_\_\_  
Robert Youssef  
Mayor

**ATTEST:**

By: \_\_\_\_\_  
Sarah McComas  
City Clerk

**APPROVED AS TO FORM:**

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



TO: Honorable Mayor and Members of the Hemet City Council

FROM: Ronald Bradley, Interim City Manager *RWB*  
Rita Conrad, Deputy City Manager-Administrative Services

DATE : August 27, 2013

RE: Memorandum of Understanding with the Hemet Police Officers Association (HPOA)

**RECOMMENDATION:**

Authorize the City's negotiation team to execute the attached Memorandum of Understanding (MOU) between the City and the Hemet Police Officers Association (HPOA) for the three-year period of July 1, 2013 through June 30, 2016.

**BACKGROUND:**

The Police Department has struggled to retain seasoned, highly trained officers and continues to see officers move to other law enforcement agencies. Recruiting lateral police officers has also proven to be a challenge with approximately nine (9) positions currently vacant (this equates to a vacancy rate of 20% within the police officer ranks).

The recommended MOU between the City and the Hemet Police Officers Association (HPOA) addresses the City Council's top priority of public safety through a package that contains key provisions for both the retention of police officers and recruitment of new lateral officers. The HPOA, recognizing the cost of the package, offered to offset some of the financial impact to the City by having their members pay 3% of the City's PERS costs over the term of the contract. HPOA currently pays 100% of the employees' contribution rate which is 9%. By offering to pay 3% of the City's PERS rate, the total contribution to PERS costs by unit members will increase from 9% to 12%. The proposal you see before you is a result of the hard work and determination of both negotiating teams and addresses the concerns of the Council, the community, and the members of the HPOA.

**ANALYSIS:**

In accordance with the authority granted the City Council, the attached Memorandum of Understanding is presented for consideration. The pertinent details of the Memorandum are as follows:

**Term:**

- **Three-Year Agreement** – MOU shall be effective July 1, 2013 through June 30, 2016.

**Salaries:**

- The proposed salary increases bring HPOA members to the median salary of the comparable agencies listed in the MOU. No later than October 15, 2014, the parties will meet and confer over the appropriate list of comparable cities for the salary survey in future negotiations.
- Effective July 1, 2013, base salaries shall be increased by 4% from base salaries at the end of the 2012-2013 fiscal year.
- Effective July 1, 2014, base salaries will be increased by 4% from base salaries during the 2013-14 fiscal year.
- Effective July 1, 2015, base salaries will be increased by 4% from base salaries during the 2014-2015 fiscal year.

**Annual Lump Sum Payment of \$1,200:**

- Non Pensionable (not subject to PERS)
- Non-recurring (does not accumulate each year)
- This provision sunsets at the end of the contract term
- \$1,200 payment will be divided into 4 quarterly installments

**Recruitment Bonus for New Hires:**

- A full-time unit member who is hired laterally, who has at least three (3) years of service as a sworn police officer, and who has not worked for the City for a period of at least eighteen (18) months, is eligible to receive a one-time signing bonus in the amount of five thousand (\$5,000) dollars.
- Payment is contingent upon the unit member's execution of a written service agreement agreeing to repay the bonus under specified terms. A unit member who fails to complete the specified period of service shall be indebted to the City and shall repay the bonus on a pro-rata basis.

**Retirement:**

HPOA unit members currently pay the entire employees' share of PERS costs (9%). The proposed MOU includes provisions for unit members to pay 3% of the City's PERS rate, bringing the total contribution to retirement costs by unit members from 9% to 12%.

- Effective July 1, 2013, unit members will contribute one percent (1%) of the employer's share of the CalPERS contribution.

- Effective July 1, 2014, unit members will contribute an additional one percent (1%) of the employer's share of the CalPERS contribution, for a total of two percent (2%) of the employer share of the retirement contribution.
- Effective July 1, 2015, unit members will contribute an additional one percent (1%) of the employer's share of the CalPERS contribution. By July 1, 2015, unit members will be contributing a total of 3% toward the employer's share of the CalPERS contribution.
- Includes language consistent with the Public Employees' Pension Reform Act of 2013 (PEPRA).

**Vacation sell-back:**

- The provision to sell-back 50% of unused vacation time earned in the previous 12-month period was reinstated (this had previously been stopped as a budget balancing measure).

**FISCAL IMPACT:**

The total **three-year** cost of this package is approximately \$1.5 million before increased employee contributions to PERS. After factoring in the additional amount of PERS cost to be paid by unit members the net cost of the package is lowered to approximately \$1.3 million.

Year 1:	\$259,000
Year 2:	\$437,800
Year 3:	<u>\$623,700</u>
Total Three-Year Net Cost:	\$1,320,500

It is anticipated that salary saving from existing vacancies within the Police Department will offset some of these costs initially. As turnover decreases and vacancies are filled it is expected that saving in training and recruitment costs will also offset some the costs related to this package.

Respectfully submitted,

Approved as to form:

  
  
 Ronald Bradley  
 Interim City Manager

Rita Conrad  
 Deputy City Manager

  
 Eric S. Vail  
 City Attorney

Attachment: Memorandum of Understanding between the City and HPOA

#13



**CITY OF HEMET  
Hemet, California  
ORDINANCE BILL NO. 13-038**

**AN ORDINANCE OF THE CITY COUNCIL OF THE CITY OF HEMET, CALIFORNIA APPROVING SPECIFIC PLAN AMENDMENT NO. 13-001, AMENDING THE HEMET AUTO MALL SPECIFIC PLAN (SP 87-28) FOR THE PROPERTY LOCATED ON THE SOUTHEAST CORNER OF FLORIDA AVENUE AND WARREN ROAD (APNS: 456-010-012, 013, 015 & 017).**

**WHEREAS**, an application for Specific Plan Amendment No. 13-001 was duly filed by:

Applicant/Owner: Gosch Auto Group  
Authorized Agent: Eric Gosch – Stetson Crossing Partners, LLC  
Project Location: Hemet Auto Mall – Southeast corner of Florida Avenue and Warren Road  
APN Information: 456-010-012, 013, 015 & 017  
Lot Area: Approximately 80 Acres

**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**, the Planning Commission has the authority under Chapter III.6 (Implementation) of the Hemet General Plan to review and make a recommendation to the City Council on Specific Plan Amendment No. 13-001; and

**WHEREAS**, the Applicant has requested approval of Specific Plan Amendment No. 13-003 in accordance with requirements of Chapter III.6 (Implementation) of the Hemet General Plan; and

**WHEREAS**, on July 25, 2013, the City gave public notice by publishing notice in the Press Enterprise and notices were mailed to property owners within 1,000 feet of

1 the project site of the holding of a public hearing at which the Specific Plan Amendment  
2 would be considered by the Planning Commission; and

3 **WHEREAS**, on August 6, 2013 the Planning Commission held the noticed public  
4 hearing at which interested persons had an opportunity to testify in support of, or  
5 opposition to, the proposed amendment to the Hemet Auto Mall Specific Plan and at  
6 which time the Planning Commission considered the proposed amendment to the  
7 Hemet Auto Mall Specific Plan; and

8 **WHEREAS**, on August 6, 2013, the Planning Commission was presented with a  
9 draft of this Specific Plan Amendment No. 13-001 and, after conducting a duly noticed  
10 public hearing, voted to recommend that the City Council approve Specific Plan  
11 Amendment No. 13-001; and

12 **WHEREAS**, on July 30, 2013, the City gave public notice by publishing notice in  
13 the Press Enterprise and notices were mailed to property owners within 1,000 feet of  
14 the project site of the holding of a public hearing at which the Specific Plan Amendment  
15 would be considered by the City Council; and

16 **WHEREAS**, on August 13, 2013 the City Council held the noticed public hearing  
17 at which interested persons had an opportunity to testify in support of, or opposition to,  
18 the proposed amendment to the Hemet Auto Mall Specific Plan and at which time the  
19 Planning Commission considered the proposed amendment to the Hemet Auto Mall  
20 Specific Plan; and

21 **WHEREAS**, on August 13, 2013, the City Council was presented with a draft of  
22 this Specific Plan Amendment No. 13-001 and, after conducting a duly noticed public  
23 hearing, voted to recommend that the City Council approve Specific Plan Amendment  
24 No. 13-001; and

25 **WHEREAS**, the City has analyzed this proposed project and has determined that  
26 it is exempt from further review under the California Environmental Quality Act ("CEQA")  
27 pursuant to Section 15162 of the CEQA Guidelines because the proposed project is  
28

1 consistent with a Mitigated Negative Declaration and Mitigation Reporting Program  
2 prepared for Hemet Auto Mall Specific Plan Amendment No. 03-03 and adopted on  
3 November 5, 2004; and

4 **WHEREAS**, attached as Exhibit "A" is the proposed Ordinance Bill No. 13-038.

5  
6 **NOW THEREFORE**, the City Council of the City of Hemet does Resolve,  
7 Determine, Find and Order as follows:

8  
9 **SECTION 1: ENVIRONMENTAL FINDINGS**

10 The City Council, in light of the whole record before it, including but not limited to, the  
11 City's Local CEQA Guidelines and Thresholds of Significance, the recommendation of  
12 the Planning Commission as provided in the Staff Report dated August 6, 2013 and  
13 documents incorporated therein by reference, and any other evidence (within the  
14 meaning of Public Resources Code §21080(e) and §21082.2) within the record or  
15 provided at the public hearing of this matter, hereby finds and determines as follows:

- 16  
17 1. **CEQA:** The City has analyzed this proposed project and has determined that  
18 it is exempt from further review under the California Environmental Quality Act  
19 ("CEQA") under section 15162 of the CEQA Guidelines in that on November  
20 5, 2004, at a duly noticed public hearing, the City Council approved Specific  
21 Plan Amendment No. 03-03 and recommended approval of a Mitigated  
22 Negative Declaration and Mitigation Monitoring Program reflecting its  
23 independent judgment and analysis and documenting that there was not  
24 substantial evidence, in light of the whole record, from which it could be fairly  
25 argued that the project may have a significant effect on the environment. The  
26 documents comprising the City's environmental review for the project are on  
27 file **and available** for public review at Hemet City Hall, 445 E. Florida Avenue,  
28 Hemet, California 92543.

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2. **Multiple Species Habitat Conservation Plan (MSHCP):** The project is found to be consistent with the MSHCP. The project is located outside of any MSHCP criteria area and mitigation is provided through the payment of the MSHCP Mitigation Fee.

**SECTION 2: SPECIFIC PLAN AMENDMENT**

The City Council approves Specific Plan Amendment No. 13-001 on the following grounds:

***1. The zoning ordinance amendment (Specific Plan Amendment) is in conformance with the latest adopted general plan for the City.***

The General Plan for this area is RC (Regional Commercial) which allows for the development of intense and broadly mixed concentrations of retail. The Auto Mall allows for commercial uses within the regional commercial node and therefore meets the intent of the General Plan. The proposed zoning ordinance amendment is in conformance with the latest adopted general plan for the City in that adopting regulations and provisions for the future development of automotive related uses within the Specific Plan Area, does not conflict with any allowable uses in the land use element, and does not conflict with any policies or programs in any other element of the general plan.

This Ordinance is in conformance with several fundamental objectives of the City's General Plan, including:

A. LU-1.2 - **Land Use Mix:** *Encourage a diverse mix of land uses throughout the City and within large master planned communities to provide opportunities for*

1           housing, commerce, employment, recreation, education, culture, social, civic and  
2           spiritual activity in balance with natural open spaces and adequately supported  
3           by public services and infrastructure.”

4  
5       B. LU-1.9 - “**Consistency with Land Use Districts:** *Require new and infill*  
6           *development to be in conformance with the land use character and development*  
7           *intention of each land use district established in the General Plan and*  
8           *implementing specific plans, ordinances, and design guidelines.”*

9  
10      C. LU-6.3 - “**Commercial Growth:** *Encourage the establishment of retail and other*  
11           *support and entertainment uses that provide a broader selection of high-quality*  
12           *goods and services for residents, workers, and tourists to enjoy, and to minimize*  
13           *sales leakages to other communities.”*

14  
15      D. LU-13.6 - “**Business Retention:** *Support the retention and expansion of existing*  
16           *businesses and encourage local employment.”*

17  
18      **2. The zoning ordinance amendment (Specific Plan Amendment) will protect the**  
19      **public health, safety and welfare.**

20  
21           The proposed Amendments to the Hemet Auto Mall Specific Plan will protect the  
22           public health, safety and general welfare of the City and its residents by requiring  
23           additional mitigation for new development along the east property line of the Auto  
24           Mall.

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1 **SECTION 3. ENVIRONMENTAL REVIEW.**

2 The City has analyzed this proposed project and has determined that it is exempt from  
3 further review under the California Environmental Quality Act ("CEQA") under section  
4 15162 of the CEQA Guidelines in that on November 5, 2004, at a duly noticed public  
5 hearing, the City Council approved Specific Plan Amendment No. 03-03 and  
6 recommended approval of a Mitigated Negative Declaration and Mitigation Monitoring  
7 Program reflecting its independent judgment and analysis and documenting that there  
8 was not substantial evidence, in light of the whole record, from which it could be fairly  
9 argued that the project may have a significant effect on the environment. The  
10 documents comprising the City's environmental review for the project are on file and  
11 available for public review at Hemet City Hall, 445 E. Florida Avenue, Hemet, California  
12 92543.

13 **SECTION 4. SEVERABILITY.**

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

22  
23 **SECTION 5. EFFECTIVE DATE AND DURATION.**

24 This Ordinance shall take effect thirty (30) days from its passage by the City Council of  
25 the City of Hemet.  
26  
27  
28

1 **SECTION 6. PUBLICATION.**

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

7

8 **INTRODUCED** at the regular meeting of Hemet City Council on August 13, 2013.

9 **APPROVED AND ADOPTED** this 27<sup>th</sup> day of August 2013.

10

11

12

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

13

14 **ATTEST:**

**APPROVED AS TO FORM:**

15

16

17

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

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

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

I, Sarah McComas, City Clerk of the City of Hemet, do hereby certify that the foregoing Ordinance was introduced and first read on the 13<sup>th</sup> day of August 2013, and had its second reading at the regular meeting of the Hemet City Council on the 27<sup>th</sup> day of August, 2013, and was passed by the following vote:

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

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

# **HEMET AUTO MALL**

## **SPECIFIC PLAN 87-28**

Originally Adopted By Ordinance 1287 (Effective May 24, 1988)  
Amended by Ordinance 1380 (Effective March, 3, 1990)  
Amended by Ordinance 1387 (Effective May 8, 1990)  
Amended by Ordinance 1425 (Effective September 10, 1991)  
Amended by City Council – December 14, 2003 (SPA 03-03)  
Amended by Ordinance 1728 (Effective January 11, 2005)  
Amended by City Council – August 13, 2013 (SPA 13-001)  
Approved By Ordinance Bill No. 13-038 (Effective September 26, 2013)

**Prepared by**

**NBS/Lowry  
Engineers & Planners**

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## I. PROJECT DESCRIPTION

- A. Location:** The Hemet Auto Mall is a proposed commercial development on 80-acres in the City of Hemet, Riverside County (see Figure I-1 - Location Map).
- B. Vicinity:** The site is located on the Southeast corner of Florida Avenue (State Highway 74) and Warren Road. Vacant/agricultural lands lie to the West and North, Hemet West Mobile Home Estates are adjacent the site to the East, and Deutsch Company and Ryan Airport are to the South. Properties to the South are unincorporated Riverside County land, and the Deutsch Company facility and airport are under jurisdiction of the Riverside County Airport Commissions and the Federal Aviation Administration (see Figure 1-2 - Vicinity Map).
- C. Site:** The project site is flat with no significant natural or artificial characteristics and contains no known cultural or environmentally sensitive features. Portions of the site lie within a 100-year flood area and the site is currently subject to seasonal ponding at the Southwest corner. Vegetation consists primarily of seasonal forbs and grasses of the graminoid subformation common to lands which have been previously cultivated. There are no man-made structures above ground, but the San Jacinto-San Vicente Aqueduct traverses the Northwest corner of the site approximately 12-feet below ground. Three streets border the project: Florida Avenue (State Highway 74) along the Northern property line; Warren Road along the West; and Whittier Avenue along the South (see Figure I-3 - Site Plan).
- D. General Objectives/Concepts:** The design objective of the Hemet Auto Mall Specific Plan is to create and ensure a comprehensive, orderly and safe land use plan for automotive dealerships and closely associated uses. The intent of the plan is to provide guidelines to achieve a singular identity, cohesive standard of quality, efficient traffic circulation and safety.

A Property Owners' Association shall be formed for administration, management, common area maintenance, public relations and promotion. The Property Owners' Association is made up of the record owners of each lot within the Auto Mall. In addition, a Design Review Committee shall consist of eight representatives of the Auto Mall for the review of site design elements. The Committee has authority to approve or deny all improvements as defined in the Conditions, Covenants and Restrictions. The Committee may have advisory members including, but not limited to an architect or landscape architect. All plans shall be reviewed by the City for compliance with this plan (see Appendix A - Conditions, Covenants and Restrictions).

**E. Land Use Plan:** The project is divided into three areas:

1. Area A includes all of the new auto dealerships (referred to as the Dealer Group in the CC&Rs).
2. Area C Restaurant/Commercial Development
3. Area D Future Automobile Dealership Sites and/or other permitted uses (see Figure I-4 - Development Plan).

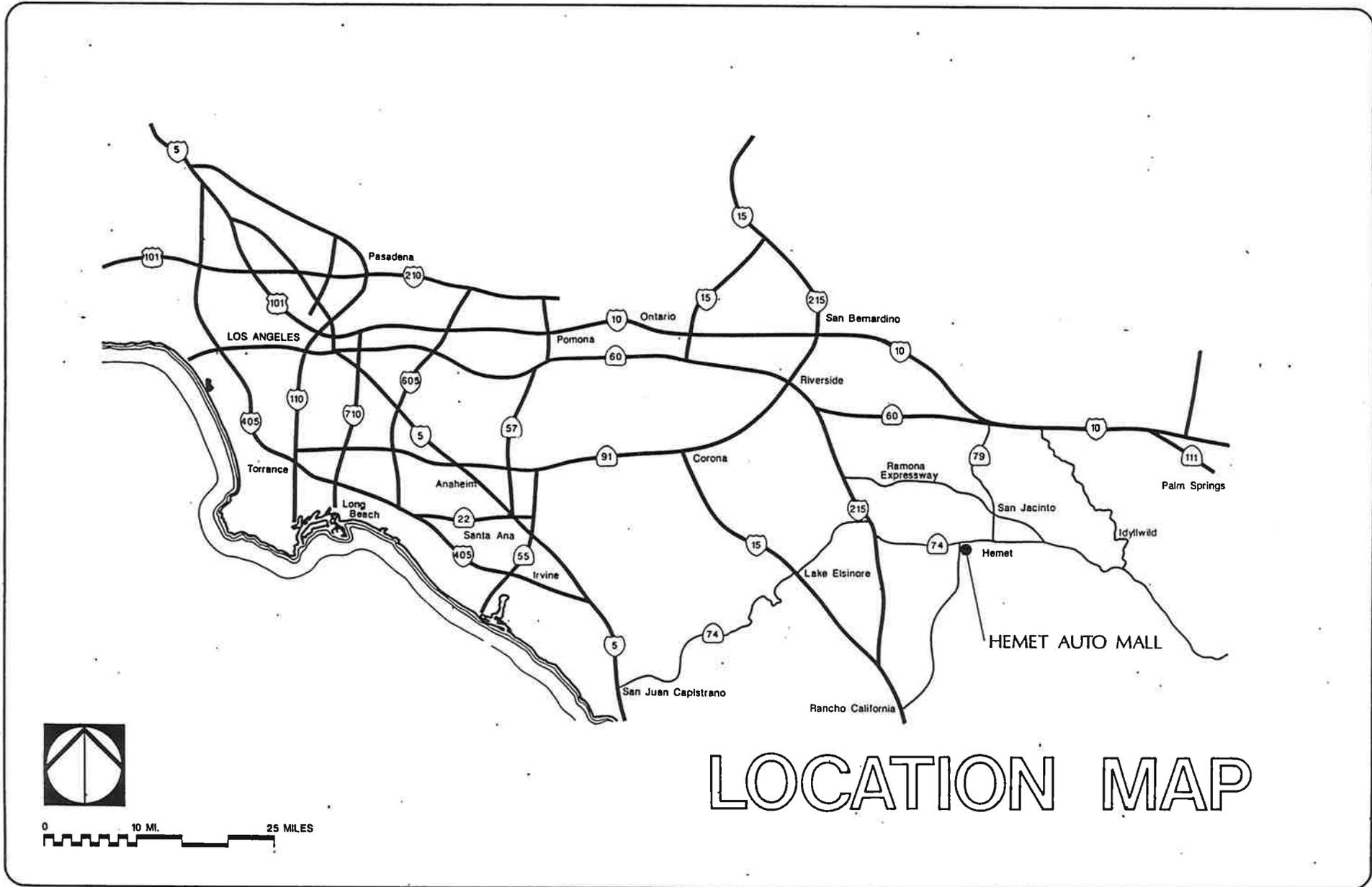
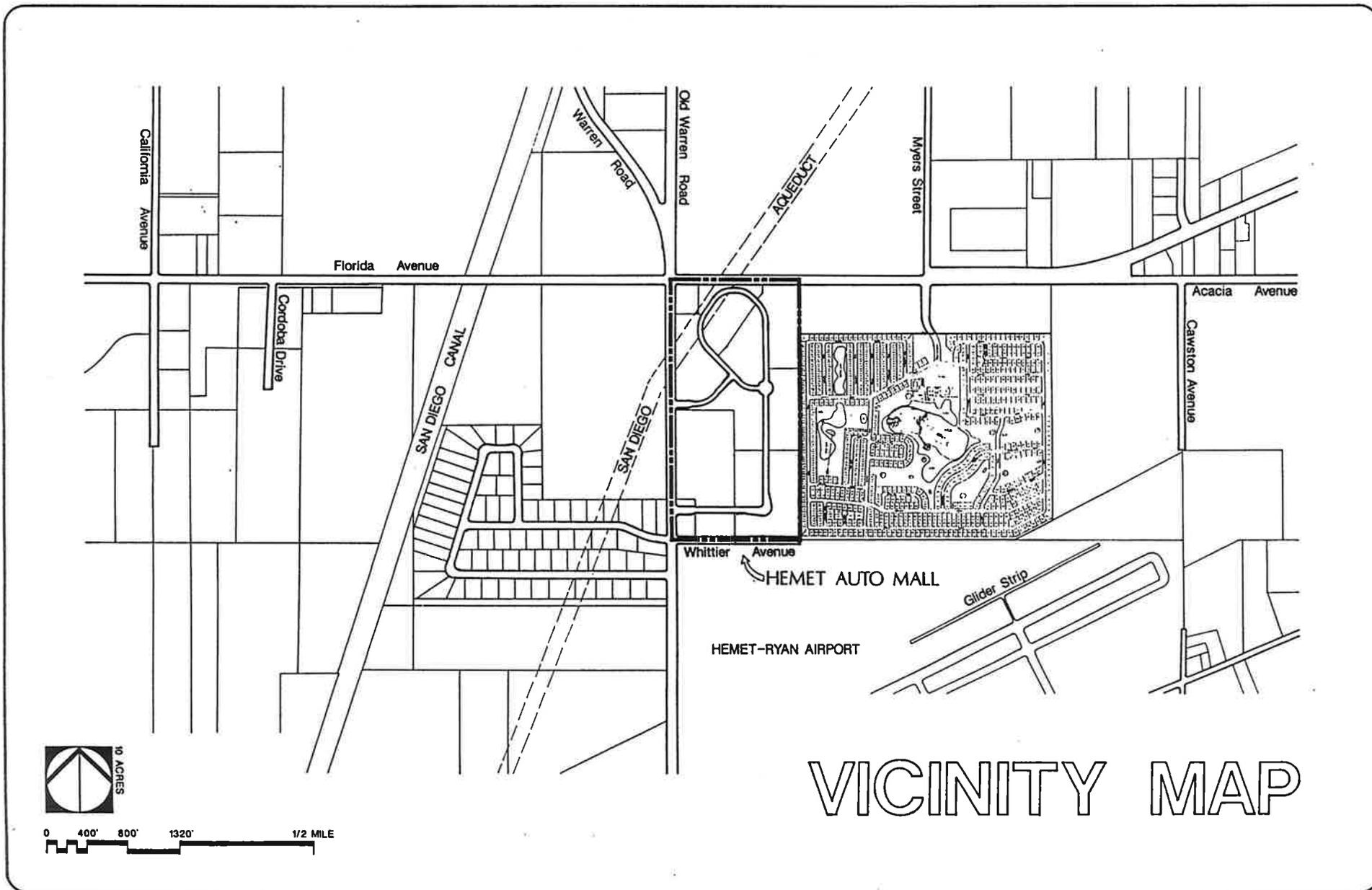


Figure I-1



# VICINITY MAP

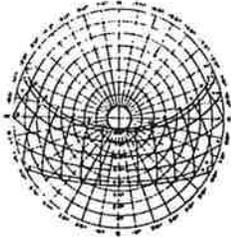
Figure I-2

# HEMET AUTO MALL

H-88-37.007 M-5-15555

Figure 1-3

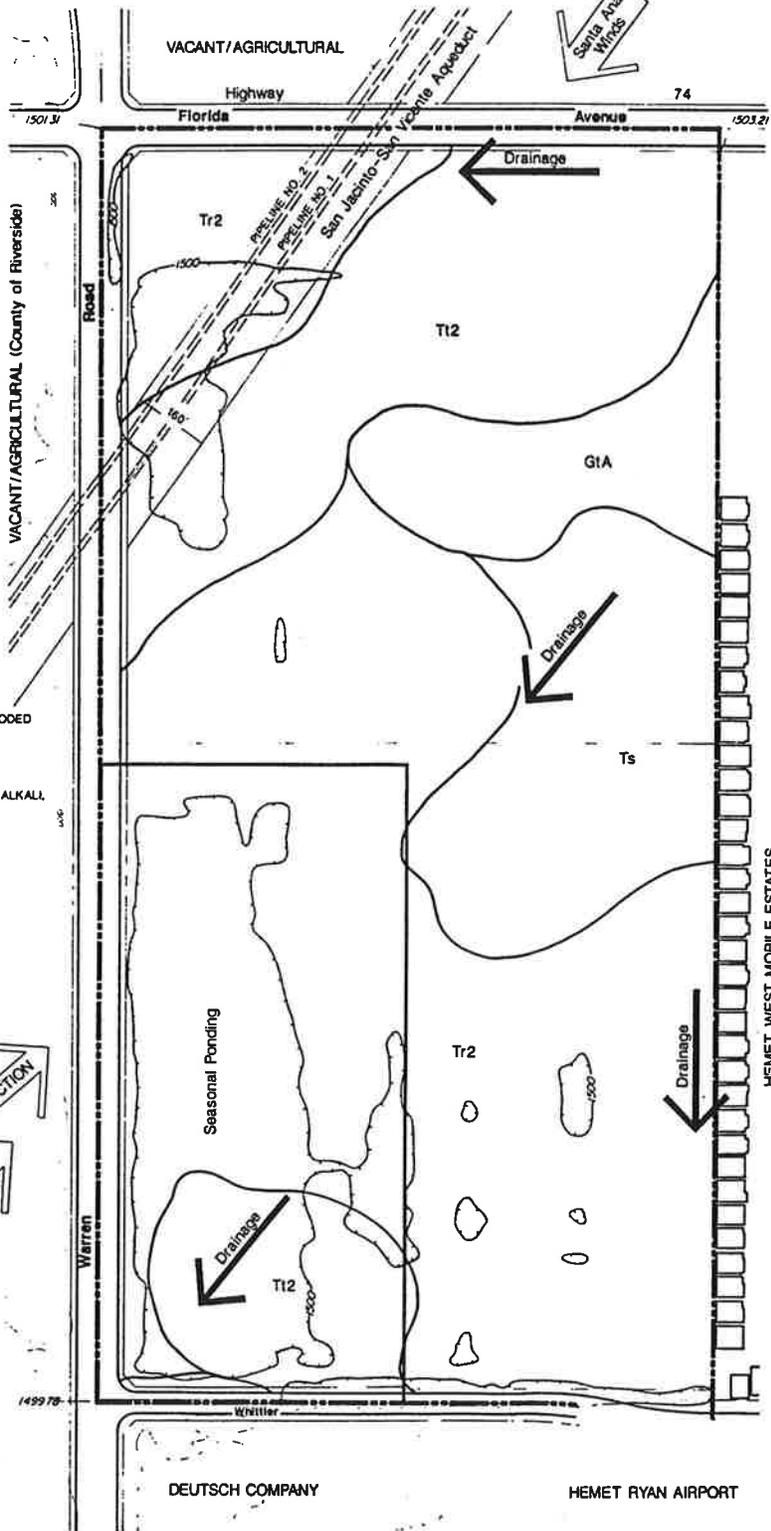
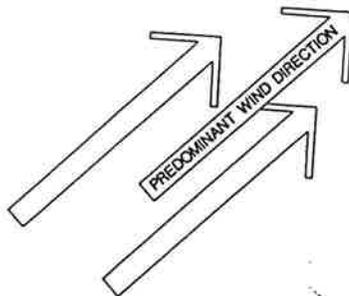
### SOLAR PATH DIAGRAM



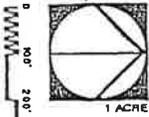
34°N Latitude  
117° Longitude

### SOIL LEGEND

- GA**  
GRANGEVILLE FINE SANDY LOAM
- Tr2**  
TRAYER LOAMY FINE SAND, SALINE--ALKALI, ERODED
- Ts**  
TRAYER FINE SANDY LOAM, SALINE--ALKALI
- T12**  
TRAYER FINE SANDY LOAM, STRONGLY SALINE--ALKALI, ERODED



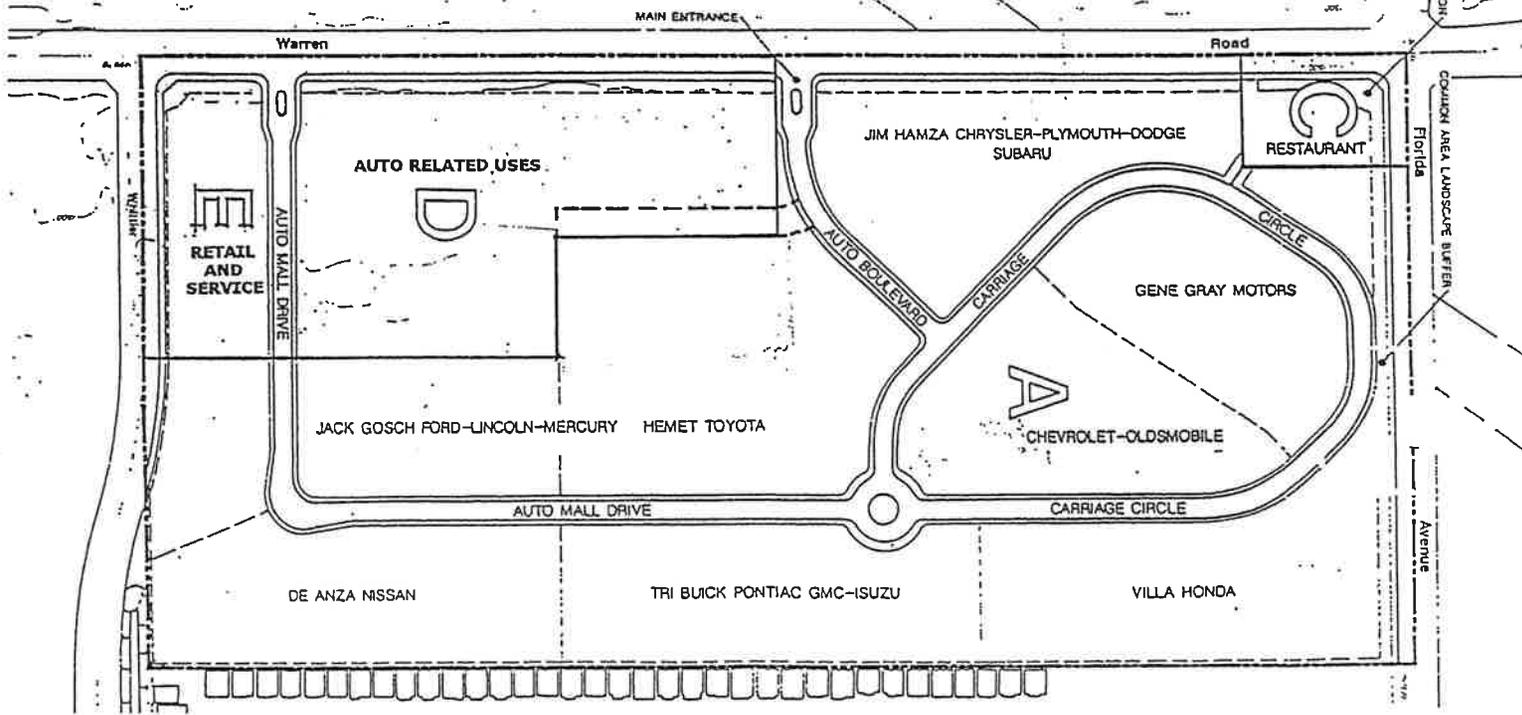
# SITE PLAN



# DEVELOPMENT PLAN

PLANNING AREA	LAND USE	AREA IN ACRES	%
A	Auto Dealers	47.7	59.62
C	Service Station	1.0	1.25
D	Auto Related Development	11.7	14.62
E	Retail and Service Uses Common Area and Streets	3.2	4.00
Totals		80.0	100.00

- Index
- |           |            |
|-----------|------------|
| BUICK     | LINCOLN    |
| CHEVROLET | MAZDA      |
| CHRYSLER  | MERCURY    |
| DATSUN    | NISSAN     |
| DOODGE    | OLDSMOBILE |
| FORD      | PLYMOUTH   |
| GMC       | PONTIAC    |
| HONDA     | SUBARU     |
| ISUZU     | TOYOTA     |
| DAIHATSU  | VOLKSWAGEN |
- (Dealerships not limited to this list)



# HEMET AUTO MALL

**NBS/LOWRY**  
ENGINEERS & PLANNERS

M-86-27.007 M-5-15553

Figure I-4.1  
(amended)

## II. PERMITTED USES

Only those uses listed herein shall be permitted. Listed uses shall be as defined in the Standard Industrial Classification (SIC) Manual, 1987 edition (see Appendix B). Uses where the classification is followed by an asterisk (\*) shall be limited to only those uses listed herein.

<b>A. Area A</b>	<b>SIC #</b>
1. Primary Uses	
Motor vehicle dealers (new and used)	5511
Recreational vehicle dealers	5561
2. Incidental Uses	
Incidental uses, as permitted herein, shall be clearly subordinate to a primary land use listed above. Incidental uses may not be conducted without a primary use as listed above, being conducted on the same parcel. Incidental uses permitted as listed in Section D.	
3. Conditional Uses (per <u>Hemet Municipal Code</u> - Title 17, Chapter 45)	
Towing and/or impound yard	7549*

(Note: Area B was deleted by Ordinance 1425, 09/10/1991. This Ordinance deleted reference to a fuel depot in Area B and deleted Area B and made it a part of Area A. It also deleted the parking requirements for the fuel depot and added minimum lot standards of 87,120-square feet with the exception of Area C and D which would be 10,000-square feet.)

### B. Area C

1. Permitted Uses	
Eating places	5812
Gasoline service station (amended by Ordinance 1425, 9/10/91)	5541*
Car/truck washes	7542

### C. Area D

1. Permitted Uses	
Air conditioning	7539*
Alignment	7539*
Auto electric including but not limited to: alternator, generator, starter	7539*
Auto glass	7536
Auto parts new or rebuilt and accessories	5531*
Body repair/paint	7532
Brakes	7539*
Car/truck rental/lease	7513, 7514, 7515
Car/truck sales/new	5511
Car/truck sales/used	5521
Car/truck wash	7542
Electronics	7539*
Frame (with body shop)	7532

**C. Area D (continued)**

**SIC #**

Hitches	7692
Motorcycle dealers	5571
Muffler	7633
Oil change	7539*
Radiator	7539*
Recreational vehicle dealers	5561
Restoration	7532
Tires	7549*
Transmission	7537
Tune-up	7538
Undercoating/rustproofing	7539*
Upholstery/tops/covers	7532
Vehicle inspection	7439*
Vehicle testing and diagnostic labs	7539*
Window tinting	7539*
Personal credit institutions	6141
National commercial banks	6021
State commercial banks	6022
Miscellaneous business credit institutions (finance leasing of vehicles only)	6159*
Fire, Marine and Casualty Insurance	6331
2. Conditional Uses (per <u>Hemet Municipal Code</u> , Title 17, Chapter 45)	
Towing and/or impound yard	7549*

**D. Expressly prohibited Uses Areas A, C and D**

Dismantling	5093*
Used part sales (rebuilt O.K.)	5093*
Wrecking/ salvage	5093*

### III. INFRASTRUCTURE

**A. Water/Sewer/Aqueduct:** Water and sewer service for the Hemet Auto Mall will be provided by the City of Hemet and Eastern Municipal Water District. Main lines will follow the interior street design and will be designed with consideration to the special demands of auto services. At present there are 12" water lines in Florida Avenue, Warren Road and Whittier Avenue. Sewer lines will be extended from the main at the Northeast corner of the site. Eastern Municipal Water District plans to have a major pump station constructed at Florida and Warren when warranted by development demand.

The San Jacinto-San Vicente Aqueduct crosses the Northwest corner of the site approximately 12-feet below ground. All utilities and construction on the aqueduct right-of-way will meet Metropolitan Water District criteria for safety and access (see Figure II-1 - Utilities).

**B. Power:** Southern California Edison Company will provide electrical power to the site. All lines shall be underground and the existing line crossing the site is to be relocated and will be underground (see Figure II-1 - Utilities).

**C. Gas:** Natural gas service is available to the site by Southern California Gas Company. There is presently a 6" line in Warren Road (see Figure II-1 - Utilities).

**D. Phone:** Telephone service is available to the site by the General Telephone Company. All telephone lines on site shall be underground.

**E. Drainage/Flood Control:** The Hemet Auto Mall site has existing grades of less than 1% with a drainage pattern generally from the North and East towards the Southwest. The project proposes to elevate building areas and direct drainage through the interior streets to a retention basin Southwest of the project (see Figure II-2 - Hydrology and Figure II-3 - Drainage/Flood Control).

**F. Grading:** The proposed grading plan involves imported fill dirt to raise the project above existing flooding areas and to create an artificial grade break point 500-feet South of Florida Avenue corresponding to the limits of the 100-year flood area. This grade break will divide the site into the two drainage pattern areas discussed above. However, all drainage will be conveyed to the Southwest (see Figure II-4 - Grading).

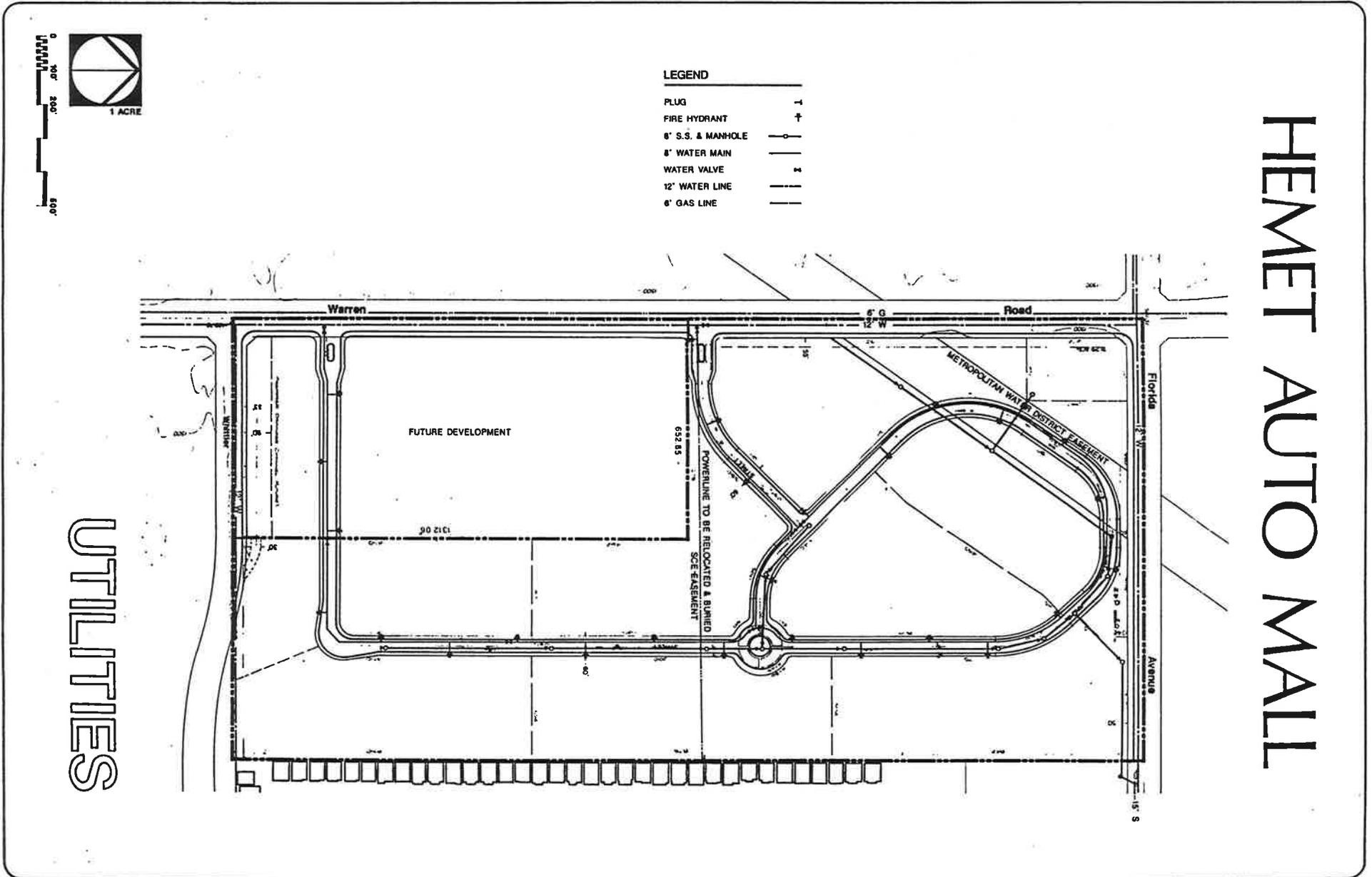
**G. Solid Waste Management:** The City of Hemet will accept solid waste from the Hemet Auto Mall through its existing semi-automated collection system. Currently, the Winchester Disposal Site is being used.

#### H. Circulation:

##### 1. Public streets

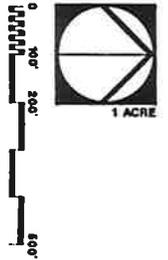
- a. Florida Avenue (Scenic State Highway 74), Major Highway (100' right-of-way)
- b. Warren Road, Arterial Highway (110' right-of-way)
- c. Whittier Avenue, Secondary Highway (88' right-of-way)

# HEMET AUTO MALL



**LEGEND**

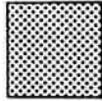
PLUG	⊥
FIRE HYDRANT	⊕
8" S.S. & MANHOLE	⊙
8" WATER MAIN	—○—
WATER VALVE	⊕
12" WATER LINE	—
6" GAS LINE	—



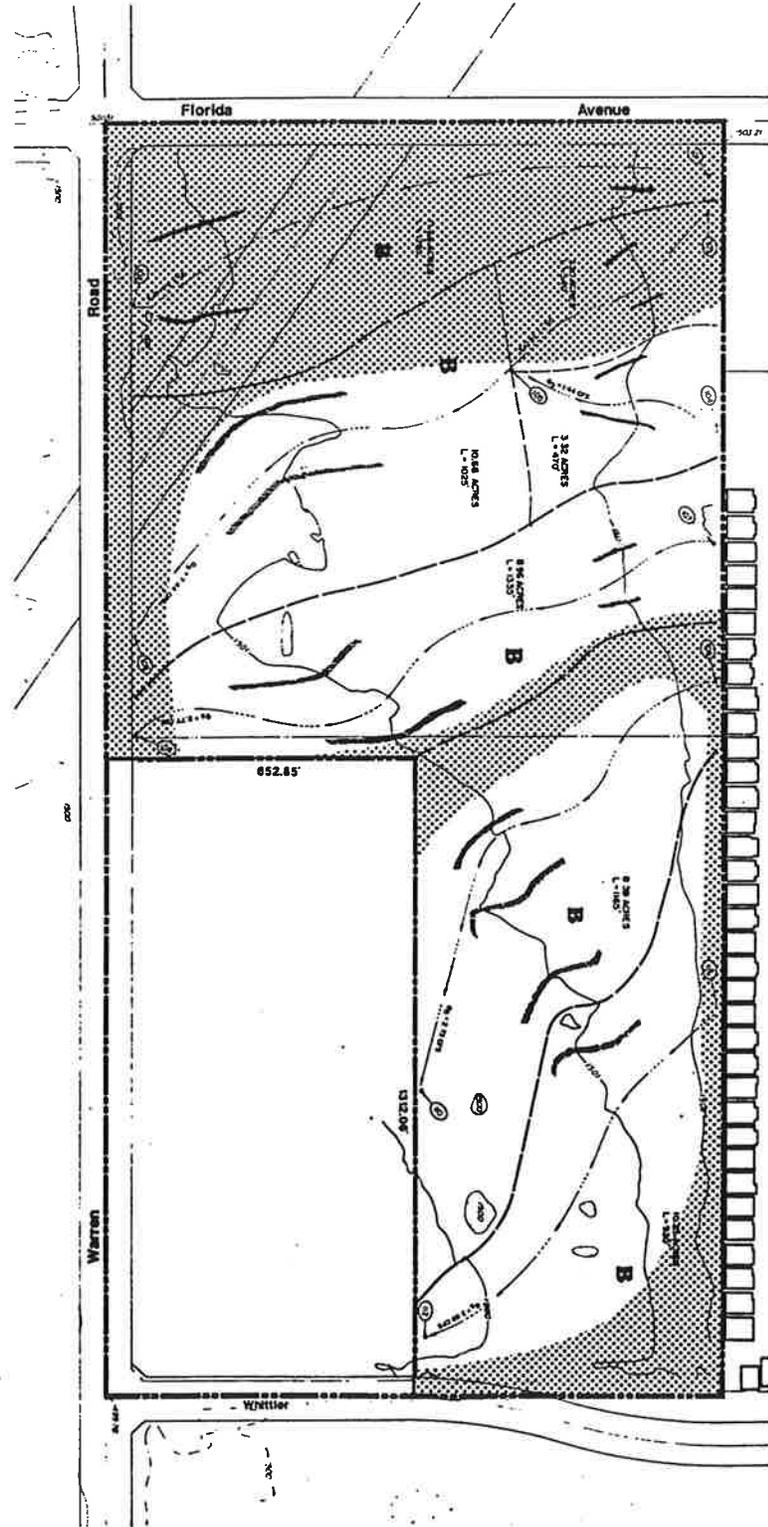
UTILITIES

Figure II-1

# HEMET AUTO MALL



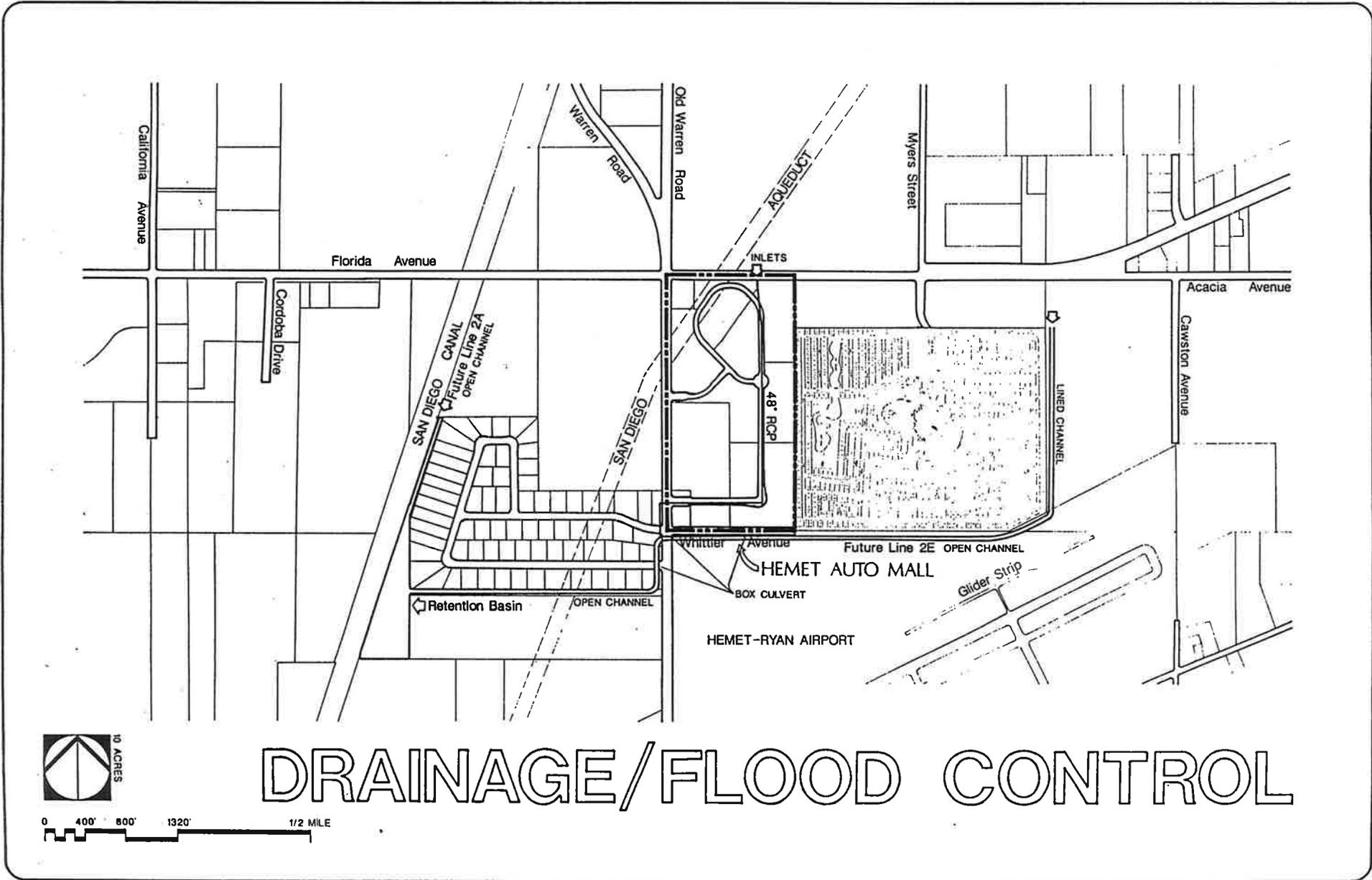
100-YEAR FLOOD AREA



0 100' 200' 500'

## HYDROLOGY

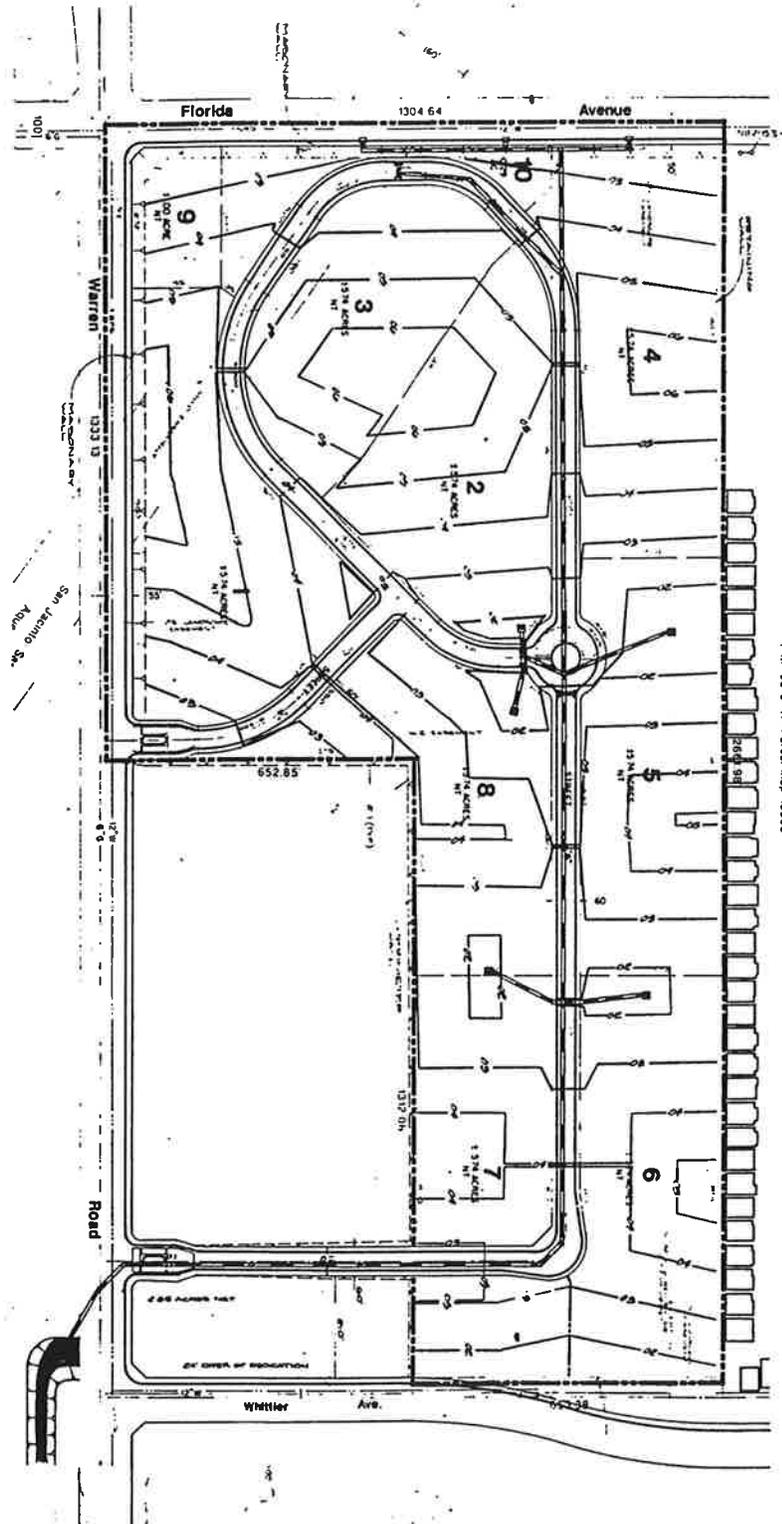
Figure II-2



# DRAINAGE/FLOOD CONTROL

Figure II-3

# HEMET AUTO MALL



0 100' 200' 500'

## GRADING

2. **Access Standards:** To facilitate smooth traffic flows, primary access to all parcels, except Parcel C, shall be from the internal road system. All buildings and display areas except Parcel C, shall be oriented to the internal road system.
  - a. Parcel A, and B shall not have any vehicular access to Florida Avenue.
  - b. Parcel D shall not have more than two vehicle access driveways to Warren Road. Said driveway centerlines shall be no closer than 150-feet from the centerline of any other road or driveway.
  - c. Parcel C shall not have more than two vehicle access driveways to Warren Road and one vehicle access driveway to Florida Avenue. Driveways for Warren Road shall be as approved by the City of Hemet through Plan Review as required under Section V (see Figure II-5 - Circulation/Street Sections and Figure II-6 - Area D Circulation Alternates).
3. **Streets/Sidewalks:** Streets shall meet City standards for structural design and safety. Sidewalk and landscaping design will encourage pedestrian usage by being attractive, clearly signed, and convenient (see Figure I-4 Development Plan, Figure IV-1 - Architectural Style, and Figure IV-3 - Landscape Sections).

#### **I. Emergency Service**

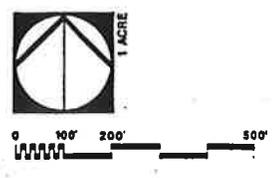
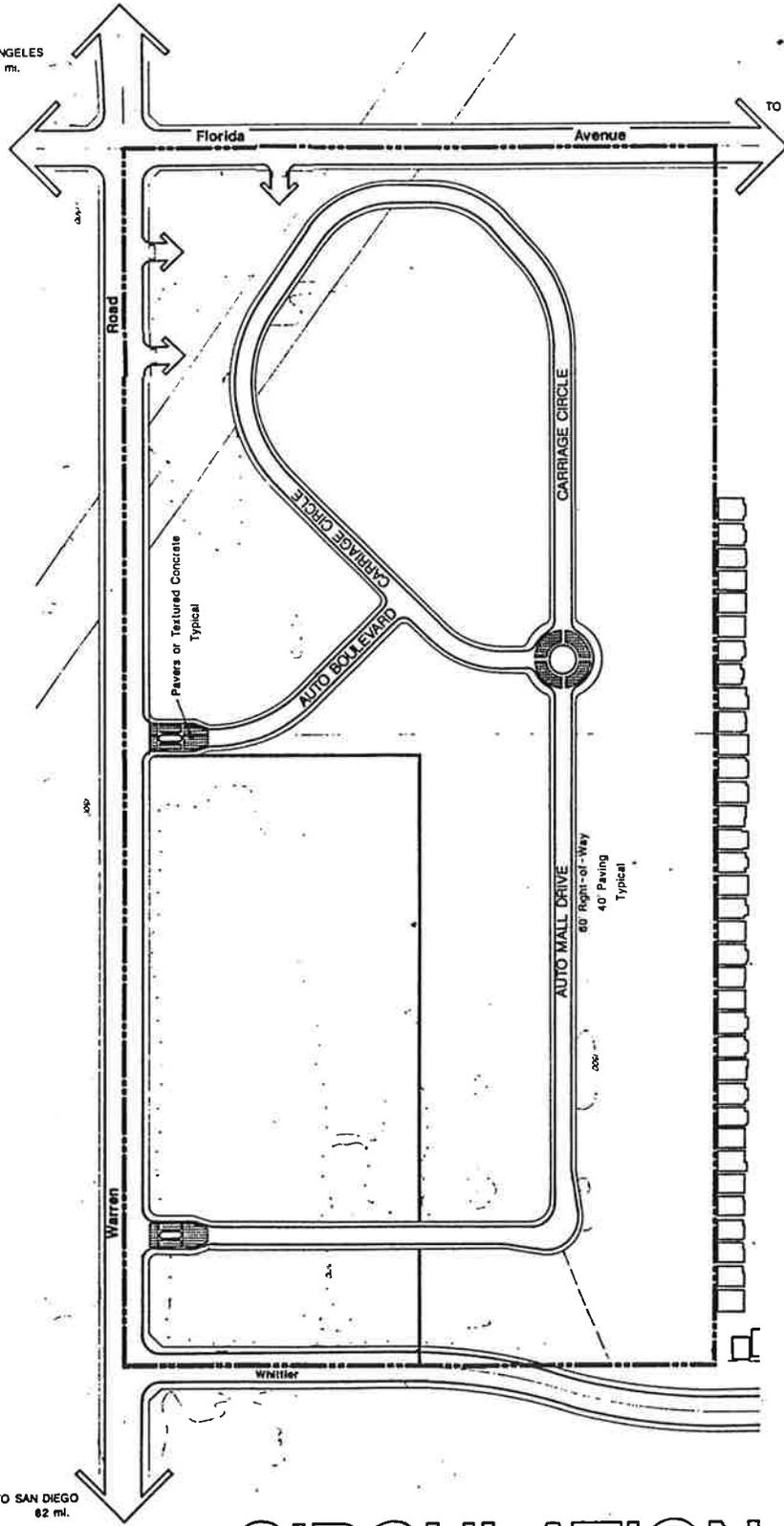
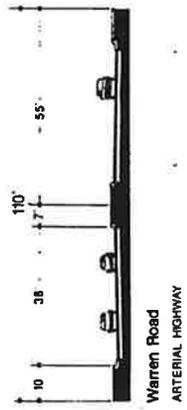
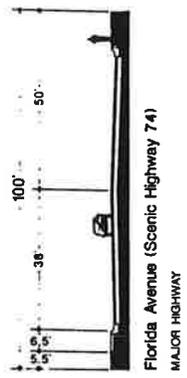
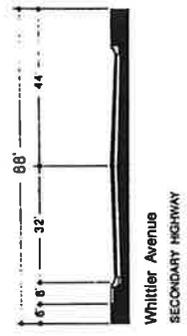
1. **Paramedic:** The site is within the service area of the Hemet Valley Ambulance Service and is within 3-miles of the nearest station.
2. **Fire:** At present, the City of Hemet has a Fire Department consisting of 35-personnel manning two four-man engine companies, a one-man snorkel truck, and two engines in reserve. Response time from Station 1 at Buena Vista Street and Latham Avenue is approximately 11-minutes. When there is an additional need for service as development occurs within the City, additional personnel and/or equipment will be provided. Revenue from property taxes and sales taxes will be placed in the City's General Fund and may be used for service expansion.
3. **Police:** The City of Hemet currently has a police force of 38-uniformed officers and 17-radio-equipped cars to patrol approximately 15-square miles. The project will be included within a police patrol route and have a routine call response time of about 4-to 6-minutes. Emergency response times will be 1- to 2-minutes. Revenue from property taxes and sales taxes will be placed in the City's General Fund and may be used for service expansion.

- J. **Schools/Parks:** The site will have no direct impact on the Hemet Unified School District. The project will have an indirect impact through the generation of employment prospects. Impact mitigation fees are based on square feet of commercial building and are transferred at time of development. The project will have no direct impact on park facilities.

# HEMET AUTO MALL

TO RIVERSIDE/LOS ANGELES  
35 mi. 85 mi.

TO DOWNTOWN

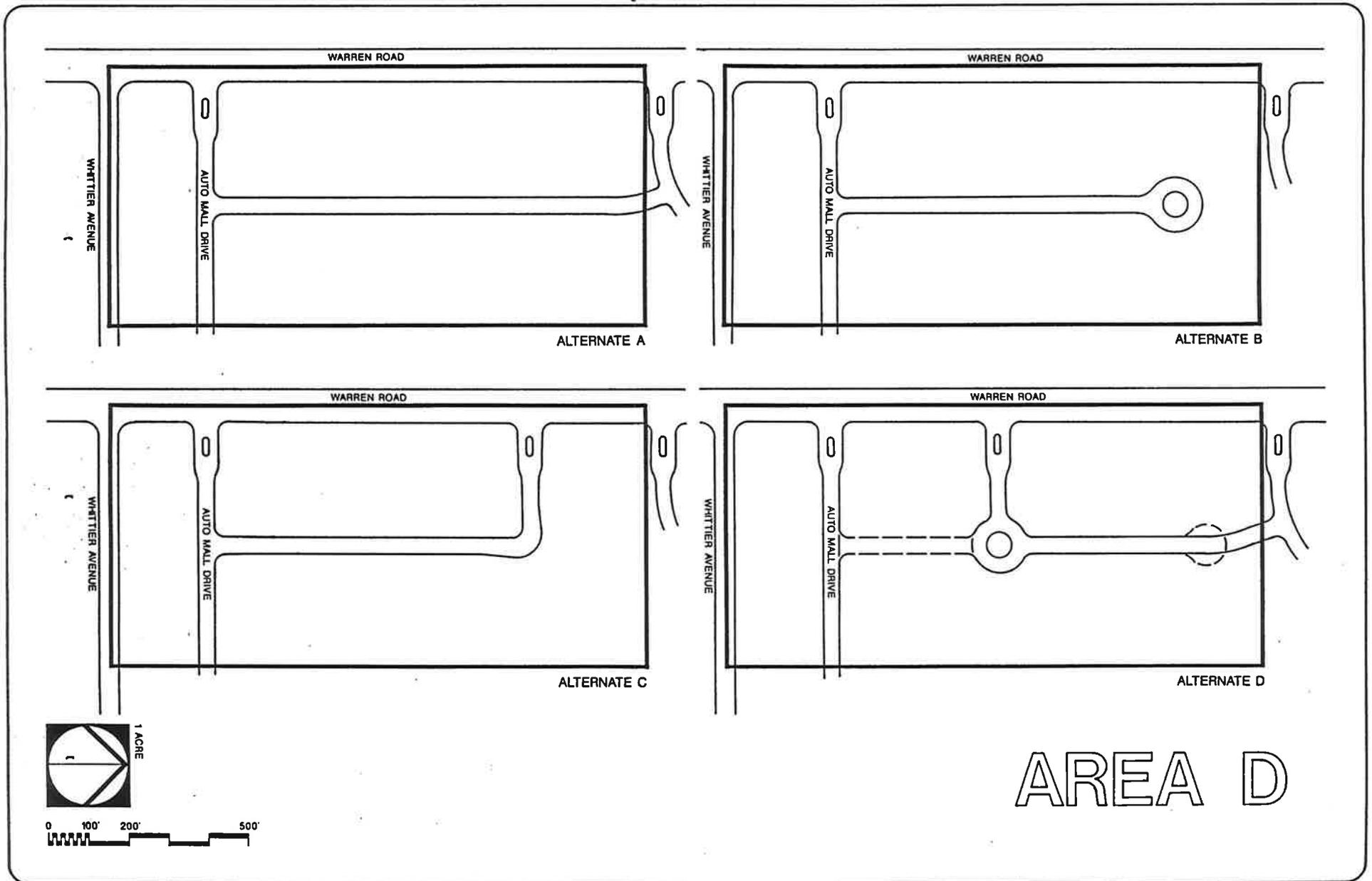


TO SAN DIEGO  
82 mi.

# CIRCULATION

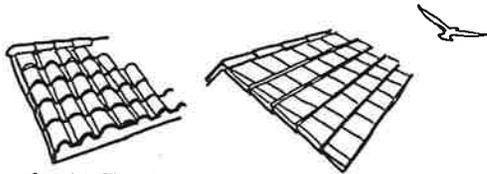
H-66-27.007 M-3-15355

Figure II-5



AREA D

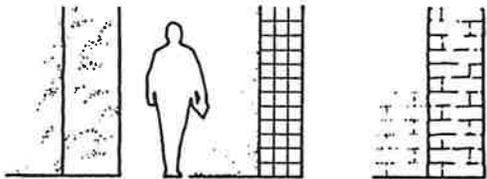
Figure II-6



Spanish Tile

CLAY TILE ROOFING

Perspective



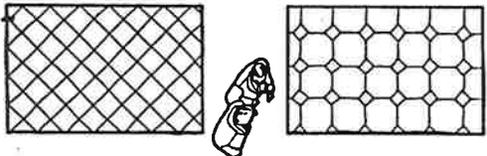
Stucco

Tile

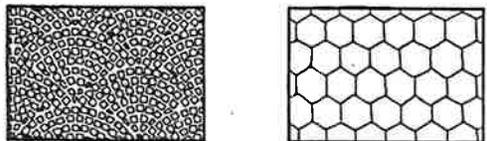
Block

FACADES

Elevation

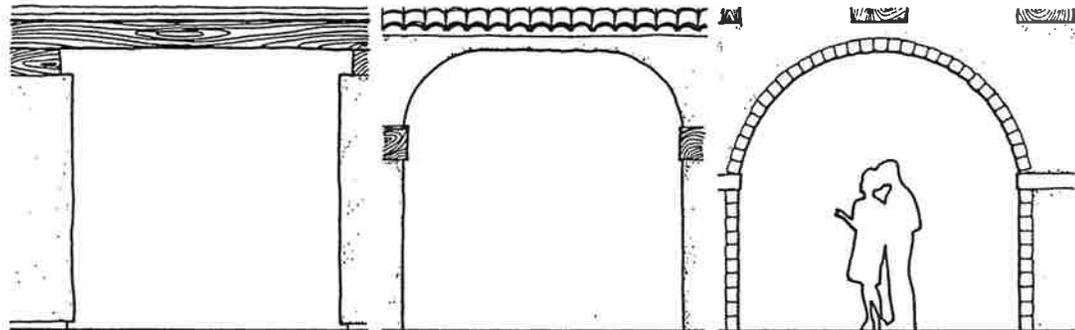


Tile, Stone, Textured Concrete



PAVING PATTERNS

Plan

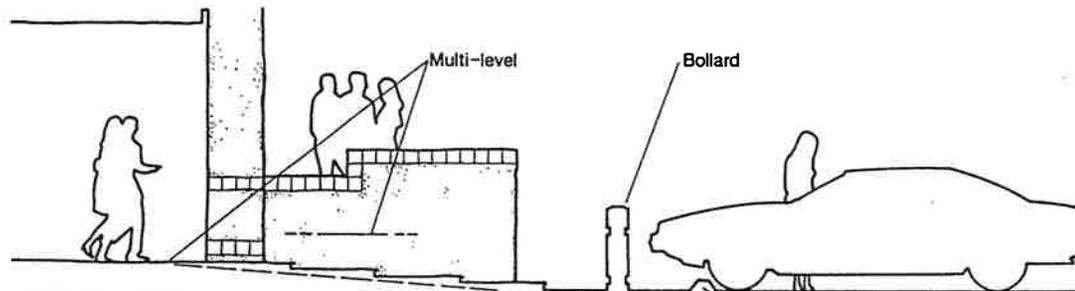


Post and Beam

Arch

ENTRY TREATMENT

Elevation



Handicapped Access

Multi-level

Bollard

Wheel Stop

TERRACES

Elevation

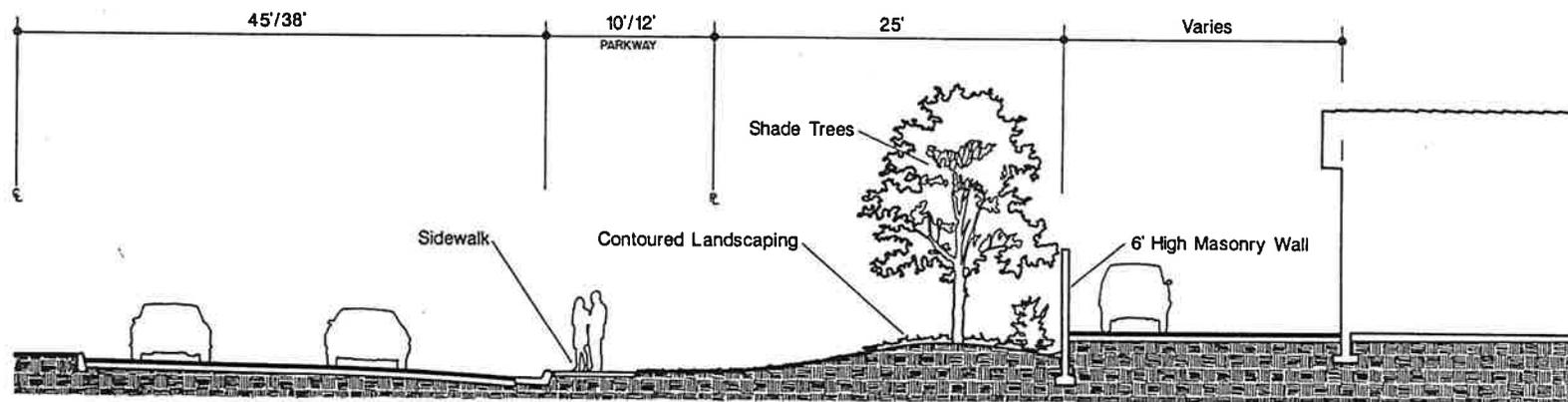
# ARCHITECTURAL STYLE

Figure IV-1

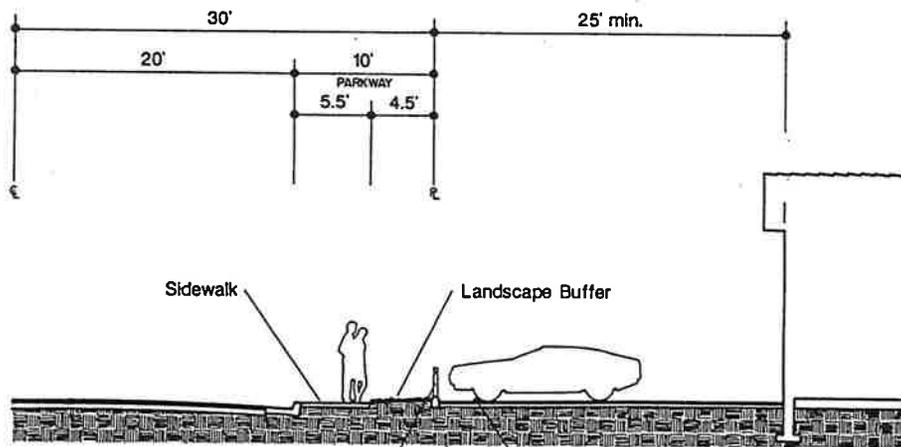
## IV. DEVELOPMENT STANDARDS

Development standards area intended to achieve a high quality project through the establishment of minimum levels of performance. Standards not covered by this Specific Plan are to be determined by City standards for General Commercial, C-2) zoning, and other relevant sections of the Hemet Municipal Code.

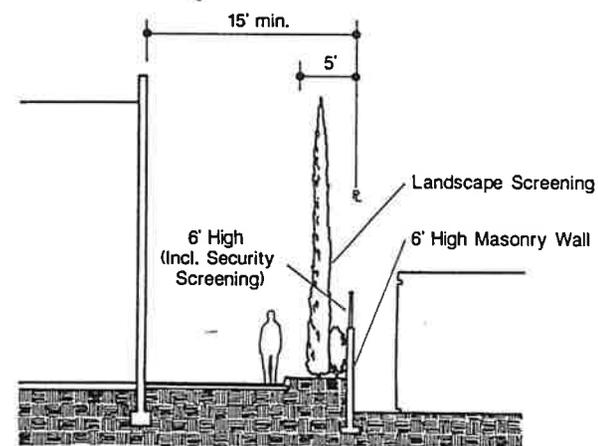
- A. Minimum Lot Area:** The minimum required lot area shall be 87,120-square feet with the exception of Area C and D which shall be a minimum of 10,000-square feet.
- B. Lot Width and Depth:** The minimum lot width shall be 100-feet. The minimum lot depth shall be 100-feet.
- C. Setbacks/Location:** All buildings shall be constructed within the limits of Building Area shown on Figure IV-2.
- D. Off-street Parking & Loading:** Off-street parking shall be provided in each planning area and be clearly identified and defined. No parking of employer, employee or demonstrator vehicles is permitted on streets designated for public use. Loading and storage areas shall be separated from public areas and shall be visually screened by walls and/or landscaping, vehicle display excepted. Roof top parking is permitted but shall be screened from public view.
- 1. Area A Auto Dealerships:** Each dealer shall provide a minimum of 6-parking spaces reserved exclusively for customers of new vehicle purchases. These parking spaces shall be open to customers of all dealerships in the Auto Mall and be so designated by signage. Where possible, these parking spaces shall be combined with customer parking of adjacent dealerships into a "public" parking lot.
  - 2. Areas A and D Auto Dealerships/Related Uses:** Employee and other customer parking shall be provided at a ratio of one-space for every 1,000-square feet of building display floor area or parts storage, 400-square feet for buildings used for repair, service, parts, supplies and vehicle storage, 250-square feet for buildings used for office and administration, and 150-square feet for retail commercial (amended by Ordinance 1380, 03/27/90) (amended by Ordinance 1387, 05/08/90) (amended by Ordinance 1425, 09/10/1991 to remove fuel depot parking standards).
  - 3. Area C Restaurant:** One space for each 40-square feet of gross floor area.
- E. Refuse Enclosure:** Refuse enclosures shall be designed per City specifications and be compatible with the architecture of the site (see Figure IV-4 - Landscape Details).
- F. Architectural Design Standards:** The overall goal of architectural design standards is to create an integrated project in which the buildings are complementary to each other and their surroundings.
- 1. Style/Theme:** The architectural style of the Hemet Auto Mall shall be a balance of contemporary architecture, incorporating the characteristics of the early California Spanish



**(A) WARREN ROAD/FLORIDA AVENUE**



**(B) INTERIOR STREETS**



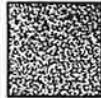
**(C) EAST BOUNDARY**

# LANDSCAPE SECTIONS

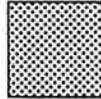
Figure IV-3

# HEMET AUTO MALL

PRIMARY IDENTIFICATION SIGN & LANDSCAPING

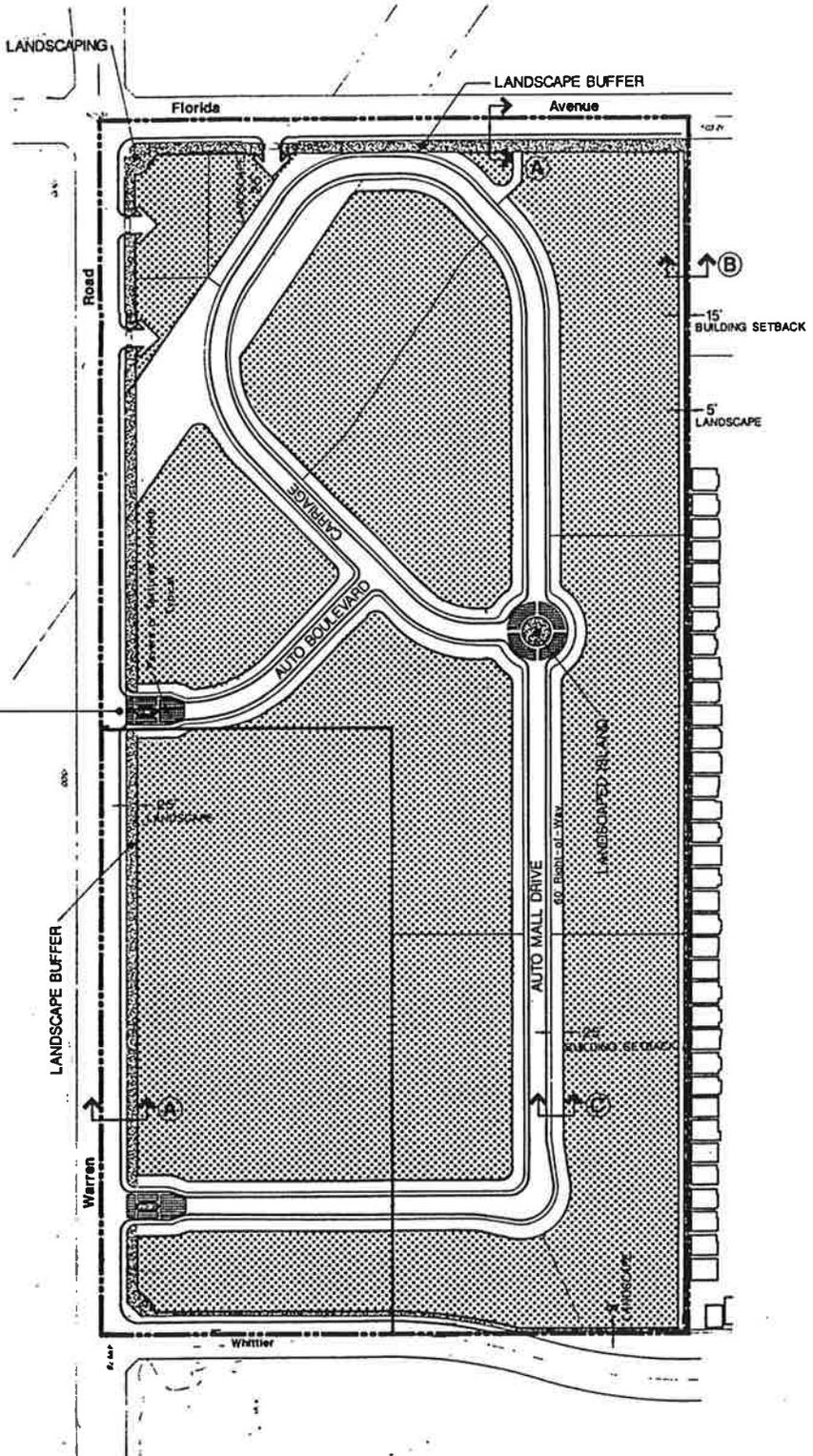


COMMON LANDSCAPED AREA



LIMITS OF BUILDING AREA

PRIMARY ENTRY TREATMENT

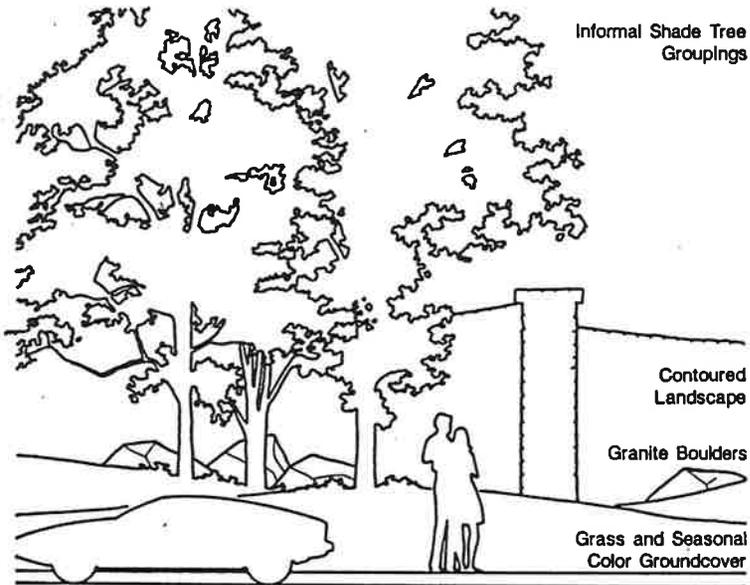


0 100' 200' 500'

## LANDSCAPE PLAN

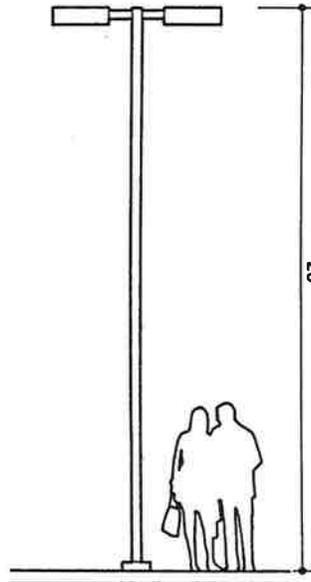
H-88-27.007 M-5-15553

Figure IV-2

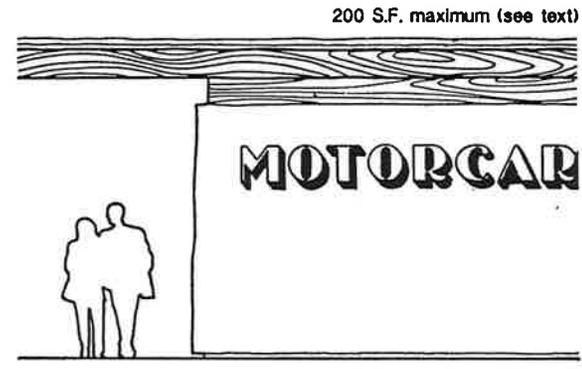


WARREN ROAD/FLORIDA AVENUE

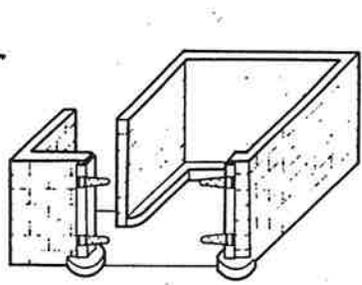
Elevation



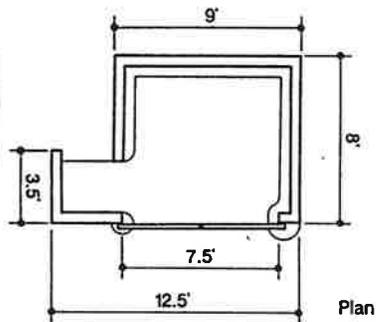
LIGHTING



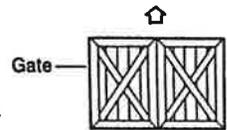
WALL SIGN



Perspective



Plan



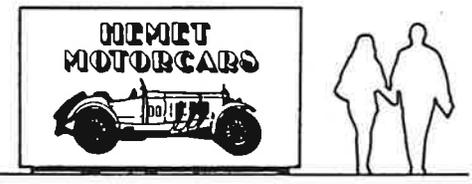
REFUSE ENCLOSURE

not to scale

8 feet high maximum

MONUMENT SIGN

64 square feet maximum



# LANDSCAPE DETAILS

Figure IV-4

influence (amended by Ordinance 1418, 6/11/91). This style of architecture draws upon the historic cultural influence of early Spanish settlements in this area (see Figure IV-l - Architectural Style).

2. Height: No building shall exceed 30-feet in height, with the following exceptions: Structures permitted above height limit may be erected for the housing of elevators, stairways, ventilating fans of similar walls, skylights, towers, steeples, or similar structures, provided that no roof structures or any space above 30-feet high be allowed or used for the purpose of providing usable floor space in excess of that reasonably required to maintain the aforesaid structures.
3. Service Areas: No service or repair area building openings shall face the East property line of the Auto Mall unless the following conditions can be met:
  - a. A noise study is prepared by a licensed or certified acoustical engineer or consultant demonstrating that sound levels emanating from the service area or repair area can be mitigated to a CNEL or dBA level identified in the City of Hemet General Plan as normally acceptable to the surrounding or adjacent land use(s).
  - b. A decorative sound wall or other mitigation identified in a noise study is completed prior to construction of the service or repair area building. Perimeter walls constructed for sound wall purposes along the eastern boundary shall be consistent in design, materials, and height as appropriate.
  - c. All exterior lighting is to be directed downward and shielded away from the east property line.
  - d. Hours of operation for any east facing service bays or repair areas are to be limited to the hours of 7:00 AM to 6:00 PM.
  - e. Public address systems in service areas or elsewhere on the property, are to be ground mounted and directed away from east facing property lines. Sounds emanating from public address systems are to be in compliance with the CNEL or dBA level identified in the City of Hemet General Plan as normally acceptable to the surrounding or adjacent land use(s).
  - f. Open service bays and repair areas associated with automobile facilities shall be obscured from public streets.
4. Materials/Color: Suitable materials for the Spanish architectural theme include adobe brick, textured stucco/plaster, brick, slump stone concrete block, tile, and wrought iron. Roof materials include Spanish clay or Mission clay tile or other natural materials. The use of heavy appearing exposed wood beams is encouraged. To enhance the identity of the project and ensure compatibility of buildings within the project, the usage of color shall be determined by the materials used in conjunction with the established style or theme of the project. No fluorescent colors, geometric color patterns, or color schemes which are inconsistent with the architectural style/theme shall be permitted. The Hemet Auto Mall

architectural review board will have final determination of color usage.

5. Walls/Fences: Area D (amended by Ordinance 1425, 09/10/91) shall be enclosed by a 6-foot high, decorative masonry wall. Walls and fences shall be compatible with the buildings, hardscape and site design. Preferred materials are decorative block, slump stone, brick and wrought iron. Chain link and wood fences are prohibited in public areas unless specifically approved by the Design Review Committee and the City of Hemet (see Figure IV-4 - Landscape Details).
6. Impact Mitigation:
  - a. Visual: All mechanical and electrical equipment shall be shielded from public view in an enclosure compatible with the architectural design of the building.
  - b. Noise and Vibration: Mechanical and electrical structures shall also be enclosed to prevent excess noise from impacting public areas and adjacent property. Access to structures with a noisy environment shall be oriented away from public view, walls and buildings to avoid reflected noise. Wall assemblies separating buildings from public spaces and adjacent residential sites shall be provided with sound insulation. Exterior public address/paging systems shall not be audible off the Auto Mall site.
  - c. Dust, Airborne Particles, and Odors: All buildings, the use of which has the potential of generating dust, airborne particles and odors shall be designed with particular attention to controlling these nuisances so as not to adversely impact adjacent properties. Adjacent sites shall be protected from dust, other airborne particles and odors by orientation of entrances/exits, filtering systems and/or solid walls. Control of dust and odors shall comply with South Coast Air Quality Management District requirements.

#### **G. Landscaping:**

1. Area: 5-percent of the gross area of each lot shall be landscaped in addition to the required setback landscaping.
2. Required Setback Landscaping:
  - a. 25-feet adjacent Warren Road and Florida Avenue measured from the street right-of-way.
  - b. 5-feet from the East Auto Mall property line (see Figure IV-2 - Landscape Plan/Building Areas and Figure IV-3 - Landscape Sections) (2.C. deleted by Ordinance 1387, 05/8/90).
3. Style/Theme: Landscaping shall be complementary to the architecture of the Auto Mall in scale, color, texture, and design.
4. Materials: To be consistent with the theme, plant materials shall be native plants or plants compatible with the architectural theme. All materials shall be live and maintained in a healthy condition. Unhealthy or dead plants shall be removed and replaced.

5. Screening/Buffering: Landscaping shall screen and buffer areas from excess noise, glare and provide a pleasing environment for driver and pedestrian. The creation of berms and contoured landscaping may assist in buffering adjacent sites and shall be encouraged (see Figure IV-3 - Landscape Sections).

**H. Hardscape:** Hardscape consists of man-made elements excluding architecture and landscaping. Examples include, signage, lighting, site furniture, sidewalks, etc.

1. Style/Theme: Hardscape features shall be compatible with the architecture and landscaping of the site (see Figure IV-1 - Architectural Style and Figure IV-4 - Landscape Details).
2. Signage: All signs shall be for the purpose of identification, direction information or regulation only. All proposed new signs or modifications to existing signs shall be approved by the Hemet Auto Mall Design Review Board and permits shall be obtained from the City of Hemet prior to installation.

a. Permitted Signs

(1) Automobile Dealer and Area C Primary Identification: For each vehicle franchise and a single business within Area C, there shall be permitted for each commercial frontage:

- a) A monument sign not to exceed a total of ten feet (10') wide or six feet (6') high. The monument sign may incorporate an internally illuminated corporate sign panel of not more than thirty-two (32) square feet in display area (per face), and not exceeding eight feet (8') in width, and four feet (4') in height. Said monument signs shall conform to the shape and design represented in Figure IV-5 and be in compliance with City standards for corner and driveway visibility (Ordinance 1417, 06/11/91).
- b) A sign or signs composed of individually constructed and mounted letters or logos mounted to a wall are included as an integral part of the architectural design of a roof structure (see Figure IV-4). Said sign(s) shall total not more than two (2) square feet of display area for each one (1) linear foot of building frontage, or two-hundred (200) square feet, whichever is less. All such signs shall be plexiglass-faced and may be illuminated or non-illuminated (amended by Ordinance 1417, 6/11/91).
- c) All automobile dealer and primary identification signs shall include a nationally recognized corporate logo or "branding," or other materials as approved by the Hemet Auto Mall Design Review Committee. All permanent signs shall also require a City of Hemet-issued building permit.

(2) All Other Uses, Primary Identification: For used vehicles, service, parts and similar automotive uses, and all permitted uses other than vehicular franchise and Area C business identification, there shall be permitted for each commercial frontage:

- a) A monument sign of not more than eighteen (18) square feet in display area



MONUMENT SIGN EXAMPLE

Figure IV-5

(per face), and not exceeding 4' in height. Said monument signs shall conform to the shape and design represented in Figure IV-5 and be in compliance with City standards for corner and driveway visibility.

- b) A sign or signs mounted to a wall. Said sign(s) shall total not more than two (2) square feet of display area for each one (1) linear foot of building frontage, or two-hundred (200) square feet, whichever is less (amended by Ordinance 1417, 06/11/91).
- (3) Directional: Directional signs for public parking and similar areas shall be permitted, not more than eight (8) square feet in area per display face and thirty-two (32) inches in height (amended by Ordinance 1417, 06/11/91). Said directional signs shall conform to the shape and design represented in Figure IV-5 and be in compliance with City standards for corner and driveway visibility.
- (4) Directory: Directory signs portraying the overall auto center site plan may be located at each major public entrance to the Auto Mall. Directory signs shall not be more than eight (8) feet in height nor more than sixty-four (64) square feet.
- (5) General Outdoor Advertising: Three (3) monument type or freestanding general outdoor advertising signs shall be permitted: One oriented to traffic on Florida Avenue and two oriented to traffic on Warren Road. The signs on Warren Road shall be located at the two main entrances to the Auto Mall. The sign oriented to traffic on Florida Avenue may incorporate a message center display. Message center displays are displays which have a changeable message which may be changed by electronic processes or by remote control. No message center display may include any illumination which is in motion or appears to be in motion or changes in intensity or exposes its message for less than four-seconds, nor may the interval between messages be less than one-second (amended by Ordinance, 1403 01/08/91).

The sign shall be subject to review and approval by the Planning Commission based on the following findings:

- a) Compatibility with the overall architectural theme.
- b) The size and height of the sign(s) is in scale with its surroundings and traffic speed.
- (6) Temporary: Streamers, banners, pennants, bunting, balloons, flats, A-frames or similar signs shall only be permitted for a consecutive period of not more than ten (10) days in any thirty-day period.
- (7) Window:
  - a) Permanent window signs may cover a maximum of 20% of the total area of the windows on each side of a building.
  - b) Temporary window signs may cover a maximum of 50% of the total area of the windows on each side of a building.

(8) Elevated Vehicle Display: Elevated vehicle display shall be permitted where the vehicle is displayed on a concrete pad which is an integral part of the facilities landscape design. Said elevated display shall be a minimum of fifty-feet (50') from any driveway.

(9) Prohibited Signs

- a) Flashing (except for full matrix message center on the Florida Avenue General Outdoor Advertising Sign)\*
- b) Revolving
- c) Moving or simulated motion (except for full matrix message center on the Florida Avenue General Outdoor Advertising Sign)\*
- d) Exposed neon tubes
- e) Billboards, including mobile billboards
- f) Painted signs on walls or buildings, window signs excepted)
- g) Mechanical lifts, metal ramps, or other elevating devices for display of vehicles except as permitted in subsection 8 above (amended by Ordinance 1403, 01/08/91).

*\*The Planning Commission reserves the right to review and regulate the nature and extent of flashing or moving messages.*

b. Sign Program

- (1) A detailed sign program shall be approved by the Planning Commission prior to the installation of any dealership sign or business within the Specific Plan.
- (2) Directory and General Outdoor Advertising signs shall be evaluated separately from the Sign Program and shall conform with the standards of the Hemet Auto Mall Development Plan (amended by Ordinance 1403, 01/08/91).

3. Lighting: All lighting shall be compatible with the architecture and uses of the site and adjacent properties, and be designed to minimize glare to adjacent properties and streets. Proposals for lighting shall be submitted to the Design Review Committee and City.

a. Street Lighting: To alleviate the problem of skyglow for the Mount Palomar observatory, the project will use low pressure sodium vapor (LPSV) street lighting. This is in compliance with the street lighting policy for the Mount Palomar Special Lighting Area of the Riverside County comprehensive General Plan. Pole lighting shall be no higher than 20-feet and have a staggered longitudinal spacing along interior streets. There shall be a minimum average of 0.9-horizontal footcandles on streets and minimum average of 1.0-horizontal footcandles on parking areas. Street lighting and display area lighting shall be combined where feasible (see Figure IV-4 - Landscape Detail).

b. Sidewalk Lighting: Sidewalks shall have a minimum average of 0.9-horizontal foot candles.

c. Sign Lighting: Signs are to be back-lighted or shielded, or internally-lighted only and

consider the overall guidelines for design listed above.

- d. Display Area Lighting: Lighting within display areas shall be ElSCO (or equivalent) type lighting mounted on square metal poles at a height of 20-feet and adequately shielded to minimize skyglow. Flood lighting shall be kept to a minimum and shall, under all circumstances, be compatible with the lighting and use of adjacent sites. Display area lighting shall not glare or reflect on streets.
  - e. Security Lighting: Security lighting may be provided within the project, subject to the restrictions listed above. All building and site entries and exits should be well lighted, and any other areas as deemed necessary by the property Owners' Association and/or Design Review Committee.
4. Walkways/Paving: Sidewalks shall be designed to provide pedestrian links to the entire Specific Plan and shall be coordinated with vehicular circulation to provide safe and convenient access to all facilities within the project. Major vehicle access to the Auto Mall shall be treated with either brick, block or stone pavers or colored, stamped concrete compatible to the design theme. Similar treatment shall be used for the central intersection of Auto Mall Drive and Carriage Circle. The use of pavers and stamped concrete is encouraged in walkways and pedestrian street crossings (see I-4 - Development Plan and Figure IV-I - Architectural Style).
- I. **Handicapped**: Consideration for the handicapped shall be taken in the design of all public and private facilities. Examples include handicap parking and loading spaces, wheelchair access to all sites, etc.

## V. IMPLEMENTATION

**A. Site Development Review:** Construction of any new building or structure, or enlargement or modification of any existing building or structure, shall be subject to the following approval authority:

1. Community Development Director Review, in accordance with the provisions of Sections 90-1451 through 90-1457 of the Hemet Municipal Code, shall be required for all new accessory structures, or for minor modifications adding less than ten percent (10%) of the original floor area of the building(s).
2. Review and approval by the Planning Commission, subject to public notice provisions identified in Section 90-42.3 of the Hemet Municipal Code, shall be required for all new primary structures, or for modifications adding ten percent (10%) or more of the original floor area of the existing buildings or structures.

Before a building permit is issued for any such building or structure, the Building Department shall insure that the proposed building is in conformity with the Site Development Review and conditions approved by the Community Development Director or the Planning Commission.

When it is in the public interest, and at the request of the applicant, the Community Development Director may consider and grant approval limited to the use of existing buildings including minor exterior alterations. In granting said permit, the Community Development Director shall make a finding that all provisions of this article are met.

**B. Application:** A Site Development Review application shall be made by the property owner or his authorized agent on a form prescribed for this purpose by the City.

Except in those cases involving maintenance work or minor alterations, the applicant shall submit four (4) prints of the development plan to the Planning Department. Such plan shall show the following:

1. Existing conditions, contours, trees and natural features, all structures and uses and improvement, public streets, rights-of-way, and public and/or private easements and restrictions.
2. Site plan showing proposed structures, contours, site developments, landscaping and natural features retained, parking and loading facilities, circulation, public rights-of-way, public and/or private easements, and sufficient other information to demonstrate the proposed development or improvement.
3. Architectural elevations; colors; lighting; materials; ornamental, pictorial or decorative material to be used in or about the exterior of the proposed structure.
4. Such other information as may be required by the Planning Department to permit reasonable consideration of the application.

**C. Plan Disposition:** Within thirty (30) days after the Site Development Review application has been deemed complete, the project shall be scheduled for consideration by the Community Development Director or the Planning Commission subject to Section V.A. above. The appropriate approving body shall review the plan and may approve, modify or deny the plans and may require any conditions deemed necessary to protect the public peace, safety and welfare. Prior to approving the plan, the following findings must be made:

1. The Development Plan is in compliance with all provisions of this Specific Plan Text and the Zoning Ordinance.
2. The architectural character is adequate based upon the suitability of a building for its purposes, upon the appropriate use of materials, upon the principles of harmony and proportion in the elements of the building, and the Specific Plan guidelines.
3. The following elements are shown and so arranged that traffic congestion is avoided, pedestrian and vehicular safety and welfare are protected, and that there will be no adverse effect of surrounding property:
  - a. Buildings, structures, and improvements.
  - b. Vehicular ingress, egress and internal circulation.
  - c. Setbacks.
  - d. Height of buildings.
  - e. Service areas.
  - f. Walls.
  - g. Landscaping.
  - h. Such other elements as are found to be relevant to the fulfillment of the purposes of this Specific Plan.
4. All utility facilities are underground.
5. Proposed lighting will reflect the light away from adjoining properties.
6. Proposed signs will not by size, location, color or lighting interfere with traffic or limit visibility.

## **VI. FINANCING**

Financing shall be a joint public/private partnership in which the City of Hemet receives increased revenues and the Property Owners' Association receives assistance in processing and site improvements. It shall be the responsibility of the developer to acquire property and financing to develop private property within the project area.

## **VII. PHASING**

Project phasing is dependent of the timing of site improvements and formation of the Property Owners' Association for the entire Specific Plan. Site improvements shall be timed so as to ensure public safety and welfare.



#14

**CITY OF HEMET  
Hemet, California  
ORDINANCE BILL NO. 13-040**

**AN ORDINANCE OF THE CITY COUNCIL OF THE CITY OF HEMET, CALIFORNIA ADDING ARTICLE XIV TO CHAPTER 18 [BUSINESSES] OF THE HEMET MUNICIPAL CODE ESTABLISHING A RESIDENTIAL RENTAL REGISTRATION AND CRIME-FREE RENTAL HOUSING PROGRAM, AN ELEMENT OF THE HEMET ROCS PROGRAM.**

**WHEREAS**, over the past five years, the City has experienced a significant increase in the occurrence of substandard maintenance, unsafe conditions, and public nuisances in rental units, especially those rented by absentee landlords; and

**WHEREAS**, rental units are responsible for a disproportionate share of code enforcement and police calls for service that necessitates a disproportionate expenditure of public funds for such properties; and

**WHEREAS**, the City Council hereby determines that these conditions interfere with the health, safety, quality of life, quiet enjoyment and general welfare of the individuals residing near rental units and may contribute to a decline in the value of surrounding properties; and

**WHEREAS**, the state Legislature has declared that there is a housing crisis in California and that communities should take such actions as are within their authority to ensure that persons of every income level have safe and decent places to dwell (see for example Government Code §§ 37364, 54220, 54235, 65009(a), 65580(a) & (b) and 65913; Health & Safety Code §§ 33070, 50001, 50002, 50003(b), 50005, 50010(a)(9), 50650, and 51501; Civil Code § 1917.110(a)); and

1           **WHEREAS**, existing state and local laws have not sufficiently encouraged  
2 landlords, particularly absentee landlords, to take reasonable and proactive steps to  
3 abate these conditions and to ensure their premises are safe and decent; and

4           **WHEREAS**, it is necessary to implement a “Residential Rental Registration and  
5 Crime-Free Rental Housing Program” to alleviate these problems and improve living  
6 conditions for renters and protect the general welfare of individuals in affected  
7 neighborhoods; and

8           **WHEREAS**, the City Council has determined that it is necessary to defray the  
9 cost of the Residential Rental Registration And Crime-Free Rental Housing Program  
10 through the imposition of regulatory fees which may be set from time to time by  
11 Resolution of the City Council to cover the actual costs of implementing and enforcing  
12 the program; and

13           **WHEREAS**, the rental and letting of housing is a business and it is necessary  
14 and proper to regulate such a business to ensure there is safe and decent housing for  
15 persons of all income levels.

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

18 **SECTION 1: ADDITION OF ARTICLE XIV TO CHAPTER 18 OF THE HEMET**  
19 **MUNICIPAL CODE.**

20           Article XIV “Residential Rental Registration And Crime-Free Rental Housing  
21 Program” is hereby added to Chapter 18 of the Hemet Municipal Code, and shall read  
22 as shown in Exhibit “A” hereto.

23 **SECTION 2: CEQA FINDINGS.**

24           The adoption of this Ordinance is exempt from CEQA review pursuant to CEQA  
25 Guidelines Section 15061(b)(3), because it can be seen with certainty that this project  
26 would not have a significant effect on the environment. This Ordinance requires owners  
27 of rental dwelling units to participate in the City’s crime-free housing program. It does

1 not approve any particular uses, and the development of any rental dwelling unit will still  
2 undergo CEQA review.

3 //

4 **SECTION 3: SEVERABILITY.**

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

13 **SECTION 4: EFFECTIVE DATE.**

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

16 **SECTION 5: PUBLICATION.**

17 The City Clerk is authorized and directed to cause this Ordinance to be published  
18 within fifteen (15) days after its passage in a newspaper of general circulation and  
19 circulated within the City in accordance with Government Code Section 36933(a) or, to  
20 cause this Ordinance to be published in the manner required by law using the  
21 alternative summary and pasting procedure authorized under Government Code  
22 Section 39633(c).  
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1 **INTRODUCED** at the regular meeting of Hemet City Council on August 13, 2013.

2 **APPROVED AND ADOPTED** this 27<sup>th</sup> day of August 2013.

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

5

6 **ATTEST:**

**APPROVED AS TO FORM:**

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

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Eric S. Vail, City Attorney

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**CITY OF HEMET ORDINANCE BILL NO.**

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 13<sup>th</sup> day of August 2013, and  
6 had its second reading at the regular meeting of the Hemet City Council on the 27<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.

**EXHIBIT "A"**

**"ARTICLE XIV. RESIDENTIAL RENTAL REGISTRATION  
AND CRIME-FREE RENTAL HOUSING PROGRAM"**

- Sec. 18-466. – Purpose.
- Sec. 18-467. – Definitions.
- Sec. 18-468. – Scope.
- Sec. 18-469. – Exemptions From Residential Rental Registration Program.
- Sec. 18-470. – Residential Rental Registration Program.
- Sec. 18-471. – Inspections.
- Sec. 18-472. – Fees.
- Sec. 18-473. – Appeals.
- Sec. 18-474. – Enforcement.

**18-466 Purpose.**

The purpose of this article is to identify Residential Rental Dwelling Units in the City of Hemet, to ensure that such units afford tenants a safe and decent place to dwell, and to require rental units with substandard conditions to meet and maintain minimum building and housing code standards, exterior maintenance standards, and to reduce criminal activity. The City Council has determined that requiring that all Residential Rental Dwelling Units be registered with the City and inspected, and landlords obtain a Crime-Free Rental Housing Certification, serves these legitimate governmental interests.

**18-467 Definitions.**

- A. *"Applicable Codes"* means and includes all federal, state and local statutes, ordinances and regulations that pertain to the condition, habitability and safety of Dwelling Units and residential property. Applicable Codes, include, but are not limited to, the State Housing Law (CA Health & Safety Code, Sections 17910 et. seq.), Titles 24 and 25 of the California Code of Regulations, as adopted and amended by the City in Chapter 14 of this Code, and the Hemet Municipal Code, including but not limited to Chapter 14 [Building], Chapter 30 [Environment], and Chapter 90 [Zoning].
- B. *"Code Enforcement Officer"* means an individual who is designated by the City Manager to enforce Applicable Codes, and may include but not be limited to, building inspectors, fire prevention inspectors, police officers, and code enforcement officers.
- C. *"Crime Free Lease Addendum"* means the lease addendum described in Section 18-470.

- D. *“Director”* means the Community Development Director, or his or her designee.
- E. *“Dwelling Unit”* means one or more rooms, including bathroom(s) and a kitchen, designed, occupied or intended for use as a separate living quarter for one single-housekeeping unit.
- F. *“Fair Housing Laws”* means the federal Fair Housing Act, as amended, (42 U.S.C. Sec. 3601 et seq.), the California Fair Housing and Employment Act (Government Code Sec. 12900 et seq.), and the Unruh Civil Rights Act (Civil Code Sec. 51).
- G. *“Local property management company”* shall mean an entity located within 40 miles of the subject property that is responsible for the day-to-day maintenance, upkeep, and security of the property and is operated by a person who is licensed with the California Department of Real Estate as a real estate broker.
- H. *“Local property manager”* shall mean a person whose primary residence is located within 40 miles of the subject property and who is responsible for the day-to-day maintenance, upkeep, and security of the property. The local property manager may be the owner of the property.
- I. *“Owner”* means any person having legal title to real property, including all individuals shown as owners on the last equalized assessment roll of the Riverside County Assessor’s Office, or an Owner’s Authorized Representative.
- J. *“Owner’s Authorized Representative”* shall mean a person, designated in writing by the Owner, to act as the Owner’s agent with respect to a Residential Rental Dwelling Unit.
- K. *“Residential Rental Dwelling Unit”* means a residential dwelling unit that is not occupied by the Owner and for which the Owner receives consideration in any form for allowing a person or persons to reside in the dwelling unit. This includes:
1. Single-family dwellings, whether detached or a duplex.
  2. Units within Multifamily or multipurpose dwellings;
  3. Apartments, condominiums, cooperative housing projects, boarding homes, as defined by Section 90-4, and group homes, as defined by Section 90-262; and,
  4. Any room or group of rooms located within a dwelling and forming a single unit with facilities that are used or intended to be used for

living, sleeping, cooking or eating and which is hired, rented or leased by a person within the meaning of California Civil Code Section 1940.

**18-468 Scope.**

- A. Applicability. Unless specifically exempted in this article, the provisions of this article shall apply to all Residential Rental Dwelling Units located within the City of Hemet and all accessory uses thereon, including but not limited to, parking lots, driveways, landscaping, accessory structures, fences, walls, interior and exterior common areas, swimming pools, hot tubs and spas.
- B. Construction. Nothing in this article shall be construed to:
1. Excuse, waive, limit, or modify any requirements or obligations in the Applicable Codes;
  2. Limit any right of the City to investigate and abate nuisances or to enforce any provisions of the Applicable Codes or any other provision of law;
  3. Excuse any Owner from obtaining a City business license as required by Article II of this Chapter; or
  4. Conflict with any rights or obligations under the Fair Housing Laws or the Americans with Disabilities Act, as amended [42 USC §§ 12111 et seq].

**18-469 Exemptions From Residential Rental Registration Program.**

The provisions of this article shall not apply to any of the following:

1. Housing accommodations in any hospital, nursing home, extended medical care facility, small licensed residential care facility (as defined in Section 90-262), or any other similar state-licensed residential facilities.
2. Dormitory housing owned by an educational or religious institution.
3. Any mobilehome park or recreational vehicle park that is regulated under Title 25 of the California Code of Regulations.
4. Hotels, motels, inns, and bed and breakfasts, unless fifty percent of the units in such use are rented to persons for periods of thirty days or more ("extended stay units"), in which event the extended stay units shall be subject to this article.

## **18-470 Residential Rental Registration Program.**

- A. **Registration Required.** As a condition of exercising the privilege of renting or leasing a Residential Rental Dwelling Unit to any person and/or entity, and as a prerequisite to collecting any rent from a tenant or lessee, the Owner of the Residential Rental Dwelling Unit shall register with the City all Residential Rental Dwelling Units owned or operated by the person or entity and maintain such registration as follows:
1. **Registration.** The Owner shall complete and submit a separate registration form for each separate street address to the Director. Units sharing the same street address and/or Assessor's Parcel Number, but which have an individual unit designation (e.g. Unit A, or Unit 1), may be combined on one registration form. Registration forms will be provided by the Director. The Director will accept registration forms for Residential Rental Dwelling Units that are complete and for which the applicable fees have been paid as provided in this Section. Registration of a Residential Rental Dwelling Unit is deemed complete upon the Director's acceptance of registration form. The Registration is valid for a one-year period commencing with the registration deadlines set forth in Section 18-470(A)(5) and shall be renewed annually in accordance with Section B of this article.
  2. **Contents of Registration and Payment of Fees.** The Registration form shall contain all of the information reasonably requested by the Director, including the persons or company responsible for management of the property, and shall be accompanied by payment of the registration fee, the inspection fee, and a certification, signed by the Owner, that he or she will comply with and enforce the Crime-Free Lease Addendum required by Section 18-470(C).
  3. **Non-Transferrable.** Registration of a Residential Rental Dwelling Unit accepted by the Director pursuant to this article is non-transferrable to a new Owner of the Residential Rental Dwelling Unit.
  4. **Revocation.** Registration for a Residential Rental Dwelling Unit may be revoked if the Director determines that the Owner has violated paragraph C of this Section or has failed to pay any required registration, inspection, and/or re-inspection fees, or if the Residential Rental Dwelling Unit has been cited by a City or County employee for, or received written notice from a City or County employee of, a violation of the Applicable Codes, including, without limitation, any public nuisance violation, any violation of sections

46-50 et seq. [Drug- and Gang-Related Nuisance on Residential Property] and Sections 46-60 et seq. [Abatement of Chronic Nuisance Properties] of the Municipal Code, property maintenance violations, Health and Safety Code violations, or violations of any of the building regulations under Chapter 14, and the Owner has failed to remedy such violation within the period of time specified in the citation or written notice. The Director shall provide written notice of the revocation to the Owner by first-class mail to the address listed in the Registration. The revocation shall take effect 10 days after such notice is placed in the mail. Within ten days of the mailing of such notice, the Owner may request a hearing before the Director regarding the revocation. Following such a hearing, the Director shall issue a written decision either confirming or withdrawing the revocation. The Director's decision is appealable pursuant to Section 18-473. Upon revocation or confirmation of a revocation following appeal, the Owner may not rent or lease the Residential Rental Dwelling Unit(s) identified in the Owner's registration or collect rent from tenants of the Residential Rental Dwelling Unit(s) identified in the Owner's registration.

5. **Registration Deadlines.** Owners of multi-family structures containing three or more Residential Rental Dwelling Units must register under this article by December 31, 2013. Owners of single-family Residential Rental Dwelling Units, whether they are detached units or a duplex, must register under this article by July 1, 2014.

B. **Annual Registration Renewal.** The Owner of multi-family structures containing three or more Residential Rental Dwelling Units shall annually renew the registration for each such Residential Rental Dwelling Unit on or before December 31<sup>st</sup> of each year, to be in effect for the following calendar year, by following the registration procedure in this section. Owners of single-family Residential Rental Dwelling Units, whether they are detached units or a duplex, shall annually renew the registration for each such Residential Rental Dwelling Unit on or before July 1<sup>st</sup> of each year, to be in effect for the following calendar year, by following the registration procedure in this section. An Owner who qualifies as a Landlord in Good Standing and continues to maintain that qualification, as provided in this section, is only required to renew the registration every three years. An Owner who no longer qualifies as a Landlord in Good Standing, as provided in this section, must re-register the affected Residential Rental Dwelling Unit(s) annually.

C. **Crime-Free Rental Housing Certification and Lease Addendum.** The Owner of a Residential Rental Dwelling Unit shall complete a Crime-Free Rental Housing Program Seminar and include a Crime-Free Lease

Addendum in a form approved by the Director in all rental agreements and leases executed or extended after [INSERT EFFECTIVE DATE OF ORDINANCE] .

1. Pledge to Enforce. As a requirement of registering their Residential Rental Dwelling Unit(s) Owner agrees to implement and enforce the Crime Fee Lease Addendum. Owners shall not allow any person to occupy the Residential Rental Dwelling Unit(s) in violation of any provision of the Crime-Free Lease Addendum. Owners shall utilize such equitable and legal remedies as may be afforded under the law to address and resolve their tenant's violations of the Crime Free Lease Addendum.
  2. Failure to Enforce. Failure of the Owner to enforce the Crime Free Lease Addendum is cause for revocation of the Owner's registration of his or her Residential Rental Dwelling Units.
  3. Crime Free Rental Housing Seminar. An Owner of a Residential Rental Dwelling Unit shall complete a Crime-Free Rental Housing Program Seminar prior to registration under this article, or as soon thereafter as the Seminar is offered. When a property is transferred to a new owner or property management company, the new owner or owner's representative shall complete the Seminar within 90 days after the transfer of the property or operation, or as soon as the Seminar is conducted, whichever is later.
- D. **Landlord in Good Standing Designation**. At the time of registration, an Owner of a Residential Rental Dwelling Unit may apply to be designated as a Landlord in Good Standing by the Director as to one or more single-family dwelling, multifamily or multipurpose dwelling, apartment, condominium, cooperative housing project, boarding home, as defined by Section 90-4, group home, as defined by Section 90-262, or any room or group of rooms located within a dwelling and forming a single unit with facilities that are used or intended to be used for living, sleeping, cooking or eating and which is hired, rented or leased by a person within the meaning of California Civil Code Section 1940. An Owner applying for designation as a Landlord in Good Standing as to a specified structure shall pay a Landlord in Good Standing fee in lieu of the inspection fee. In the event that the Director denies the application, the Landlord in Good Standing fee shall be applied toward the required inspection fee and the Owner must pay any remaining balance in order to register a Residential Rental Dwelling Unit. The Director will designate an Owner as a Landlord in Good Standing as to a specified structure when all of the following conditions are satisfied:

1. The City and County do not have any record that any of the specified Residential Rental Dwelling Units have been cited by a City or County employee for, or have been the subject of written notice of any violation of any Applicable Codes, including without limitation, violations of the Hemet Municipal Code, any public nuisance violation, any violation of Section 46-50 et seq. [Drug- and Gang-Related Nuisance on Residential Property] and Section 46-60 et seq. [Abatement of Chronic Nuisance Properties] of the Municipal Code, property maintenance violations, Health and Safety Code violations, California Housing Code or California Fire Code violations, or violations of any of the building regulations under Chapter 14. However, a written notice of violation shall not disqualify an Owner from receiving a Landlord in Good Standing designation if:
  - a. The Owner, local property management company, or local property manager corrected the violation within the time specified by the City or County;
  - b. The applicant for Landlord in Good Standing designation was not the owner of the cited property at the time the written notice of violation was issued; or
  - c. The written notice of violation related to a violation committed by a tenant after the Owner had initiated an eviction proceeding against the tenant.
2. A Code Enforcement Officer determines that the specified Residential Rental Dwelling Unit is well-maintained based on an exterior inspection and, if deemed necessary, an interior inspection of the specified Residential Rental Dwelling Unit. If a violation of any Applicable Code exists, the Owner may still qualify for a Landlord in Good Standing designation by correcting the violation(s) by the date specified in writing by the Code Enforcement Officer.
3. The Owner, local property management company, or current local property manager for the specified unit has attended and completed a Crime-Free Housing seminar approved by the City of Hemet and has provided the Director with a certification or other proof of attendance and completion of the seminar.
4. If the Residential Rental Registration relates to a multi-family dwelling with three or more units, the Owner has designated a local property manager or hired a local property management company to oversee the Residential Rental Dwelling Unit or has an on-site manager living on the premises. In order to qualify for this

exemption, the Owner shall provide the name, telephone number, address, and e-mail address of the local property manager, local property management company, or on-site manager to the City. The City shall be notified of any subsequent changes to the designated owner, property manager, or management company within 15 days of the effective date of the change. Failure to notify the City within the stated timeframe shall be subject to enforcement action pursuant to Section 18-474 of this chapter.

5. The Owner is not delinquent on any payment to the City of fees, penalties, taxes, or any other monies related to the property on which the Residential Rental Dwelling Unit is located.

E. **Duration of Designation.** An Owner's designation as a Landlord in Good Standing will remain in effect for a period of three years. An Owner may renew this designation under the following circumstances:

1. The Owner has complied with the requirements of this article at all times in which the Landlord in Good Standing designation has been in effect.
2. During the time in which the Landlord in Good Standing designation has been in effect, there has been no more than one written notice of, or one citation for, violations of the Applicable Codes and the Owner corrected all of the violations within the time specified in writing in the notice or citation, or the written notice or citation related to violations committed by a tenant after the Owner had initiated an eviction proceeding against the tenant.
3. The Owner is not delinquent on any payment to the City of fees, penalties, taxes, or any other monies related to the property on which the Residential Rental Dwelling Unit is located.

F. **Self-Certification Renewal.** Owners who are eligible to renew their Landlord in Good Standing designation may do so by submitting self-certification inspection reports on forms approved by the Director. Owners submitting a self-certification inspection report are exempt from the annual renewal fee. The self-certification inspection reports shall contain a certification, signed by the Owner, that Owner inspected the Residential Rental Dwelling Unit(s) specified in the Landlord in Good Standing designation and each such unit is in compliance with the Applicable Codes.

G. **Designation Revocation.** If the Owner's specified Residential Rental Dwelling Unit(s) is the subject of a citation or written notice for any violation referred to in paragraph D.1 above, and the Owner fails to correct the violation(s) within the time specified in the written notice or citation, or

the Specified Dwelling Unit(s) have been notified or cited on two or more occasions for violations referred to in paragraph D.1 above, the designation shall be subject to revocation by the Director. In addition, any Landlord in Good Standing designation, or subsequent renewal, that has been obtained through fraud or misrepresentation is subject to revocation. The Director shall notify the Owner in writing by first class mail that the Landlord in Good Standing designation is revoked. The revocation shall take effect 10 days after such notice is placed in the mail. Within ten days of the mailing of such notice, the Owner may request a hearing before the Director regarding the revocation. Following such a hearing, the Director shall issue a written decision either confirming or withdrawing the revocation. The Director's decision is appealable pursuant to Section 18-473. An Owner whose Landlord in Good Standing designation has been revoked must re-register the specified Residential Rental Dwelling Unit(s) as required in paragraph C of this Section. The Owner may reapply for the designation again if the specified Residential Rental Dwelling Unit(s) have passed the required inspections for two consecutive years.

#### **18-471 Inspections**

- A. Inspections. After receiving a completed Residential Rental Registration form/application from an Owner, the City will conduct an exterior inspection of the Residential Rental Dwelling Unit to identify violations of the Applicable Codes. The City may also request an interior inspection to determine the existence of possible health, safety, or housing code violations at the premises. The City may withhold the Owner's Residential Rental Registration until an interior inspection is completed.
- B. Personnel Conducting Inspection. City Code Enforcement Officers and/or Building and/or Fire Inspectors will be responsible for conducting the inspections authorized by this article. However, the Director may request that other City departments and/or Riverside County enforcement agencies participate in the inspection process.
- C. Entry. Prior to conducting any interior inspection of a Residential Rental Dwelling Unit, the City will make reasonable efforts to notify the Owner and tenant. If the tenant does not allow entry to the Residential Rental Dwelling Unit, the City will notify the Owner and request that the Owner obtain the tenant's consent to inspect the interior of a Residential Rental Dwelling Unit or otherwise obtain legal access to the Residential Rental Dwelling Unit under the terms of the applicable lease.
- D. Inspection Report. After completion of the inspection, the City shall send a written report of the inspection to the Owner. The report shall contain:
  - 1. An itemization of any violations of the Applicable Codes identified during the inspection;

2. The period of time for correcting each of the identified violations;
3. A statement that the City will re-inspect the Residential Rental Dwelling Unit at the end of the period of time for correction. This initial re-inspection for compliance is considered to be a component of the per-unit inspection fee charged at the time of Registration;
4. The amount of a Re-inspection Fee and the date by which the Re-inspection Fee must be paid if the inspector discovers that the work or action requested was not performed at the time of the initial re-inspection noted in subsection (3) above, and that additional inspections will be required; and
5. A statement that if the violations are not corrected within the period of time for correction the City will revoke the Owner's Residential Rental Registration.

E. Re-Inspection Fees. If the property owner fails to correct violations by the first compliance re-inspection, the owner shall pay a re-inspection fee for the second and subsequent compliance re-inspections in the amount established by City Council resolution.

#### **18-472 Fees**

Fees for the administration and enforcement of the regulatory program established by this article shall be set by resolution of the City Council and shall not exceed the City's actual cost of providing the services. Fees may include, without limitation, a fee for Residential Rental Registration, a fee for re-registration, a Landlord in Good Standing fee, an initial inspection fee, a re-inspection fee, and a fee to file an appeal. Fees associated with the implementation of this Article are in addition to the Business License Fees collected for rental properties.

#### **18-473 Appeals**

Any appeal of a decision of the Director rendered under this article must be filed within 10 calendar days from the date of the decision. Failure of the City Clerk to receive a timely notice of appeal constitutes a waiver of the right to contest such decision hereunder. In this event, the decision is final and binding. Appeals under this article shall be heard as follows:

1. The hearing shall be conducted by the Director or his or her duly authorized designee who shall act as the hearing officer; and who shall herein be referred to as the "Hearing Officer" who shall

consider all relevant evidence. Such hearing may be continued from time to time.

2. Upon the conclusion of said hearing, the hearing officer shall, on the basis of the evidence presented at such hearing, determine whether the decision should be upheld, modified or reversed. The determination of the hearing officer shall be final and conclusive.
3. A copy of the hearing officer's decision shall be served upon the owner of the property by United States mail or by personal delivery. In addition, a copy of the order shall be posted in a conspicuous place on the property.

#### **18-474 Enforcement.**

- A. Violations Identified During Inspection. If, after a report of inspection is issued pursuant to Section 18-471(D), the Owner fails to correct a violation of the Applicable Codes identified in the report of inspection within the time allowed, the City may issue an administrative citation pursuant to Section 30-80.5, issue a notice of intent to abate pursuant to Section 30-35, or may take any other action authorized by law to enforce the provisions of this Code, including, without limitation, a petition to the Superior Court for the appointment of a receiver over the property.
- B. Failure to Pay Fees. Should an Owner fail to timely pay the annual fee or any re-inspection fee, the City is authorized to recover it, plus accrued interest and penalties, utilizing any remedies authorized by law.
- C. Violation of Section 18-470. The City may enforce a violation of any provisions under Section 18-470 in any manner authorized by law.



#15

CITY OF HEMET  
Hemet, California

CITY COUNCIL  
ORDINANCE BILL NO. 13-039

AN ORDINANCE OF THE CITY COUNCIL OF THE CITY OF HEMET, CALIFORNIA APPROVING ZONE CHANGE NO. 13-001, A ZONE CHANGE AMENDING THE OFFICAL ZONING MAP OF THE CITY OF HEMET TO R-4 (MULTIPLE FAMILY RESIDENTIAL) ON EIGHTEEN (18) INDIVIDUAL PARCELS (APN's: 448-120-010, 442-060-046, 464-270-002, 464-270-005, 454-270-006, 446-280-005, 446-280-016, 446-280-017, 446-300-001 thru -003, 446-300-005, 446-300-007, 446-300-008, 446-300-011, 451-100-022, 451-100-026 and 451-100-036)."

**WHEREAS**, pursuant to Government Code sections 658854 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 July 9, 2013, the City gave public notice by mailing to property owners within 300 feet, of the holding of a public hearing at which the amendments to the City's zoning ordinances would be considered by the Planning Commission; and

**WHEREAS**, on July 26, 2013, the City gave public notice by publishing notice in the Press Enterprise of the holding of a public hearing at which the amendments to the City's zoning ordinances would be considered by the Planning Commission; and

**WHEREAS**, on August 6, 2013, the Planning Commission held the noticed public hearing at which time interested persons had an opportunity to testify in support of, or opposition to, the proposed Zone Change and at which time the Planning Commission considered all written and oral reports of staff and public testimony on the matter, and adopted Resolution No. 13-014 recommending approval of Zone Change No. 13-001 to the City Council, and

**WHEREAS**, on August 1, 2013, the City gave public notice by advertising in the Press Enterprise and by mailing to property owners within 300 feet, of the holding of a public hearing at which the project would be considered by the City Council; and

**WHEREAS**, the City Council has the authority per section 90-41 *et seq.* of the Hemet Municipal Code to review and approve proposed Zone Change 13-001 to amend the official zoning map to R-4 (Multiple Family Residential) on 18 individual parcels; and

1  
2       **WHEREAS**, on August 13, 2013, the City Council held a duly noticed public  
3 hearing at which interested persons had an opportunity to testify in support of, or in  
4 opposition to the proposed Zone Change No. 13-001 and, at which the City Council  
5 considered all written and oral reports of staff and public testimony on the matter, and  
6 such other matters as are reflected in the record; and  
7

8       **WHEREAS**, at this public hearing on August 13, 2013, the City Council  
9 determined that the proposed project is consistent with the Environmental Impact  
10 Report for the Comprehensive General Plan Update adopted by the City Council on  
11 January 24, 2012 and is, therefore, exempt from further review under California  
12 Environmental Quality Act (CEQA) pursuant to CEQA Guidelines Section 15162  
13 (Subsequent EIR's and Negative Declarations) and that the exceptions to the  
14 categorical exemptions contained in the CEQA Guidelines Section 15300.2 are not  
15 applicable to the project.  
16

17       **NOW, THEREFORE**, the City Council of the City of Hemet does Resolve,  
18 Determine, Find and Order as follows:  
19  
20

21       **SECTION 1: ENVIRONMENTAL FINDINGS**  
22

23       The City Council, in light of the whole record before it, including but not limited to, the  
24 City's Local CEQA Guidelines and Thresholds of Significance, the recommendation of  
25 the Planning Commission as provided in the Staff Report dated August 13, 2013 and  
26 documents incorporated therein by reference, and any other evidence (within the  
27 meaning of Public Resources Code §21080(e) and §21082.2) within the record or  
28 provided at the public hearing of this matter, hereby finds and determines as follows:  
29

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

43       **SECTION 2: REQUIRED ZONE CHANGE FINDINGS**  
44

1 Pursuant to Hemet Municipal Code Section 90-41.5 (b) and in light of the record before  
2 it including the staff report dated August 13, 2013, and all evidence and testimony heard  
3 at the public hearing of this item, the City Council hereby finds as follows:  
4

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

8 *The zone change is in conformance with the latest adopted general plan for the*  
9 *City in revising the zones for 18 individual parcels in compliance with Housing*  
10 *Element Program H-3a which requires that the City's zoning map be amended to*  
11 *correspond with the General Plan.*  
12

- 13 **2. That the streets in the area are adequate to handle potential traffic**  
14 **generated by the change of zone; and**  
15

16 *The proposed Zone Change to R-4 (Multiple Family Residential) and potential*  
17 *traffic impacts were analyzed as part of the General Plan update. The proposed*  
18 *project is not in conflict with adopted policies, plans or programs supporting*  
19 *alternative transportation.*  
20

- 21 **3. That the proposed change of zone is compatible with adjacent zoning.**  
22

23 *The proposed Zone Change to R-4 (Multiple Family Residential) was analyzed*  
24 *as part of the General Plan update and is compatible with the surrounding*  
25 *zoning.*  
26

27 **SECTION 3: CITY COUNCIL ACTIONS**

28 The City Council hereby takes the following action:  
29

- 30 **1. Adopt the proposed City Council Ordinance** approving Zone Change No.  
31 13-001, as shown and described in Exhibit 1-6 which are attached hereto and  
32 incorporated herein by reference, a request to change the zone on 18 individual  
33 parcels to R-4 (Multiple Family Residential).  
34
- 35 **2. Direct staff to file a Notice of Determination with the Riverside County Clerk**  
36 **and Recorder.**  
37

38  
39 **SECTION 4:** The City Clerk is authorized and directed to cause this Ordinance to be  
40 published within fifteen (15) days after its passage in a newspaper of general circulation  
41 and circulated within the City in accordance with Government Code Section 36933(a)  
42 or, to cause this Ordinance to be published in the manner required by law using the  
43 alternative summary and pasting procedure authorized under Government Code  
44 Section 39633(c).  
45  
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**INTRODUCED** at a regular meeting of Hemet City Council on August 13, 2013.

**APPROVED, AND ADOPTED** this 27<sup>th</sup> 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  
5

6 I, Sarah McComas, City Clerk of the City of Hemet, do hereby certify that the foregoing  
7 Ordinance was introduced and first read on the 13<sup>th</sup> day of August 2013, and had its  
8 second reading at the regular meeting of the Hemet City Council on the 27<sup>th</sup> day of  
9 August, 2013, and was passed by the following vote:

10  
11 **AYES:**  
12 **NOES:**  
13 **ABSTAIN:**  
14 **ABSENT:**  
15  
16  
17  
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20

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

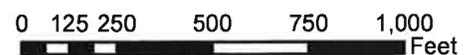
# City of Hemet Planning Department Proposed Zone Change 13-001 Site 1



Every reasonable effort has been made to assure the information provided on the GIS maps and data is current, accurate and complete. However, the GIS database and the maps themselves are subject to constant change and the accuracy and completeness cannot be and is not guaranteed.



1 inch = 500 feet



# City of Hemet Planning Department

## Proposed Zone Change 13-001

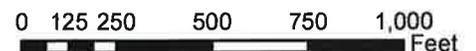
### Site 2



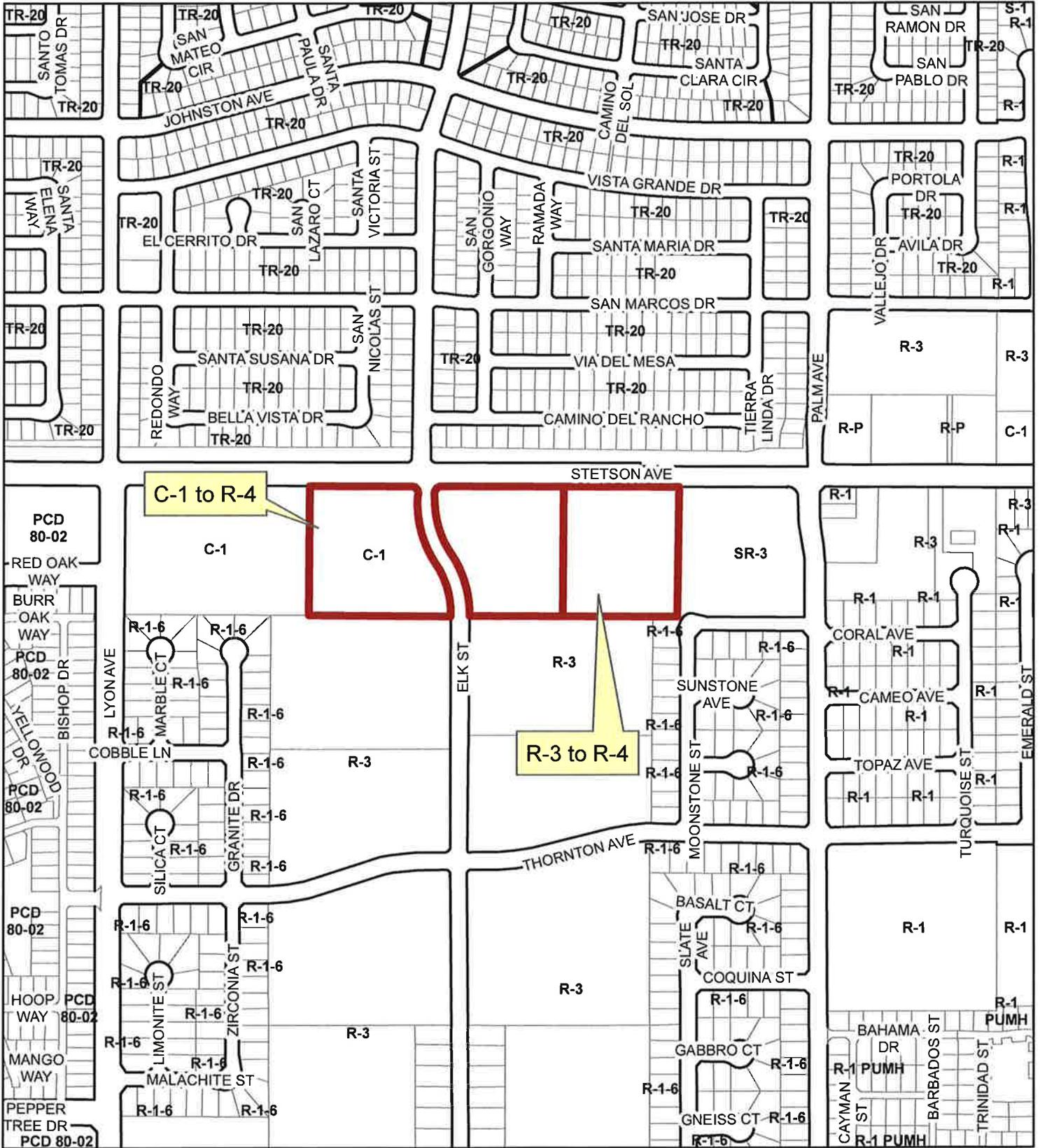
Every reasonable effort has been made to assure the information provided on the GIS maps and data is current, accurate and complete. However, the GIS database and the maps themselves are subject to constant change and the accuracy and completeness cannot be and is not guaranteed.



1 inch = 500 feet



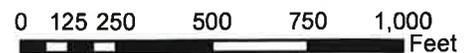
# City of Hemet Planning Department Proposed Zone Change 13-001 Site 3



Every reasonable effort has been made to assure the information provided on the GIS maps and data is current, accurate and complete. However, the GIS database and the maps themselves are subject to constant change and the accuracy and completeness cannot be and is not guaranteed.



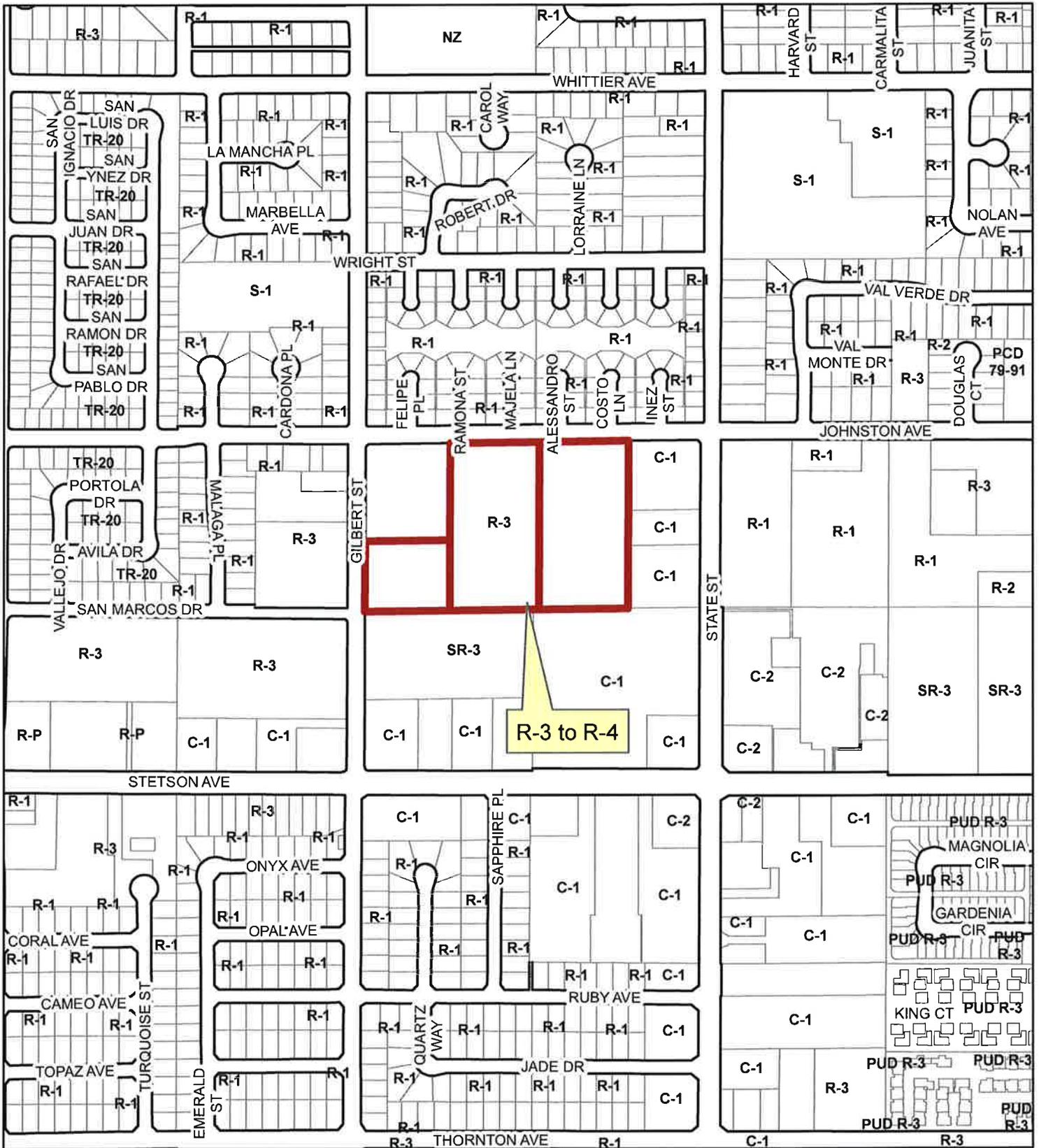
1 inch = 500 feet



# City of Hemet Planning Department

## Proposed Zone Change 13-001

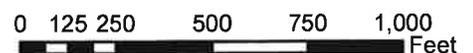
### Site 4



Every reasonable effort has been made to assure the information provided on the GIS maps and data is current, accurate and complete. However, the GIS database and the maps themselves are subject to constant change and the accuracy and completeness cannot be and is not guaranteed.



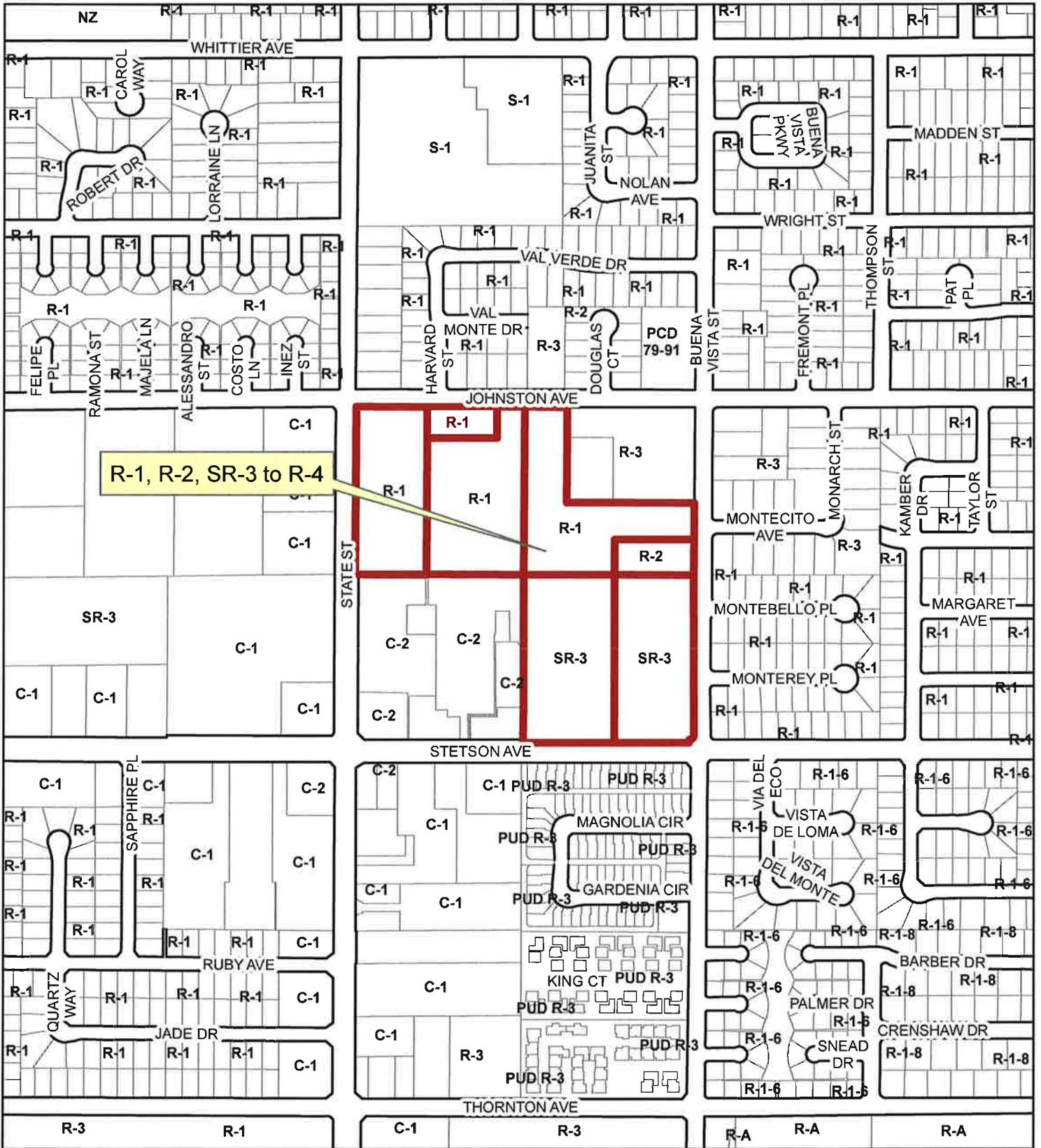
1 inch = 500 feet



# City of Hemet Planning Department

## Proposed Zone Change 13-001

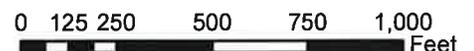
### Site 5



Every reasonable effort has been made to assure the information provided on the GIS maps and data is current, accurate and complete. However, the GIS database and the maps themselves are subject to constant change and the accuracy and completeness cannot be and is not guaranteed.



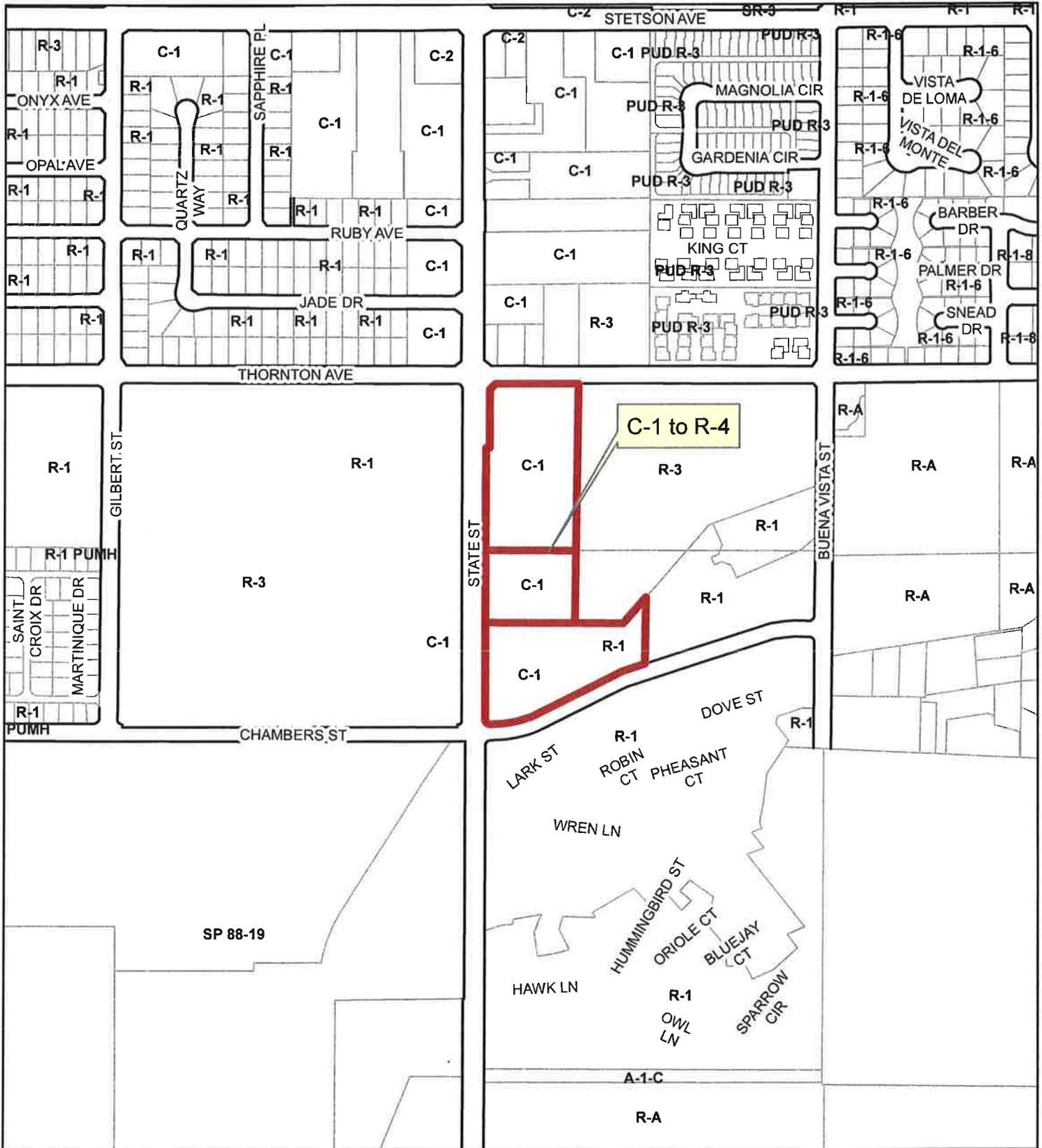
1 inch = 500 feet



# City of Hemet Planning Department

## Proposed Zone Change 13-001

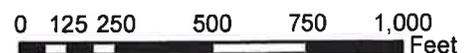
### Site 6



Every reasonable effort has been made to assure the information provided on the GIS maps and data is current, accurate and complete. However, the GIS database and the maps themselves are subject to constant change and the accuracy and completeness cannot be and is not guaranteed.



1 inch = 500 feet





AGENDA # 16

## *Staff Report*

---

To: Honorable Mayor and Members of the City Council

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

Date: August 27, 2013

Subject: **Tract Map No. 31808-2  
Rancho Diamante - Pulte Home Corporation  
Northeast Corner of Mustang Way and Warren Road**

### **RECOMMENDATION**

Staff respectfully recommends that the City Council:

1. Accept Tract Map No. 31808-2 for approval,
2. Authorize the City Manager to execute the Subdivision Improvement Agreement, and accept the corresponding securities,
3. Authorize the City Clerk to process the agreement and map for recordation with the Riverside County Recorder's Office.

### **BACKGROUND**

The property defined by Tract Map 31808-2 is located on the northeast corner of the Rancho Diamante Senior Community, facing Fisher Avenue, and is a subdivision for single family homes. Tract 31808-2 is the last map to be recorded for this project.

On November 22, 2005 the Planning Commission of the City of Hemet approved Tentative Tract 31808-2, and adopted the corresponding Conditions of Approval.

The boundaries of Tract 31808-2 encompass 26.81-acres, and contain eighty (80) residential lots, and eleven (11) lettered lots, A to K. The lettered lots consist of eight (8) for public roads two (2) for drainage, and one (1) for landscaping purposes.

Some applicable conditions have been met, as recommended by the corresponding departments of the City of Hemet, and other will be covered by the securities posted by the applicant.

With the acceptance of the Tract Map and the payment of taxes, the map will be recorded.

City Council's approval is required pursuant to Section 66458 of the Subdivision Map Act.

Developer: Pulte Home Corporation  
27101 Paseo Real, Suite 300  
Mission Viejo, CA 92691

The applicant posted the following securities for roads and drainage improvements:

	<u>Document No.</u>	<u>Amount</u>
Performance Bond	K08230262	\$1,230,500
Labor & Material Bond	K08230262	\$1,230,500
Monumentation Bond/Deposit	K08230250	\$45,400

**ANALYSIS**

The above subject final map has been checked by myself, and is technically correct. I have signed the final map, the conditions of approval to the tentative map have been fulfilled, and securities have been posted with the Engineering Department.

**FISCAL IMPACT**

There are no fiscal impacts to the General Fund.

Respectfully submitted,

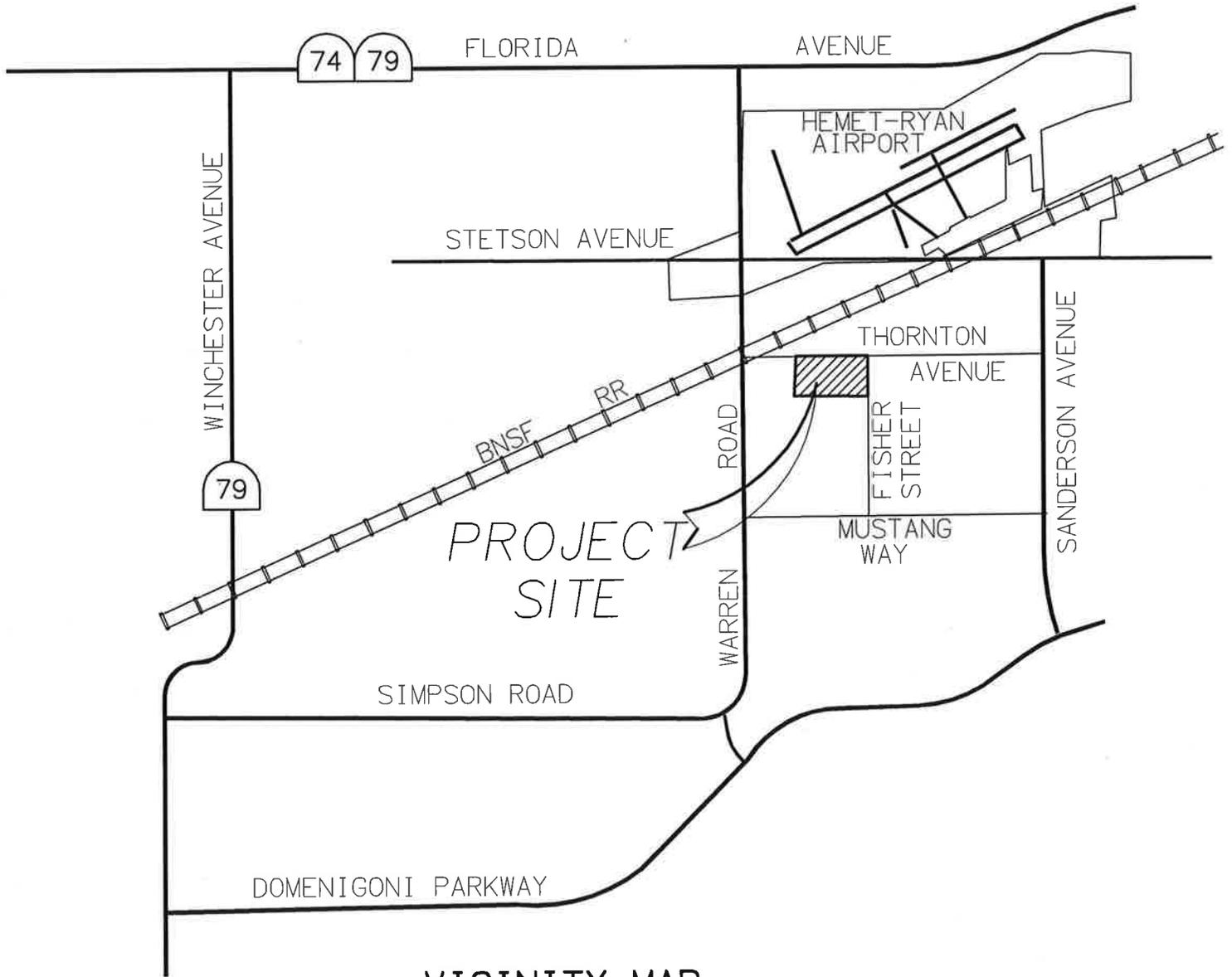


Jorge Biagioni  
Director of Engineering/City Engineer

Fiscal review,

Rita Conrad  
Administrative Services Director

*Encl. Tract Map No. 31808-2  
Subdivision Improvement Agreement*



**VICINITY MAP**  
NOT TO SCALE

# TRACT NO. 31808-2

BEING PORTIONS OF PARCELS 14 AND 15 OF PARCEL MAP NO. 19768 AS SHOWN BY A MAP ON FILE IN BOOK 123, PAGES 44 THROUGH 49, INCLUSIVE, OF PARCEL MAPS, RECORDS OF RIVERSIDE COUNTY, CALIFORNIA, IN SECTION 19, TOWNSHIP 5 SOUTH, RANGE 1 WEST, S.B.B.M.



### RECORDER'S STATEMENT

FILED THIS \_\_\_\_\_ DAY OF \_\_\_\_\_, 2013.  
AT \_\_\_\_\_ M. IN BOOK \_\_\_\_\_ OF MAPS.  
AT PAGES \_\_\_\_\_ AT THE REQUEST OF  
THE CITY CLERK, CITY OF HEMET  
NO. \_\_\_\_\_  
FEE \_\_\_\_\_  
LARRY W. WARD  
ASSESSOR-COUNTY CLERK-RECORDER  
BY: \_\_\_\_\_ DEPUTY  
SUBDIVISION GUARANTEE BY:  
FIRST AMERICAN TITLE INSURANCE COMPANY

### OWNER'S STATEMENT

WE HEREBY STATE THAT WE ARE THE OWNERS OF THE LAND INCLUDED WITHIN THE SUBDIVISION SHOWN HEREON. THAT WE ARE THE ONLY PERSONS WHOSE CONSENT IS NECESSARY TO PASS A CLEAR TITLE TO SAID LAND; THAT WE CONSENT TO THE MAKING AND RECORDING OF THIS SUBDIVISION MAP AS SHOWN WITHIN THE DISTINCTIVE BORDER LINE. WE HEREBY DEDICATE TO PUBLIC USE FOR STREET AND PUBLIC UTILITY PURPOSES LOTS "A" THROUGH "F", INCLUSIVE, AS SHOWN HEREON.

WE ALSO HEREBY DEDICATE TO THE CITY OF HEMET AN EASEMENT OVER LOTS "I", "J" AND "K" FOR LANDSCAPE MAINTENANCE PURPOSES.

WE ALSO HEREBY DEDICATE TO THE CITY OF HEMET AN EASEMENT OVER LOT "H" FOR OPEN SPACE, DETENTION BASIN, SLOPE, IRRIGATION AND LANDSCAPE MAINTENANCE PURPOSES.

WE ALSO HEREBY DEDICATE ABUTTERS RIGHTS OF ACCESS ALONG FISHER STREET TO THE PUBLIC. THE OWNER OF LOT "I" ABUTTING SAID STREET AND DURING SUCH TIME WILL HAVE NO RIGHTS OF ACCESS EXCEPT THE GENERAL EASEMENT OF TRAVEL. ANY CHANGE OF ALIGNMENT OR WIDTH THAT RESULTS IN THE VACATION THEREOF SHALL TERMINATE THIS DEDICATION AS TO THE PART VACATED.

WE ALSO HEREBY RETAIN UNTO OURSELVES, OUR SUCCESSORS, OUR ASSIGNEES AND LOT OWNERS WITHIN THIS TRACT LOT "G" FOR PRIVATE USE AND LOT "H" FOR DETENTION BASIN PURPOSES.

THE REAL PROPERTY DESCRIBED BELOW IS DEDICATED AS AN EASEMENT FOR PUBLIC PURPOSES: TO EASTERN MUNICIPAL WATER DISTRICT ("DISTRICT"), A PUBLIC AGENCY OF THE STATE OF CALIFORNIA, ITS SUCCESSORS AND ASSIGNS, A PERPETUAL EASEMENT AND RIGHT OF WAY TO CONSTRUCT, MAINTAIN, ENLARGE, RECONSTRUCT, REMOVE AND REPLACE, OPERATE, INSPECT, REPAIR, IMPROVE AND RELOCATE SEWER FACILITIES, ALL AS SHOWN ON THIS MAP WITHIN THE SUBDIVISION AND DESIGNATED "SEWER EASEMENT" HEREON TOGETHER WITH THE RIGHT OF ACCESS TO AND FROM SAID EASEMENT FOR THE PURPOSE OF EXERCISING THE RIGHTS GRANTED IN SAID EASEMENT. OWNER RETAINS THE RIGHT TO USE THE EASEMENT AREA PROVIDED THAT OWNER SHALL NOT CONSTRUCT OR ERECT BUILDINGS, MASONRY WALLS, MASONRY FENCES AND OTHER STRUCTURES OR IMPROVEMENTS, OR PLANT OR GROW TREES OR SHRUBS, OR CHANGE THE SURFACE GRADE OR INSTALL PRIVATELY-OWNED PIPELINES WITHOUT THE PRIOR WRITTEN CONSENT OF DISTRICT.

### OWNER

FULTE HOME CORPORATION, A MICHIGAN CORPORATION

BY: [Signature]  
PRINT NAME: SOHAIL BOKHARI  
TITLE: DIRECTOR OF LAND

### NOTARY ACKNOWLEDGEMENT

STATE OF CALIFORNIA  
COUNTY OF ORANGE

ON THIS 18<sup>th</sup> DAY OF June, 2013 BEFORE ME Holly Sandler  
A NOTARY PUBLIC, PERSONALLY APPEARED SOHAIL BOKHARI  
WHO PROVED TO ME ON THE BASIS OF SATISFACTORY EVIDENCE TO BE THE  
PERSON WHOSE NAME IS SUBSCRIBED TO THE WITHIN INSTRUMENT AND  
ACKNOWLEDGED TO ME THAT HE/SHE EXECUTED THE SAME IN HIS/HER  
AUTHORIZED CAPACITY AND THAT BY HIS/HER SIGNATURES ON THE INSTRUMENT  
THE PERSON, OR THE ENTITY/IES UPON BEHALF OF WHICH THE PERSON ACTED,  
EXECUTED THE INSTRUMENT.

I HEREBY CERTIFY UNDER PENALTY OF PERJURY UNDER THE LAWS OF THE STATE OF CALIFORNIA THAT THE FOREGOING PARAGRAPH IS TRUE AND CORRECT.

MY COMMISSION EXPIRES 7/1/16 WITNESS MY HAND:

MY PRINCIPAL PLACE OF BUSINESS  
IS IN Orange COUNTY.

[Signature]  
NOTARY PUBLIC IN AND FOR SAID STATE

### SURVEYOR'S STATEMENT

I HEREBY STATE EACH OF THE FOLLOWING: I AM A LICENSED LAND SURVEYOR OF THE STATE OF CALIFORNIA AND THIS MAP, CONSISTING OF SEVEN (7) SHEETS, WAS PREPARED BY ME OR UNDER MY DIRECTION AND IS BASED ON A FIELD SURVEY IN CONFORMANCE WITH THE REQUIREMENTS OF THE SUBDIVISION MAP ACT AND LOCAL ORDINANCE AT THE REQUEST OF FULTE HOME CORPORATION IN JUNE, 2004. THIS SURVEY IS TRUE AND COMPLETE AS SHOWN, AND ALL MONUMENTS SHOWN HEREON ARE OF THE CHARACTER AND OCCUPY THE POSITIONS INDICATED, OR THEY WILL BE SET IN THOSE POSITIONS IN ACCORDANCE WITH THE TERMS OF THE MONUMENT AGREEMENT FOR THE MAP. THE MONUMENTS ARE, OR WILL BE, SUFFICIENT TO ENABLE THE SURVEY TO BE RETRACED; AND THIS FINAL MAP SUBSTANTIALLY CONFORMS TO THE CONDITIONALLY APPROVED TENTATIVE MAP.

DATED: JUNE 17, 2013

[Signature]  
JOHN R. DUQUETTE, P.S. 7566  
EXPIRES 12-31-13



### CITY ENGINEER'S STATEMENT

I, JORGE L. BIAGIONI, HEREBY STATE THAT I HAVE EXAMINED THE WITHIN ANNEXED MAP, THAT THE SUBDIVISION SHOWN HEREON IS SUBSTANTIALLY THE SAME AS IT APPEARED ON THE TENTATIVE MAP; THAT ALL APPLICABLE PROVISIONS OF THE SUBDIVISION MAP ACT AND OF THE HEMET CITY ORDINANCE 312, AS AMENDED, HAVE BEEN COMPLIED WITH AND I AM SATISFIED THIS MAP IS TECHNICALLY CORRECT AS SHOWN.

DATED: \_\_\_\_\_, 2013

JORGE L. BIAGIONI, PRINCIPAL ENGINEER  
R.C.E. 33751, EXPIRES 6-30-14

### SIGNATURE OMISSIONS NOTE

PURSUANT TO SECTION 66436 OF THE SUBDIVISION MAP ACT, THE SIGNATURES OF THE FOLLOWING OWNERS OF EASEMENTS AND/OR OTHER INTERESTS HAVE BEEN OMITTED:

THE CITY OF HEMET, HOLDER OF AN EASEMENT FOR AVIGATION PURPOSES, RECORDED JULY 8, 1984 AS INSTRUMENT NO. 145980, OF OFFICIAL RECORDS OF RIVERSIDE COUNTY.

INLAND VALLEY CABLEVISION, HOLDER OF AN EASEMENT FOR CABLE TELEVISION PURPOSES RECORDED 2/15/89 AS TRACT NO. 47053 OF OFFICIAL RECORDS OF RIVERSIDE COUNTY.

THE CITY OF HEMET, HOLDER OF AN EASEMENT FOR DRAINAGE PURPOSES RECORDED 1/28/91 AS INSTRUMENT NO. 28965 OF OFFICIAL RECORDS OF RIVERSIDE COUNTY.

SOUTHERN CALIFORNIA EDISON COMPANY, HOLDER OF AN EASEMENT FOR POLE LINES, CONDUITS OR UNDERGROUND FACILITIES AND INCIDENTAL PURPOSES, RECORDED JUNE 25, 1969 AS INSTRUMENT NO. 63844 OF OFFICIAL RECORDS OF RIVERSIDE COUNTY.

EASTERN MUNICIPAL WATER DISTRICT, HOLDER OF AN EASEMENT FOR WATERLINE PURPOSES RECORDED OCTOBER 10, 2012 AS DOCUMENT NO. 2012-0482923 OF OFFICIAL RECORDS OF RIVERSIDE COUNTY.

### SOILS REPORT

A PRELIMINARY SOILS REPORT HAS BEEN PREPARED BY GEOSOILS, INC. IN DECEMBER OF 2004, AS REQUIRED BY THE HEALTH AND SAFETY CODE CALIFORNIA, SECTION 17953.

### TAX COLLECTOR'S CERTIFICATE

I HEREBY CERTIFY THAT ACCORDING TO THE RECORDS OF THIS OFFICE, AS OF THIS DATE, THERE ARE NO LIENS AGAINST THE PROPERTY SHOWN ON THE WITHIN MAP FOR UNPAID STATE, COUNTY, MUNICIPAL OR LOCAL TAXES OR SPECIAL ASSESSMENTS COLLECTED AS TAXES, EXCEPT TAXES OR SPECIAL ASSESSMENTS COLLECTED AS TAXES, NOW A LIEN BUT NOT YET PAYABLE, WHICH ARE ESTIMATED TO BE \$ \_\_\_\_\_.

DATED: \_\_\_\_\_, 2013.

DON KENT, COUNTY TAX COLLECTOR

BY: \_\_\_\_\_ DEPUTY

### TAX BOND CERTIFICATE

I HEREBY CERTIFY THAT A BOND IN THE SUM OF \$ \_\_\_\_\_ HAS BEEN EXECUTED AND FILED WITH THE BOARD OF SUPERVISORS OF THE COUNTY OF RIVERSIDE, CALIFORNIA, CONDITIONED UPON THE PAYMENT OF ALL TAXES, STATE, COUNTY, MUNICIPAL, OR LOCAL, AND ALL SPECIAL ASSESSMENTS COLLECTED AS TAXES, WHICH AT THE TIME OF THE FILING OF THIS MAP WITH THE COUNTY RECORDER ARE A LIEN AGAINST SAID PROPERTY BUT NOT YET PAYABLE AND SAID BOND HAS BEEN DULY APPROVED BY SAID BOARD OF SUPERVISORS.

DATED: \_\_\_\_\_, 2013.

CASH TAX BOND  
DON KENT  
COUNTY TAX COLLECTOR

KECIA HARPER-IHEM  
CLERK OF THE BOARD OF SUPERVISORS

BY: \_\_\_\_\_ DEPUTY

BY: \_\_\_\_\_ DEPUTY

### CITY ACCEPTANCE STATEMENT

THE CITY OF HEMET, COUNTY OF RIVERSIDE, STATE OF CALIFORNIA, BY AND THROUGH ITS DULY AUTHORIZED OFFICERS, HEREBY APPROVES SAID FINAL MAP AND ACCEPTS THE OFFERS OF DEDICATION FOR STREET AND PUBLIC UTILITY PURPOSES, CONTINGENT UPON THE COMPLETION OF STREET IMPROVEMENTS.

WE ALSO HEREBY ACCEPT AN EASEMENT OVER LOTS "I", "J", AND "K" FOR LANDSCAPE MAINTENANCE PURPOSES AS DEDICATED HEREON.

WE ALSO HEREBY ACCEPT AN EASEMENT OVER OVER LOT "H" FOR OPEN SPACE, DETENTION BASIN, SLOPE, IRRIGATION AND LANDSCAPE MAINTENANCE PURPOSES AS DEDICATED HEREON.

DATED: \_\_\_\_\_, 2013.

CITY OF HEMET, CALIFORNIA

BY: \_\_\_\_\_ MAYOR OF THE CITY OF HEMET

ATTEST BY: \_\_\_\_\_ ACTING CITY CLERK, CITY OF HEMET

### EASTERN MUNICIPAL WATER DISTRICT'S ACCEPTANCE STATEMENT

I HEREBY STATE THAT THE EASEMENTS DEDICATED ON THIS MAP TO THE EASTERN MUNICIPAL WATER DISTRICT ARE HEREBY ACCEPTED AND THE DISTRICT CONSENTS TO THE RECORDATION THEREOF BY ITS DULY AUTHORIZED OFFICER.

DATED: 6/24, 2013.

[Signature]  
ROSEMARIE V. HOWARD  
SECRETARY OF THE EASTERN MUNICIPAL WATER DISTRICT  
AND THE BOARD OF DIRECTORS THEREOF

01/10/13 3:58 PM







IN THE CITY OF HEMET, COUNTY OF RIVERSIDE, STATE OF CALIFORNIA.

# TRACT NO. 31808-2

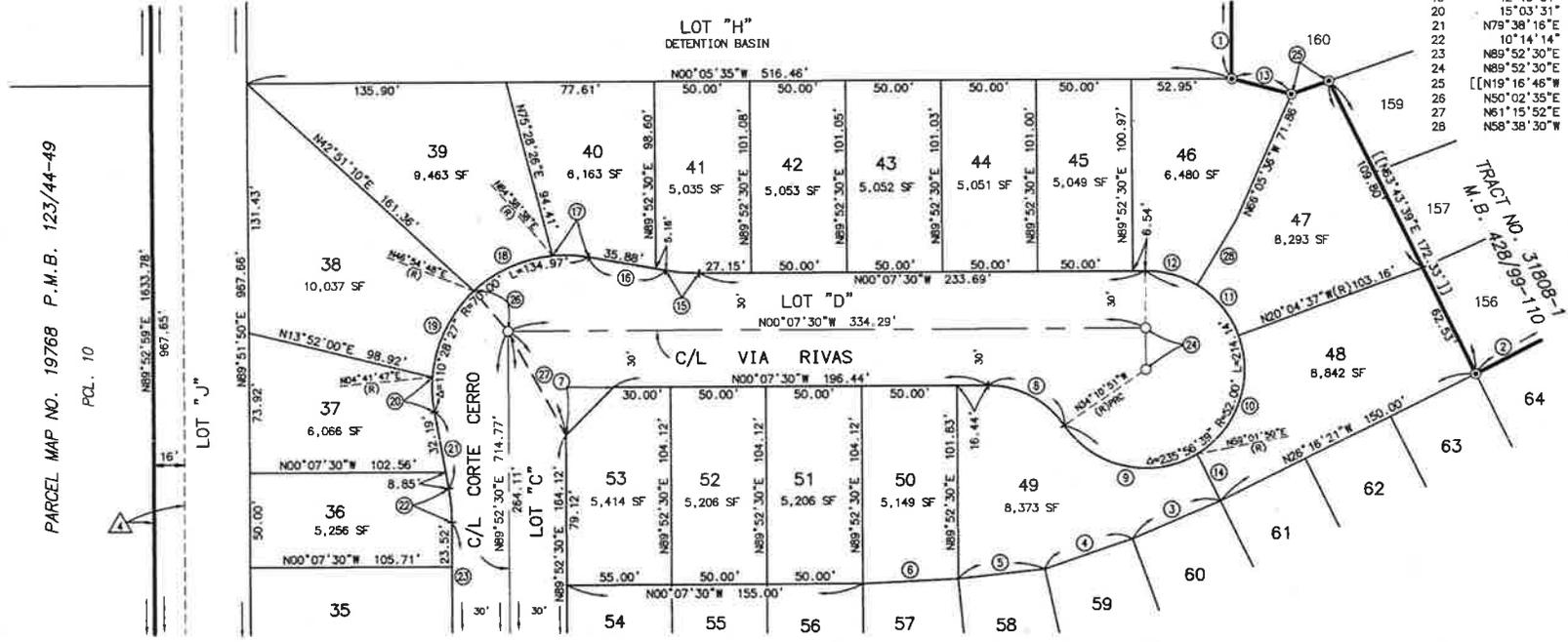
BEING PORTIONS OF PARCELS 14 AND 15 OF PARCEL MAP NO. 19768 AS SHOWN BY A MAP ON FILE IN BOOK 123, PAGES 44 THROUGH 49, INCLUSIVE, OF PARCEL MAPS, RECORDS OF RIVERSIDE COUNTY, CALIFORNIA, IN SECTION 19, TOWNSHIP 5 SOUTH, RANGE 1 WEST, S.B.B.M.



SHEET 4 OF 7 SHEETS

DATA TABLE

(NO)	BEARING/Delta	RADIUS	LENGTH
1	[[N89°54'25"E	---	659.81']]
2	[[N27°07'42"W	---	106.54']]
3	N23°09'05"W	---	50.45'
4	N19°09'18"W	---	48.73'
5	N06°17'57"W	---	45.81'
6	N02°44'28"W	---	50.05'
7	N45°07'30"W	---	35.36'
8	S5°56'39"	48.00'	46.87'
9	86°47'19"	52.00'	78.77'
10	79°06'27"	52.00'	71.80'
11	38°33'53"	52.00'	35.00'
12	31°29'00"	52.00'	28.57'
13	[[N14°46'21"E	---	32.32']]
14	N63°43'39"E	---	27.45'
15	10°14'14"	100.00'	17.87'
16	N10°06'44"E	---	41.04'
17	15°28'06"	70.00'	18.90'
18	37°43'50"	70.00'	46.09'
19	42°13'01"	70.00'	51.58'
20	15°03'31"	70.00'	18.40'
21	N79°38'16"E	---	41.04'
22	10°14'14"	100.00'	17.87'
23	N89°52'30"E	---	118.52'
24	N89°52'30"E	---	22.00'
25	[[N19°16'46"W	---	20.98']]
26	N50°02'35"E	---	27.64'
27	N51°15'52"E	---	62.65'
28	N58°38'30"W	(R)	40.64'



PARCEL MAP NO. 19768 P.M.B. 123/44-49

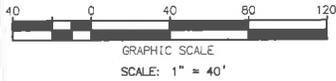
PCL. 10

LOT "J"

SEE SHEET 5

SEE SHEET 2 FOR BOUNDARY CONTROL MAP, SURVEYOR'S NOTES, MONUMENTS NOTES AND BASIS OF BEARINGS NOTE.  
SEE SHEET 3 FOR TRACT BOUNDARY AND SHEET INDEX MAP, EASEMENT NOTES AND VICINITY MAP.

L:\PROJECTS\2008\31808-2\31808-2.DWG 11/10/08 11:00 AM



IN THE CITY OF HEMET, COUNTY OF RIVERSIDE, STATE OF CALIFORNIA.

SHEET 5 OF 7 SHEETS

# TRACT NO. 31808-2

BEING PORTIONS OF PARCELS 14 AND 15 OF PARCEL MAP NO. 19768 AS SHOWN BY A MAP ON FILE IN BOOK 123, PAGES 44 THROUGH 49, INCLUSIVE, OF PARCEL MAPS, RECORDS OF RIVERSIDE COUNTY, CALIFORNIA, IN SECTION 19, TOWNSHIP 5 SOUTH, RANGE 1 WEST, S.B.B.M.

SEE SHEET 2 FOR BOUNDARY CONTROL MAP, SURVEYOR'S NOTES, MONUMENTS NOTES AND BASIS OF BEARINGS NOTE.

SEE SHEET 3 FOR TRACT BOUNDARY AND SHEET INDEX MAP, EASEMENT NOTES AND VICINITY MAP.

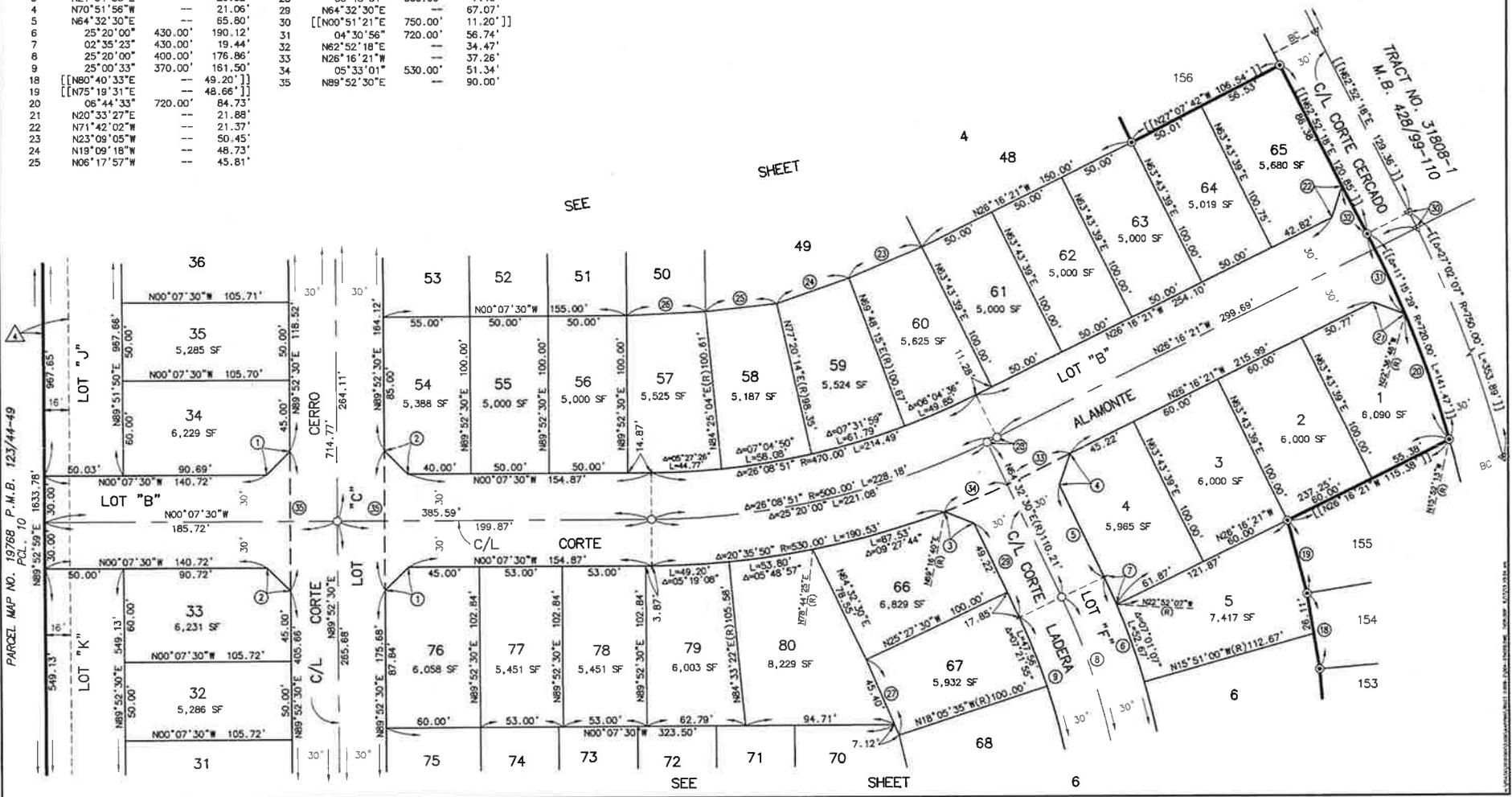


DATA TABLE

(NO)	BEARING/DELTA	RADIUS	LENGTH
1	N45°07'30"W	--	21.21'
2	N44°52'30"E	--	21.21'
3	N21°54'35"E	--	20.32'
4	N70°51'58"W	--	21.06'
5	N64°32'30"E	--	65.80'
6	25°20'00"	430.00'	190.12'
7	02°35'23"	430.00'	19.44'
8	25°20'00"	400.00'	176.86'
9	25°00'33"	370.00'	161.50'
18	[[N80°40'33"E	--	49.20']]
19	[[N75°19'31"E	--	48.66']]
20	06°44'33"	720.00'	84.73'
21	N20°33'27"E	--	21.88'
22	N71°42'02"W	--	21.37'
23	N23°09'05"W	--	50.45'
24	N19°09'18"W	--	48.73'
25	N06°17'57"W	--	45.81'

DATA TABLE CONTINUED

(NO)	BEARING/DELTA	RADIUS	LENGTH
26	N02°44'28"W	--	50.05'
27	N66°58'22"E	--	52.52'
28	00°48'51"	500.00'	7.10'
29	N64°32'30"E	--	67.07'
30	[[N00°51'21"E	750.00'	11.20']]
31	04°30'56"	720.00'	56.74'
32	N62°52'18"E	--	34.47'
33	N26°16'21"W	--	37.26'
34	05°33'01"	530.00'	51.34'
35	N89°52'30"E	--	90.00'



PARCEL MAP NO. 19768 P.M.B. 123/44-49 P.C.L. 10

SHEET

SEE

C/L CORTE

ALAMONTE

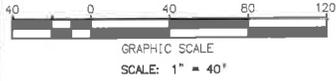
LADERA

SEE

SHEET

6





IN THE CITY OF HEMET, COUNTY OF RIVERSIDE, STATE OF CALIFORNIA.

SHEET 7 OF 7 SHEETS

# TRACT NO. 31808-2

BEING PORTIONS OF PARCELS 14 AND 15 OF PARCEL MAP NO. 19768 AS SHOWN BY A MAP ON FILE IN BOOK 123, PAGES 44 THROUGH 49, INCLUSIVE, OF PARCEL MAPS, RECORDS OF RIVERSIDE COUNTY, CALIFORNIA, IN SECTION 19, TOWNSHIP 5 SOUTH, RANGE 1 WEST, S.B.B.M.

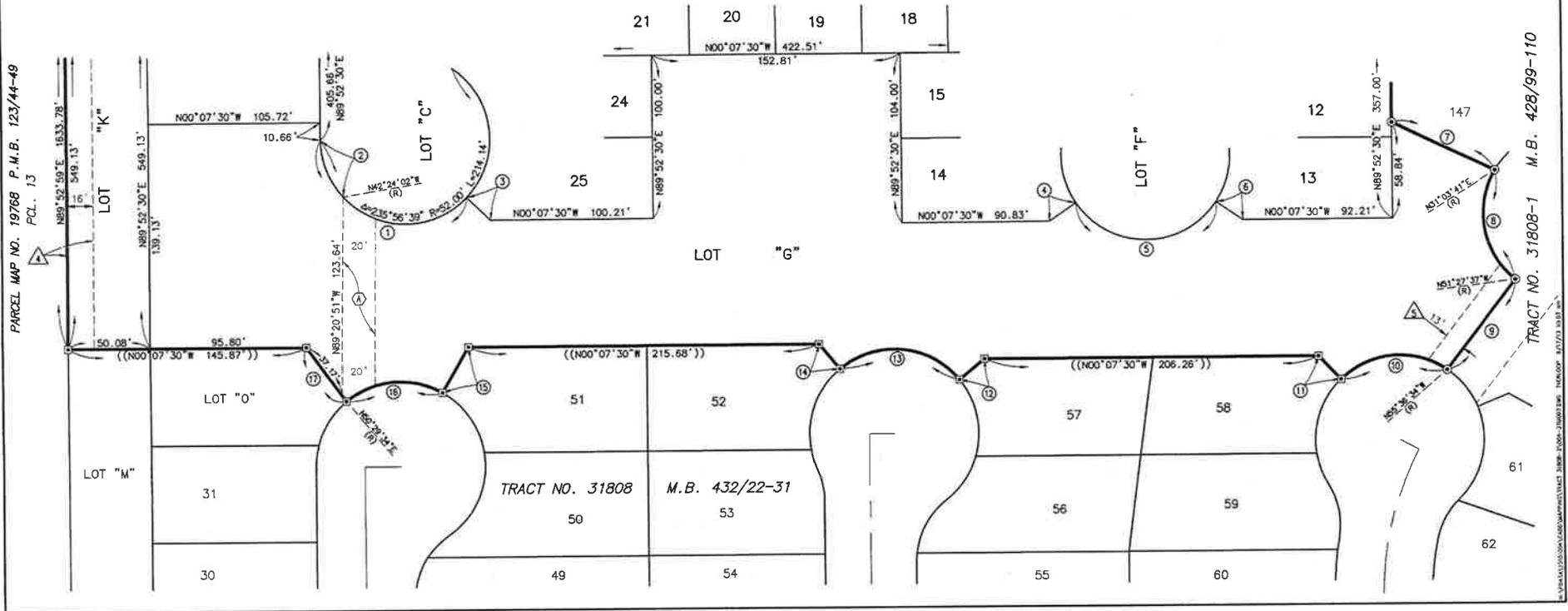


SEE SHEET 2 FOR BOUNDARY CONTROL MAP, SURVEYOR'S NOTES, MONUMENTS NOTES AND BASIS OF BEARINGS NOTE.

SEE SHEET 3 FOR TRACT BOUNDARY AND SHEET INDEX MAP, EASEMENT NOTES AND VICINITY MAP.

DATA TABLE			
NO	BEARING/DELTA	RADIUS	LENGTH
1	135°59'43"	52.00'	123.43'
2	42°16'32"	52.00'	38.37'
3	N43°52'47"E	(R)	20.00'
4	N33°58'59"W	(R)	20.00'
5	112°17'02"	52.00'	101.91'
6	N33°43'59"E	(R)	20.00'
7	[[N25°07'38"E	--	70.24' ]]
8	[[E2°31'18"	52.00'	74.89' ]]
9	[[S2°35'35"W	--	70.07' ]]
10	((78°16'38"	52.00'	71.04' ))
11	((N46°06'48"E	(R)	20.00' ))
12	((N39°20'53"W	(R)	20.00' ))
13	((90°18'45"	52.00'	81.97' ))
14	((N50°20'22"E	(R)	20.00' ))
15	((N60°07'30"W	(R)	32.38' ))
16	((69°22'56"	52.00'	82.97' ))
17	((N54°01'16"E	--	41.33' ))

SEE SHEET 6



PARCEL MAP NO. 19768 P.M.B. 123/44-49  
PCL. 13

TRACT NO. 31808-1 M.B. 428/99-110

VERA LAYTON LAND MANAGEMENT, INC. 3000 210th St. TRN COP. 97177-0319

**RECORDED AT THE REQUEST OF  
AND WHEN RECORDED RETURN TO:**

(Document exempt from recording fees  
pursuant to Cal. Gov. Code § 27383)

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

**THIS SPACE FOR RECORDER'S USE ONLY**

**SUBDIVISION IMPROVEMENT AGREEMENT**

**FINAL TRACT MAP 31808-2**

**By and Between**

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

**and**

**PULTE HOME CORPORATION  
a Michigan corporation**

**Dated: \_\_\_\_\_**

## SUBDIVISION IMPROVEMENT AGREEMENT

### FINAL TRACT MAP 31808-2

This Subdivision Improvement Agreement (“Agreement”) is entered into as of this \_\_\_\_\_ day of \_\_\_\_\_, 2013, by and between the City of Hemet, a municipal corporation (“City”) and Pulte Home Corporation. (“Developer”), a Michigan corporation. City and Developer are sometimes hereinafter individually referred to as “Party” and hereinafter collectively referred to as the “Parties.”

#### RECITALS

A. Developer has submitted to City an application for approval of a final tract map for real property located within City, a legal description of which is attached hereto as Exhibit “A”. The tract map is identified in City records as Tract Map No. 31808-2. On November 22, 2005, the City conditionally approved Tract No. 31808.

B. Developer has not completed all of the work or made all of the Public Improvements required by the Subdivision Map Act (Government Code sections 66410 *et seq.*), (“Map Act”) the City Ordinances, the conditions of approval for Tract No. 31808-2, or other ordinances, resolutions, or policies of City requiring construction of improvements in conjunction with the subdivision of land.

C. Pursuant to City Ordinances and the applicable provisions of the Map Act, Developer and City enter into this Agreement for the timely construction and completion of the Public Improvements and the furnishing of the security therefor, acceptable to the City Engineer and City Attorney, for Tract No. 31808-2.

D. City has authority to enter into this Subdivision Improvement Agreement pursuant to Government Code Sections 66499 – 66499.10.

E. Pursuant to Government Code Section 66499, Developer’s execution of this Agreement and the provision of the security are made in consideration of City’s approval of the final map for Tract No. 31808-2.

#### DEFINED TERMS

“*Developer*” shall mean PULTE HOME, CORPORATION, a Michigan corporation. The term “Developer” shall also include all assignees, to the extent permitted under this Agreement, of the rights and obligations of Developer under this Agreement, and any successor-in-interest to Developer having a legal and/or equitable interest in the Property.

“*Estimated Costs*” shall mean the City Engineer’s approximation of the actual cost to construct the Public Improvements, including the replacement cost for all landscaping.

**“Litigation Expenses”** shall mean all costs and expenses, to the extent reasonable in amount, actually and necessarily incurred by a party in good faith in the prosecution of an action or proceeding, including, but not limited to, court costs, filing, recording, and service fees, copying costs, exhibit production costs, special media rental costs, attorneys’ fees, fees for investigators, witness fees (both lay and expert), travel expenses, deposition and transcript costs and any other cost or expense, the award of which a court of competent jurisdiction may determine to be just and reasonable.

**“Map Act”** shall mean the Subdivision Map Act, Government Code Sections 66410 et seq.

**“Property”** shall mean the all of the real property contained within the boundaries of Tract Map No. 31808-2 located in the City of Hemet, California, as is more particularly described in the legal description and tract diagram attached hereto and incorporated hereby by reference at Attachment “A”.

**“Public Improvements”** shall include, but not be limited to, all grading, roads, streets, paving, curbs and gutters, sidewalks, paseos, pathways, trails, sanitary sewers, utilities, storm drains, detention and retention basins and other drainage facilities, traffic controls, landscaping, street lights and all other facilities required to be constructed and dedicated to the City or other public entity as conditions of approval of Tentative Tract Map No. 31808-2 and as shown in detail on the plans, and specifications which have been approved by the City and incorporated into Tract Map No. 31808-2. The Parties agree that the Public Improvements to be completed by Developer are more specifically described in the diagram or plan attached hereto and incorporated herein by reference as Attachment “B”. Notwithstanding, Attachment “B”, Developer shall remain obligated to construct and complete all of the Public Improvements required as conditions of approval for Tentative Tract Map 31808-2.

**“Required Insurance”** shall mean the insurance required to be maintained by Developer under Section 17.

**“Security”** shall mean surety bonds in the amounts and under the terms of Section 12 or other security approved by City Engineer or City Attorney.

**“Tract No 31808-2.”** shall mean the final map prepared and approved by the City for tentative tract map no. 31808-2.

**“Warranty”** shall mean the one year period following completion of the Public Improvements by Developer and the acceptance of the Public Improvements by the City in which Developer warrants and guarantees all Public Improvements.

## **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:

1. **EFFECTIVENESS.** This Agreement shall not be effective unless and until all four (4) of the following conditions are satisfied in the order provided:

1.1 **Security.** Developer provides City with the Security of the type and in the amounts required by this Agreement;

1.2 **Final Map and Agreement Approval.** The City Council of the City (“City Council”) approves the final map for Tract No. 31808-2 and this Agreement;

1.3 **Record Agreement.** Developer and City execute the Agreement and City records this Agreement in the Recorder’s Office of the County of Riverside; and

1.4 **Record Final Map.** Developer records the final map for Tract No. 31808-2 in the Recorder’s Office of the County of Riverside.

If the above described conditions are not satisfied in the order, manner and within the time provided under this Agreement, this Agreement shall automatically terminate without need of further action by either City or Developer.

2. **PUBLIC IMPROVEMENTS.** Developer shall construct or have constructed at its own cost, expense, and liability the Public Improvements, as defined herein, within the time and in the manner required under this Agreement. Construction of the Public Improvements shall include any transitions and/or other incidental work deemed necessary for drainage or public safety. The Developer shall be responsible for the replacement, relocation, or removal of any component of any irrigation water or sewer system in conflict with the construction or installation of the Public Improvements. Such replacement, relocation, or removal shall be performed to the complete satisfaction of the City Engineer and the owner of such water or sewer system. Developer further promises and agrees to provide all equipment, tools, materials, labor, tests, design work, and engineering services necessary or required by City to fully and adequately complete the Public Improvements.

2.1 **Prior Partial Construction of Public Improvements.** Where construction of any Public Improvements has been partially completed prior to this Agreement, Developer agrees to complete such Public Improvements or assure their completion in accordance with this Agreement.

2.2 **Permits; Notices; Utility Statements.** Prior to commencing any work, Developer shall, at its sole cost, expense, and liability, obtain all necessary permits and approvals and give all necessary and incidental notices required for the lawful construction of the Public Improvements and performance of Developer’s obligations under this Agreement. Developer shall conduct the work in full compliance with the regulations, rules, and other requirements contained in any permit or approval issued to Developer. Prior to commencing any work, Developer shall file a written statement with the City Clerk and the City Engineer, signed by Developer and each utility which will provide utility service to the Property, attesting that Developer has made all deposits legally required by the utility for the extension and provision of utility service to the Property.

2.3 **Pre-approval of Plans and Specifications.** Developer is prohibited from commencing work on any Public Improvement until all plans and specifications for such Public Improvement have been submitted to and approved by the City Engineer, or his or her designee. Approval by the City Engineer shall not relieve Developer from ensuring that all Public Improvements conform with all other requirements and standards set forth in this Agreement.

2.4 **Quality of Work; Compliance With Laws and Codes.** The construction plans and specifications for the Public Improvements shall be prepared in accordance with all applicable federal, state and local laws, ordinances, regulations, codes, standards, and other requirements. The Public Improvements shall be completed in accordance with all approved maps, plans, specifications, standard drawings, and special amendments thereto on file with City, as well as all applicable federal, state, and local laws, ordinances, regulations, codes, standards, and other requirements applicable at the time work is actually commenced.

2.5 **Standard of Performance.** Developer and its contractors, if any, shall perform all work required to construct the Public Improvements under this Agreement in a skillful and workmanlike manner, and consistent with the standards generally recognized as being employed by professionals in the same discipline in the State of California. Developer represents and maintains that it or its contractors shall be skilled in the professional calling necessary to perform the work. Developer warrants that all of its employees and contractors shall have sufficient skill and experience to perform the work assigned to them, and that they shall have all licenses, permits, qualifications and approvals of whatever nature that are legally required to perform the work, and that such licenses, permits, qualifications and approvals shall be maintained throughout the term of this Agreement.

2.6 **Alterations to Improvements.** All work shall be done and improvements made and completed as shown on approved plans and specifications, and any subsequent alterations thereto. If during the course of construction and installation of the Public Improvements it is determined that the public interest requires alterations in the Public Improvements, Developer shall undertake such design and construction changes as may be reasonably required by City. Any and all alterations in the plans and specifications and the Public Improvements to be completed may be accomplished without giving prior notice thereof to Developer's surety for this Agreement.

2.7 **Other Obligations Referenced in Conditions of Tentative Map Approval.** In addition to the foregoing, Developer shall satisfy all of the conditions of approval on the tentative map for the Property. The conditions of approval which have not been satisfied prior to the date of this Agreement are identified on Exhibit "D" hereto.

3. **MAINTENANCE OF PUBLIC IMPROVEMENTS AND LANDSCAPING.** City shall not be responsible or liable for the maintenance or care of the Public Improvements until City formally approves and accepts them in accordance with its policies and procedures. City shall exercise no control over the Public Improvements until approved and accepted. Any use by any person of the Public Improvements, or any portion thereof, shall be at the sole and exclusive risk of the Developer at all times prior to City's acceptance of the Public Improvements. Developer shall maintain all the Public Improvements in a state of good repair until they are completed by Developer and approved and accepted by City, and until the security for the performance of this Agreement is released. Maintenance shall include, but shall not be limited to, repair of pavement, curbs, gutters, sidewalks, signals, parkways, water mains, and sewers; maintaining all landscaping in a vigorous and thriving condition reasonably acceptable to City; removal of debris from sewers and storm drains; and sweeping, repairing, and maintaining in good and safe condition all streets and street improvements. It shall be Developer's responsibility to initiate all maintenance work, but if it shall fail to do so, it shall promptly perform such maintenance work when notified to do so by City. If Developer fails to properly

prosecute its maintenance obligation under this section, City may do all work necessary for such maintenance and the cost thereof shall be the responsibility of Developer and its surety under this Agreement. City shall not be responsible or liable for any damages or injury of any nature in any way related to or caused by the Public Improvements or their condition prior to acceptance.

4. **CONSTRUCTION SCHEDULE.** Unless extended pursuant to this Section 4.1 of this Agreement, Developer shall fully and adequately complete or have completed the Public Improvements within two year (24 months) following approval of the final map for Tract No. 31808-2.

4.1 **Extensions.** City may, in its sole and absolute discretion, provide Developer with additional time within which to complete the Public Improvements. It is understood that by providing the Security required under Section 12.0 et seq. of this Agreement, Developer and its surety consent in advance to any extension of time as may be given by City to Developer, and waives any and all right to notice of such extension(s). Developer's acceptance of an extension of time granted by City shall constitute a waiver by Developer and its surety of all defense of laches, estoppel, statutes of limitations, and other limitations of action in any action or proceeding filed by City following the date on which the Public Improvements were to have been completed hereunder. In addition, as consideration for granting such extension to Developer, City reserves the right to review the provisions of this Agreement, including, but not limited to, the construction standards, the cost estimates established by City, and the sufficiency of the improvement security provided by Developer, and to require adjustments thereto when warranted according to City's reasonable discretion.

4.2 **Accrual of Limitations Period.** Any limitations period provided by law related to breach of this Agreement or the terms thereof shall not accrue until Developer has provided the City Engineer with written notice of Developer's intent to abandon or otherwise not complete required or agreed upon Public Improvements.

5. **GRADING.** Developer agrees that any and all grading done or to be done in conjunction with construction of the Public Improvements or development of Tract No. 31808-2 shall conform to all federal, state, and local laws, ordinances, regulations, and other requirements, including City's grading regulations. All grading, landscaping, and construction activities shall be performed in a manner to control erosion and prevent flooding problems. The City Engineer shall have the authority to require erosion plans to prescribe reasonable controls on the method, manner, and time of grading, landscaping, and construction activities to prevent nuisances to surrounding properties. Plans shall include without limitation temporary drainage and erosion control requirements, dust control procedures, restrictions on truck and other construction traffic routes, noise abatement procedures, storage of materials and equipment, removal of garbage, trash, and refuse, securing the job site to prevent injury, and similar matters. In order to prevent damage to the Public Improvements by improper drainage or other hazards, the grading shall be completed in accordance with the time schedule for completion of the Public Improvements established by this Agreement, and prior to City's approval and acceptance of the Public Improvements and release of the Security as set forth in Section 12.0 et seq. of this Agreement.

6. **UTILITIES.** Developer shall provide utility services, including water, sewer, power, gas, and telephone service to serve each parcel, lot, or unit of land within Tract No.

31808-2 in accordance with all applicable federal, state, and local laws, rules, and regulations, including, but not limited to, the regulations, schedules and fees of the utilities or agencies providing such services. Except for commercial or industrial properties, Developer shall also provide cable television facilities to serve each parcel, lot, or unit of land in accordance with all applicable federal, state, and local laws, rules, and regulations, including, but not limited to, the requirements of the cable company possessing a valid franchise with City to provide such service within City's jurisdictional limits. All utilities shall be installed underground.

7. **FEES AND CHARGES.** Developer shall, at its sole cost, expense, and liability, pay all fees, charges, and taxes arising out of construction of the Public Improvements, including, but not limited to, all plan check, design review, engineering, inspection, and other service fees, and any impact or connection fees established by City ordinance, resolution, regulation, or policy, or as established by City relative to Tract No. 31808-2, or as required by other governmental agencies having jurisdiction over Tract No. 31808-2.

8. **CITY INSPECTION OF PUBLIC IMPROVEMENTS.** Developer shall, at its sole cost, expense, and liability, and at all times during construction of the Public Improvements, maintain reasonable and safe facilities and provide safe access for inspection by City of the Public Improvements and areas where construction of the Public Improvements is occurring or will occur. If the City inspector requests it, the Developer at any time before acceptance of the Public Improvements shall remove or uncover such portions of the finished work as may be directed which have not previously been inspected. After examination, the Developer shall restore said portions of the work to the standards required hereunder. Inspection or supervision by the City shall not be considered as direct control of the individual workmen on the job site. City's inspector shall have the authority to stop any and all work not in accordance with the requirements contained or referenced in this Agreement. The inspection of the work by City shall not relieve Developer or the contractor of any obligations to fulfill this Agreement as herein provided, and unsuitable materials or work may be rejected notwithstanding that such materials or work may have been previously overlooked or accepted.

9. **ADMINISTRATIVE COSTS.** If Developer fails to construct and install all or any part of the Public Improvements within the time required by this Agreement, or if Developer fails to comply with any other obligation contained herein, Developer and its surety shall be jointly and severally liable to City for all administrative expenses, fees, and costs, including reasonable attorney's fees and costs, incurred in obtaining compliance with this Agreement or in processing any legal action or for any other remedies permitted by law.

10. **ACCEPTANCE OF IMPROVEMENTS; AS-BUILT OR RECORD DRAWINGS.** The City Council may, in its sole and absolute discretion, accept fully completed portions of the Public Improvements prior to such time as all of the Public Improvements are complete, which shall not release or modify Developer's obligation to complete the remainder of the Public Improvements within the time required by this Agreement.

10.1 **Developer's Notice of Completion.** Upon the total or partial acceptance of the Public Improvements by City, Developer shall file with the Recorder's Office of the County of Riverside a notice of completion for the accepted Public Improvements in accordance with California Civil Code section 3093, at which time the accepted Public Improvements shall become the sole and exclusive property of City without payment therefor.

10.2 **City Acceptance of Public Improvements.** If Tract No. 31808-2 was approved and recorded as a single phase map, City shall not accept any one or more of the improvements until all of the Public Improvements are completed by Developer and approved by City. Issuance by City of occupancy permits for any buildings or structures located on the Property shall not be construed in any manner to constitute City's acceptance or approval of any Public Improvements.

10.3 **Developer's Obligation to Provide As-Built or Record Drawings.** Notwithstanding the foregoing, City may not accept any Public Improvements unless and until Developer provides one (1) set of "as-built" or record drawings or plans to the City Engineer for all such Public Improvements. The drawings shall be certified and shall reflect the condition of the Public Improvements as constructed, with all changes incorporated therein.

11. **WARRANTY AND GUARANTEE.** Developer hereby warrants and guarantees all Public Improvements against any defective work or labor done, or defective materials furnished in the performance of this Agreement, including the maintenance of all landscaping within the Property in a vigorous and thriving condition reasonably acceptable to City, for a period of one (1) year following completion of the work and acceptance by City. During the Warranty, Developer shall repair, replace, or reconstruct any defective or otherwise unsatisfactory portion of the Public Improvements, in accordance with the current ordinances, resolutions, regulations, codes, standards, or other requirements of City, and to the approval of the City Engineer. All repairs, replacements, or reconstruction during the Warranty shall be at the sole cost, expense, and liability of Developer and its surety. As to any Public Improvements which have been repaired, replaced, or reconstructed during the Warranty, Developer and its surety hereby agree to extend the Warranty for an additional one (1) year period following City's acceptance of the repaired, replaced, or reconstructed Public Improvements. Nothing herein shall relieve Developer from any other liability it may have under federal, state, or local law to repair, replace, or reconstruct any Public Improvement following expiration of the Warranty or any extension thereof. Developer's warranty obligation under this section shall survive the expiration or termination of this Agreement.

12. **SECURITY; SURETY BONDS.** Prior to City's approval and execution of this Agreement, Developer shall provide City with surety bonds in the amounts and under the terms set forth below. The amount of the Security shall be based on the City Engineer's Estimated Costs. If City determines at any time prior to Developer's completion of the Public Improvements under Section 4 [Construction Schedule], in its sole and absolute discretion, that the Estimated Costs have changed, Developer shall adjust the Security in the amount requested by City. Developer's compliance with this provision (Section 12.0 et seq.) shall in no way limit or modify Developer's indemnification obligation provided in Section 16.0 of this Agreement.

12.1 **Performance Bond.** To guarantee the faithful performance of the Public Improvements and all the provisions of this Agreement, to protect City if Developer is in default as set forth in Section 18.0 et seq. of this Agreement, and to secure Developer's one-year guarantee and warranty of the Public Improvements, including the maintenance of all landscaping in a vigorous and thriving condition, Developer shall provide City a faithful performance bond in the amount of **One Million Two Hundred Thirty Thousand Five Hundred and 00/100 Dollars (\$1,230,500.00)**, which sum shall be not less than one hundred percent (100%) of the Estimated Costs.

12.2 **Partial Release.** The City Council may, in its sole and absolute discretion and upon recommendation of the City Engineer, partially release a portion or portions of the Security provided under this section as the Public Improvements are accepted by City, provided that Developer is not in default on any provision of this Agreement or condition of approval for Tract No. 31808-2, and the total remaining Security is not less than twenty-five percent (25%) of the Estimated Costs. All Security provided under this section shall be released at the end of the Warranty period, or any extension thereof as provided in Section 11.0 of this Agreement, provided that Developer is not in default on any provision of this Agreement or condition of approval for Tract No. 31808-2.

12.3 **Labor & Material Bond.** To secure payment to the contractors, subcontractors, laborers, material men, and other persons furnishing labor, materials, or equipment for performance of the Public Improvements and this Agreement, Developer shall provide City a labor and materials bond in the amount of **One Million Two Hundred Thirty Thousand Five Hundred and 00/100 Dollars (\$1,230,500.00)**, which sum shall not be less than one hundred percent (100%) of the Estimated Costs. The Security provided under this section may be released by written authorization of the City Engineer after six (6) months from the date City accepts the final Public Improvements. The amount of such Security shall be reduced by the total of all stop notice or mechanic's lien claims of which City is aware, plus an amount equal to twenty percent (20%) of such claims for reimbursement of City's anticipated administrative and legal expenses arising out of such claims.

12.4 **Additional Requirements.** The surety for any surety bonds provided as Security shall have a current A.M. Best's rating of no less than A:VIII, be a bank or insurance company licensed to transact surety business in California, and shall be satisfactory to City. As part of the obligation secured by the Security and in addition to the face amount of the Security, the Developer or its surety shall secure the costs and reasonable expenses and fees, including reasonable attorney's fees and costs, incurred by City in enforcing the obligations of this Agreement. The Developer and its surety stipulate and agree that no change, extension of time, alteration, or addition to the terms of this Agreement, the Public Improvements, or the plans and specifications for the Public Improvements shall in any way affect its obligation on the Security.

12.5 **Form of Security.** The evidence of the Security shall be provided on the forms set forth in Attachment "C", unless other forms are deemed acceptable by the City Engineer and the City Attorney, and when such forms are completed to the satisfaction of City, the forms and evidence of the Security shall be attached hereto as Attachment "C" and incorporated herein by this reference.

12.6 **Developer's Liability.** While no action of Developer shall be required in order for City to realize on its security under any Security instrument, Developer agrees to cooperate with City to facilitate City's realization under any Security instrument, and to take no action to prevent City from such realization under any Security instrument. Notwithstanding the giving of any Security instrument or the subsequent expiration of any Security instrument or any failure by any surety or financial institution to perform its obligations with respect thereto, Developer shall be personally liable for performance under this Agreement and for payment of the cost of the labor and materials for the improvements required to be constructed or installed hereby and shall, within ten (10) days after written demand therefor, deliver to City such substitute Security as City shall require satisfying the requirements in this Section 12.

13. **MONUMENT SECURITY.** Prior to City's execution of this Agreement, to guarantee payment to the engineer or surveyor for the setting of all subdivision boundaries, lot corners, and street centerline monuments for Tract No. 31808-2 in compliance with the applicable provisions of City's Municipal and/or Development Code ("Subdivision Monuments"), Developer shall deposit cash with City in the amount of **Forty Five Thousand Four Hundred and 00/100 Dollars (\$45,400.00)**, which sum shall not be less than one hundred percent (100%) of the costs of setting the Subdivision Monuments as determined by the City Engineer. Said cash deposit may be released by written authorization of the City Engineer after all required Subdivision Monuments are accepted by the City Engineer, City has received written acknowledgment of payment in full from the engineer or surveyor who set the Subdivision Monuments, and provided Developer is not in default of any provision of this Agreement or condition of approval for Tract No. 31808-2.

14. **LIEN.** To secure the timely performance of Developer's obligations under this Agreement, including those obligations for which security has been provided pursuant to Sections 12.0 et seq. and 13.0 of this Agreement, Developer hereby creates in favor of City a lien against all portions of the Property not dedicated to City or some other governmental agency for a public purpose. As to Developer's default on those obligations for which security has been provided pursuant to Sections 12.0 et seq. and 13.0 of this Agreement, City shall first attempt to collect against such security prior to exercising its rights as a contract lienholder under this section.

15. **SIGNS AND ADVERTISING.** Developer understands and agrees to City's ordinances, regulations, and requirements governing signs and advertising structures. Developer hereby agrees with and consents to the summary removal by City, without notice to Developer, of all signs or other advertising structures erected, placed, or situated in violation of any City ordinance, regulation, or other requirement. Removal shall be at the expense of Developer and its surety. Developer and its surety shall indemnify and hold City free and harmless from any claim or demand arising out of or incident to signs, advertising structures, or their removal.

16. **INDEMNIFICATION.** Developer shall defend, indemnify, and hold harmless City, its elected officials, officers, employees, and agents from any and all actual or alleged claims, demands, causes of action, liability, loss, damage, or injury, to property or persons, including wrongful death, whether imposed by a court of law or by administrative action of any federal, state, or local governmental body or agency, arising out of or incident to any acts, omissions, negligence, or willful misconduct of Developer, its personnel, employees, agents, or contractors in connection with or arising out of construction or maintenance of the Public Improvements, or performance of this Agreement. This indemnification includes, without limitation, the payment of all penalties, fines, judgments, awards, decrees, attorneys' fees, and related costs or expenses, and the reimbursement of City, its elected officials, officers, employees, and/or agents for all legal expenses and costs incurred by each of them. This indemnification excludes only such portion of any claim, demand, cause of action, liability, loss, damage, penalty, fine, or injury, to property or persons, including wrongful death, which is caused solely and exclusively by the gross negligence or willful misconduct of City as determined by a court or administrative body of competent jurisdiction. Developer's obligation to indemnify City shall survive the expiration or termination of this Agreement, and shall not be restricted to insurance proceeds, if any, received by City, its elected officials, officers, employees, or agents.

## 17. INSURANCE.

17.1 **Types; Amounts.** Developer shall procure and maintain, and shall require its contractors to procure and maintain, during construction of any Public Improvement pursuant to this Agreement, insurance of the types and in the amounts described below. If any of the Required Insurance contains a general aggregate limit, such insurance shall apply separately to this Agreement or be no less than two times the specified occurrence limit.

17.1.1 **General Liability.** Developer and its contractors shall procure and maintain occurrence version general liability insurance, or equivalent form, with a combined single limit of not less than \$3,000,000 per occurrence for bodily injury, personal injury, and property damage.

17.1.2 **Business Automobile Liability.** Developer and its contractors shall procure and maintain business automobile liability insurance, or equivalent form, with a combined single limit of not less than \$1,000,000 per occurrence. Such insurance shall include coverage for the ownership, operation, maintenance, use, loading, or unloading of any vehicle owned, leased, hired, or borrowed by the insured or for which the insured is responsible.

17.1.3 **Workers' Compensation.** Developer and its contractors shall procure and maintain workers' compensation insurance with limits as required by the Labor Code of the State of California and employers' liability insurance with limits of not less than \$1,000,000 per occurrence, at all times during which insured retains employees.

17.1.4 **Professional Liability.** For any consultant or other professional who will engineer or design the Public Improvements, liability insurance for errors and omissions with limits not less than \$1,000,000 per occurrence, shall be procured and maintained for a period of five (5) years following completion of the Public Improvements. Such insurance shall be endorsed to include contractual liability.

17.2 **Deductibles.** Any deductibles or self-insured retentions must be declared to and approved by City. At the option of City, either: (a) the insurer shall reduce or eliminate such deductibles or self-insured retentions as respects City, its elected officials, officers, employees, agents, and volunteers; or (b) Developer and its contractors shall provide a financial guarantee satisfactory to City guaranteeing payment of losses and related investigation costs, claims, and administrative and defense expenses.

17.3 **Additional Insured; Separation of Insureds.** The Required Insurance shall name City, its elected officials, officers, employees, agents, and volunteers as additional insureds with respect to work performed by or on behalf of Developer or its contractors, including materials, parts, or equipment furnished in connection therewith. The Required Insurance shall contain standard separation of insured provisions, and shall contain no special limitations on the scope of its protection to City, its elected officials, officers, employees, agents, and volunteers.

17.4 **Primary Insurance; Waiver of Subrogation.** The Required Insurance shall be primary with respect to any insurance or self-insurance programs covering City, its elected officials, officers, employees, agents, and volunteers. All policies for the Required

Insurance shall provide that the insurance company waives all right of recovery by way of subrogation against City in connection with any damage or harm covered by such policy.

17.5 **Certificates; Verification.** Developer and its contractors shall furnish City with original certificates of insurance and endorsements effecting coverage for the Required Insurance. The certificates and endorsements for each insurance policy shall be signed by a person authorized by that insurer to bind coverage on its behalf. All certificates and endorsements must be received and approved by City before work pursuant to this Agreement can begin. City reserves the right to require complete, certified copies of all required insurance policies, at any time.

17.6 **Term; Cancellation Notice.** Developer and its contractors shall maintain the Required Insurance for the term of this Agreement and shall replace any certificate, policy, or endorsement which will expire prior to that date. All policies shall be endorsed to provide that the Required Insurance shall not be suspended, voided, reduced, canceled, or allowed to expire except on 30 days' prior written notice to City.

17.7 **Insurer Rating.** Unless approved in writing by City, all Required Insurance shall be placed with insurers licensed to do business in the State of California and with a current A.M. Best rating of at least A:VIII.

## 18. **DEFAULT; NOTICE; REMEDIES.**

18.1 **Notice.** If Developer neglects, refuses, or fails to fulfill or timely complete any obligation, term, or condition of this Agreement, or if City determines there is a violation of any federal, state, or local law, ordinance, regulation, code, standard, or other requirement, City may at any time thereafter declare Developer to be in default or violation of this Agreement and make written demand upon Developer or its surety, or both, to immediately remedy the default or violation. Developer shall commence the work required to remedy the default or violation within ten (10) days of the written demand from the City. If the default or violation constitutes an immediate threat to the public health, safety, or welfare, City may provide the demand verbally, and Developer shall commence the required work within twenty-four (24) hours thereof. Immediately upon City's issuance of the demand to remedy the default, Developer and its surety shall be liable to City for all costs of construction and installation of the Public Improvements and all other administrative costs expenses as provided for in Section 9.0 of this Agreement.

18.2 **Failure to Remedy; City Action.** If the work required to remedy the noticed default or violation is not diligently prosecuted to a substantial completion acceptable to City within a reasonable time designated by the City, City may complete all remaining work, arrange for the completion of all remaining work, and/or conduct such remedial activity as in its sole and absolute discretion it believes is required to remedy the default or violation. All such work or remedial activity shall be at the sole and absolute cost, expense, and liability of Developer and its surety, without the necessity of giving any further notice to Developer or surety. City's right to take such actions shall in no way be limited by the fact that Developer or its surety may have constructed any, or none of the required or agreed upon Public Improvements at the time of City's demand for performance. In the event City elects to complete or arrange for completion of the remaining work and improvements, City may require

all work by Developer or its surety to cease in order to allow adequate coordination by City. Notwithstanding the foregoing, if conditions precedent for reversion to acreage can be met and if the interests of City will not be prejudiced thereby, City may also process a reversion to acreage and thereafter recover from Developer or its surety the full cost and expense incurred.

18.3 **Other Remedies.** No action by City pursuant to Section 18.0 et seq. of this Agreement shall prohibit City from exercising any other right or pursuing any other legal or equitable remedy available under this Agreement or any federal, state, or local law. City may exercise its rights and remedies independently or cumulatively, and City may pursue inconsistent remedies. City may institute an action for damages, injunctive relief, or specific performance.

## 19. GENERAL PROVISIONS.

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

19.2 **Cooperation; Further Acts.** The Parties shall fully cooperate with one another, and shall take any additional acts or sign any additional documents as may be necessary, appropriate, or convenient to attain the purposes of this Agreement.

19.3 **Construction; References; Captions.** It being agreed the Parties or their agents have participated in the preparation of this Agreement, the language of this Agreement shall be construed simply, according to its fair meaning, and not strictly for or against any Party. Any term referencing time, days, or period for performance shall be deemed calendar days and not work days. All references to Developer include all personnel, employees, agents, and subcontractors of Developer, except as otherwise specified in this Agreement. All references to City include its elected officials, officers, employees, agents, and volunteers except as otherwise specified in this Agreement. The captions of the various articles and paragraphs are for convenience and ease of reference only, and do not define, limit, augment, or describe the scope, content, or intent of this Agreement.

19.4 **Notices.** All notices, demands, invoices, and written communications shall be in writing and delivered to the following addresses or such other addresses as the Parties may designate by written notice:

**CITY:**

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

**DEVELOPER:**

Pulte Home Corporation  
Attn: Sohail Bokhari  
27101 Puerta Real, #300  
Mission Viejo, CA 92691  
(949) 330-8600

Depending upon the method of transmittal, notice shall be deemed received as follows: by facsimile, as of the date and time sent provided the original is contemporaneously deposited with United States Postal Service and delivered by regular mail; by messenger, as of the date delivered; and by U.S. Mail first class postage prepaid, as of 72 hours after deposit in the U.S. Mail.

19.5 **Amendment; Modification.** No supplement, modification, or amendment of this Agreement shall be binding unless executed in writing and signed by both Parties.

19.6 **Waiver.** City's failure to insist upon strict compliance with any provision of this Agreement or to exercise any right or privilege provided herein, or City's waiver of any breach of this Agreement, shall not relieve Developer of any of its obligations under this Agreement, whether of the same or similar type. The foregoing shall be true whether City's actions are intentional or unintentional. Developer agrees to waive, as a defense, counterclaim or set off, any and all defects, irregularities or deficiencies in the authorization, execution or performance of the Public Improvements or this Agreement, as well as the laws, rules, regulations, ordinances or resolutions of City with regards to the authorization, execution or performance of the Public Improvements or this Agreement.

19.7 **Assignment or Transfer of Agreement.** Developer shall not assign, hypothecate, or transfer, either directly or by operation of law, this Agreement or any interest herein without prior written consent of City. Any attempt to do so shall be null and void, and any assignee, hypothecatee, or transferee shall acquire no right or interest by reason of such attempted assignment, hypothecation, or transfer. Unless specifically stated to the contrary in City's written consent, any assignment, hypothecation, or transfer shall not release or discharge Developer from any duty or responsibility under this Agreement.

19.8 **Binding Effect.** Each and all of the covenants and conditions shall be binding on and shall inure to the benefit of the Parties, and their successors, heirs, personal representatives, or assigns. This section shall not be construed as an authorization for any Party to assign any right or obligation.

19.9 **No Third Party Beneficiaries.** There are no intended third party beneficiaries of any right or obligation assumed by the Parties.

19.10 **Invalidity; Severability.** If any portion of this Agreement is declared invalid, illegal, or otherwise unenforceable by a court of competent jurisdiction, the remaining provisions shall continue in full force and effect.

19.11 **Consent to Jurisdiction and Venue.** This Agreement shall be construed in accordance with and governed by the laws of the State of California. Any legal action or proceeding brought to interpret or enforce this Agreement, or which in any way arises out of the Parties' activities undertaken pursuant to this Agreement, shall be filed and prosecuted in the appropriate California State Court in the County of Riverside, California. Each Party waives the benefit of any provision of state or federal law providing for a change of venue to any other court or jurisdiction including, without limitation, a change of venue based on the fact that a governmental entity is a party to the action or proceeding, or that a federal right or question is

involved or alleged to be involved in the action or proceeding. Without limiting the generality of the foregoing waiver, Developer expressly waives any right to have venue transferred pursuant to California Code of Civil Procedure Section 394.

19.12 **Attorneys' Fees and Costs.** If any arbitration, lawsuit, or other legal action or proceeding is brought by one Party against the other Party in connection with this Agreement or the Property, the prevailing party, whether by final judgment or arbitration award, shall be entitled to and recover from the other party all Litigation Expenses. Any judgment, order, or award entered in such legal action or proceeding shall contain a specific provision providing for the recovery of Litigation Expenses.

19.13 **Relationship Between The Parties.** The Parties hereby mutually agree that neither this Agreement, any map related to Tract No. 31808-2, nor any other related entitlement, permit, or approval issued by City for the Property shall operate to create the relationship of partnership, joint venture, or agency between City and Developer. Developer's contractors and subcontractors are exclusively and solely under the control and dominion of Developer. Nothing herein shall be deemed to make Developer or its contractors an agent or contractor of City.

19.14 **Counterparts.** This Agreement may be executed in counterpart originals, which taken together, shall constitute one and the same instrument.

19.15 **Effective Date of Agreement.** This Agreement shall not become effective until the date it has been formally approved by the City and executed by the appropriate authorities of City and Developer.

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

**CITY OF HEMET**

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

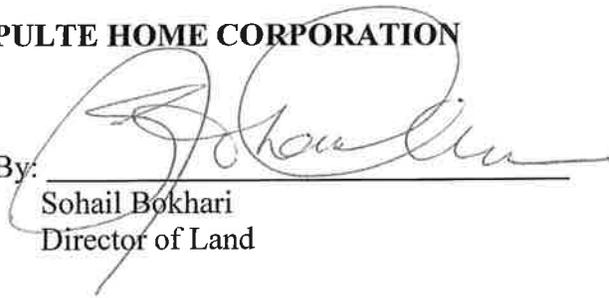
**ATTEST:**

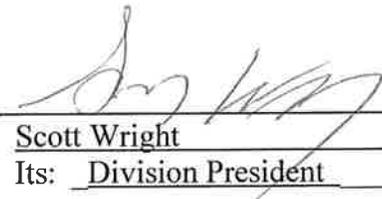
\_\_\_\_\_  
Sarah McComas  
City Clerk

**APPROVED AS TO FORM**

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

**PULTE HOME CORPORATION**

By:  \_\_\_\_\_  
Sohail Bokhari  
Director of Land

By:  \_\_\_\_\_  
Scott Wright  
Its: Division President

**NOTE: DEVELOPER'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.**



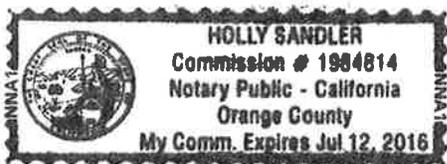
**CALIFORNIA ALL-PURPOSE ACKNOWLEDGMENT**

STATE OF CALIFORNIA

COUNTY OF ORANGE

On JULY 17, 2013 before me, HOLLY SANDLER a Notary public, personally appeared  
SCOTT WRIGHT,

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



I certify under the 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.

*Holly Sandler*  
(SIGNATURE OF NOTARY)

**OPTIONAL**

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

**CAPACITY CLAIMED BY SIGNER**

**DESCRIPTION OF ATTACHED DOCUMENT**

- INDIVIDUAL
- CORPORATE OFFICER
- \_\_\_\_\_
- TITLE(S)

\_\_\_\_\_  
TITLE OR TYPE OF DOCUMENT

- PARTNER(S)  LIMITED
- GENERAL

\_\_\_\_\_  
NUMBER OF PAGES

- ATTORNEY-IN-FACT
- TRUSTEE(S)
- GUARDIAN/CONSERVATOR
- OTHER \_\_\_\_\_
- \_\_\_\_\_

\_\_\_\_\_  
DATE OF DOCUMENT

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

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

**EXHIBIT "A"**  
**LEGAL DESCRIPTION OF PROPERTY**  
**TRACT No. 31808-2**

**LEGAL DESCRIPTION**  
**TRACT NO. 31808-2**

REAL PROPERTY IN THE CITY OF HEMET, COUNTY OF RIVERSIDE, STATE OF CALIFORNIA, DESCRIBED AS FOLLOWS:

PARCEL B OF LOT LINE ADJUSTMENT NO. 05-02, RECORDED OCTOBER 7, 2005 AS INSTRUMENT NO. 2005-0833256 OF OFFICIAL RECORDS, DESCRIBED AS FOLLOWS:

BEING PORTIONS OF PARCEL 14 AND PARCEL 15 IN THE CITY OF HEMET, COUNTY OF RIVERSIDE, STATE OF CALIFORNIA, AS SHOWN ON PARCEL MAP 19768 ON FILE IN BOOK 123 OF PARCEL MAPS, AT PAGES 44 THROUGH 49, INCLUSIVE, IN THE OFFICE OF THE COUNTY RECORDER OF SAID COUNTY, MORE PARTICULARLY DESCRIBED AS FOLLOWS:

BEGINNING AT THE SOUTHWEST CORNER OF SAID PARCEL 14;

THENCE ALONG THE WESTERLY LINE OF SAID PARCEL 14 AND THE EASTERLY LINE OF WARREN ROAD AS ON SAID MAP, NORTH 00°00'04" EAST, A DISTANCE OF 154.67 FEET;

THENCE LEAVING SAID LINE, NORTH 20°30'17" EAST, A DISTANCE OF 187.73 FEET TO THE BEGINNING OF A TANGENT CURVE CONCAVE WESTERLY AND HAVING A RADIUS OF 956.00 FEET;

THENCE ALONG THE ARC OF SAID CURVE, AN ARC DISTANCE OF 736.49 FEET THROUGH A CENTRAL ANGLE OF 44°08'23";

THENCE NORTH 23°38'06" WEST, A DISTANCE OF 78.90 FEET;

THENCE NORTH 68°38'0" WEST, A DISTANCE OF 15.55 FEET TO SAID WESTERLY LINE OF PARCEL 14;

THENCE ALONG SAID LINE NORTH 00°00'04" EAST, A DISTANCE OF 20.77 FEET TO THE BEGINNING OF A TANGENT CURVE CONCAVE SOUTHEASTERLY AND HAVING A RADIUS OF 25.00 FEET;

THENCE ALONG THE ARC OF SAID CURVE, AN ARC DISTANCE OF 28.96 FEET THROUGH A CENTRAL ANGLE OF 66°21'50" TO THE NORTHERLY LINE OF SAID PARCEL 14 AND THE SOUTHERLY LINE OF STETSON AVENUE, AS SHOWN AS A FUTURE RIGHT-OF-WAY 88.00 FEET WIDE ON SAID MAP;

THENCE ALONG SAID LINE NORTH 66°21'54" EAST, A DISTANCE OF 375.25 FEET;

THENCE LEAVING SAID SOUTHERLY LINE OF STETSON AVENUE AND CONTINUING ALONG THE NORTHERLY LINE OF SAID PARCELS 14 AND 15, NORTH 89°52'59" EAST, A DISTANCE OF 2187.69 FEET TO THE NORTHEAST CORNER OF SAID PARCEL 15;

THENCE ALONG THE EASTERLY LINE OF SAID PARCEL 15 AND THE WESTERLY LINE OF FISHER STREET AS SHOWN ON SAID MAP, SOUTH 00°08'50" EAST, A DISTANCE OF 1319.82 FEET TO THE SOUTHEAST CORNER OF SAID MAP TO THE SOUTHEAST CORNER OF SAID PARCEL 15;

THENCE ALONG THE SOUTHERLY LINE OF SAID PARCELS 14 AND 15, SOUTH 89°52'46" WEST, A DISTANCE OF 2549.86 FEET TO THE POINT OF BEGINNING.

EXCEPTING THEREFROM ANY PORTION OF LAND LYING WITHIN TRACT NO. 31808-1 AS SHOWN BY MAP ON FILE IN BOOK 428 PAGES 99 THROUGH 110 OF MAPS, RECORDS OF RIVERSIDE COUNTY, CALIFORNIA.

ALSO EXCEPTING THEREFROM ANY PORTION OF LAND LYING WITHIN TRACT NO. 31808 AS SHOWN BY MAP ON FILE IN BOOK 432 PAGES 22 THROUGH 31 OF MAPS, RECORDS OF RIVERSIDE COUNTY, CALIFORNIA.

THIS DESCRIPTION WAS PREPARED  
BY ME OR UNDER MY DIRECTION.

 08/07/2013  
\_\_\_\_\_  
THOMAS E. VERLOOP PLS 5348 DATE



**EXHIBIT "B"**  
**LIST OF PUBLIC IMPROVEMENTS**  
**TRACT No. 31808-2**

**CITY OF HEMET ENGINEERING DIVISION  
ENGINEER'S ESTIMATE WORKSHEET  
for BONDING, PLAN CHECK and INSPECTION FEE CALCULATION**

PARCEL MAP OR TRACT No. Tract 31808-2 DATE: 6/17/2013  
 AUP/CUP/SDR No. Lots 1 - 80 BY: RBF Consulting  
 IMPROVEMENT: Street Improvement Plans  
 DEVELOPER: Pulte Homes OWNER: Pulte Homes  
 TELEPHONE #: \_\_\_\_\_ FAX #: \_\_\_\_\_

IMPROVEMENTS		FAITHFUL PERFORMANCE SECURITY	LABOR & MATERIAL SECURITY
Streets/Drainage	\$1,230,492	\$1,230,500	\$1,230,500
Flood Control*	\$0	\$0	\$0
Water District	\$0	\$0	\$0
Sewer District	\$0	\$0	\$0
<b>Total</b>	<b>\$0</b>	<b>\$0</b>	<b>\$0</b>

\*Flood Control Construction Cost Estimate to be provided by Flood Control District. Provide copy of F.S.D. letter stating cost estimate

**DESIGN ENGINEER'S CALCULATION OF IMPROVEMENT BONDING COSTS**

Construction items and their quantities as shown on attached sheets are accurate for improvements required to construct the above project, and the mathematical extensions, using the City of Hemet unit costs are accurate for determining bonding costs. Above amounts do [ ] / do not [ ] include additional 20% for recordation prior to having signed plans.

**APPROVED**



JUL 11 2013

PUBLIC WORKS  
ENGINEERING DEPT.



Name typed or printed: Mark A. Doty

Civil Engineer's Stamp

Signature:

Date: 6/17/2013

**\*\*\*\*\*PLEASE READ INSTRUCTIONS BELOW\*\*\*\*\***

- Quantities to be from improvement plans. Unit costs to be as provided on the following "City of Hemet Improvement Requirement Worksheet".
- Show Performance Bond and Material Bond Amounts to the nearest \$500.** Performance and Labor & Material Bond amounts are 100% of Cost Estimates. 100% for Flood Control items.
- For construction items not covered by the "City of Hemet Improvement Requirement Worksheet", Design Engineer is to provide their opinion of construction cost and use that cost.

**CITY OF HEMET ENGINEERING DIVISION  
IMPROVEMENT REQUIREMENT WORKSHEET**

PROJECT Tract 31808-2 Lots 1 - 80

DATE 17-Jun-13

**STREET IMPROVEMENTS**

Quantity	Unit	Item	Unit Cost	Amount
<b>ROADWAY EXCAVATION</b>				
	C.Y.	1. Projects with a Grading Plan Area x 0.50 (hinge point to hinge point)	\$20.00	\$0.00
		2. Projects without a Grading Plan Road area and side slopes to daylight Cut (c)=            Fill (f)=		
	C.Y.(c or f)	(A) Excavate and Fill	\$0.40	\$0.00
	C.Y.(c-f)	(B) Excavate and Export	\$1.10	\$0.00
	C.Y.(f-c)	(C) Import and Fill	\$2.80	\$0.00
If balance, provide (a) only, either cut or fill    If export, provide (a)&(b) a+fill b=cut-fill If import, provide (A)&(C) a=cut c=fill-cut    Unit costs for (A), (B) and (C) are 20% of actual costs to assure that work will be corrected to eliminate hazardous conditions.				
	L.F.	Sawcut Existing A.C. Pavement	\$1.00	\$0.00
	S.F.	Cold Plane A.C. Pavement	\$0.50	\$0.00
	S.Y.	Grinding A.C. in Place	\$0.60	\$0.00
	S.Y.	Remove A.C. Pavement (28,729 SF)	\$0.60	\$0.00
	L.F.	Remove Curb and Gutter	\$18.00	\$0.00
	L.F.	Remove Curb	\$12.00	\$0.00
	S.F.	Remove Sidewalk (4" thick)	\$3.00	\$0.00
	S.F.	Remove Cross Gutter & Spandrel (6" thick)	\$5.00	\$0.00
	S.F.	Remove Landscape	\$3.00	\$0.00
	L.F.	Remove Barricade	\$10.00	\$0.00
2109	Ton	Asphalt Concrete ( 117, 157 S.F. @ 3") - 144 lbs/cubic fo	\$90.00	\$189,810.00
2170	C.Y.	Agg Base Class II ( 117,157 S.F. @ 6")	\$50.00	\$108,500.00
5	Ton	Asphalt Emulsion (Fog Seal/Paint Binder) 1 ton - 240 gals ( 117,157 S.F.) Apply at 0.05 + 0.03 = 0.08 gal/S.Y.	\$600.00	\$3,000.00
	S.F.	AC Overlay (min. 0.10')	\$0.90	\$0.00
5807	L.F.	Curb and Gutter (Type A)	\$10.00	\$58,070.00
	L.F.	Curb and Gutter (Type B)	\$12.00	\$0.00
	L.F.	Type "C" Curb	\$15.00	\$0.00
	L.F.	Type "D" Curb	\$12.00	\$0.00
	L.F.	Type "F" Curb	\$10.00	\$0.00

**CITY OF HEMET ENGINEERING DIVISION  
IMPROVEMENT REQUIREMENT WORKSHEET**

PROJECT Tract 31808-2      Lots 1 - 80

DATE 17-Jun-13

**STREET IMPROVEMENTS (CONTINUED)**

Quantity	Unit	Item	Unit Cost	Amount
	L.F.	A.C. Dike (6")	\$8.00	\$0.00
	L.F.	A.C. Dike (8")	\$10.00	\$0.00
3688	S.F.	P.C.C. Cross Gutter and Spandrels (6" Thick)	\$10.00	\$36,880.00
27085	S.F.	P.C.C. Sidewalk (4" thick)	\$6.00	\$162,510.00
8100	S.F.	P.C.C. Drive Approach (81 driveway approaches)	\$8.00	\$64,800.00
	S.F.	P.C.C. Dip Section	\$6.00	\$0.00
10	EA.	Handicapped Access Ramp	\$3,000.00	\$30,000.00
	C.Y.	Structural Reinforced Concrete	\$400.00	\$0.00
	L.F.	Barricades	\$100.00	\$0.00
	L.F.	Metal Beam Guard Railing	\$35.00	\$0.00
	L.F.	Utility Trench, one side (Edison, Cable, Telephone) - Total Length of Streets	\$10.00	\$0.00
	L.F.	Chain Link Fence (6')	\$15.00	\$0.00
	L.F.	Relocate Fence	\$12.00	\$0.00
	EA.	Pipe Gate	\$1,000.00	\$0.00
	EA.	Relocate Power Pole	\$10,000.00	\$0.00
12	EA.	Street Lights (including conduit)	\$5,000.00	\$60,000.00
	EA.	Concrete Bulkhead	\$200.00	\$0.00
	EA.	Slope Anchors for Pipes	\$300.00	\$0.00
	C.Y.	Cut Off Wall (Standard 2')	\$400.00	\$0.00
	EA.	Minor Sidewalk Drainage Outlet (Standard 309)	\$500.00	\$0.00
	EA.	Curb Outlet w/steel plate (Standard D-306)	\$2,500.00	\$0.00
	EA.	Flat Outlet Structure (Standard D-308)	\$2,500.00	\$0.00
2	EA.	Curb Outlet Structure (Standard D-307)	\$3,500.00	\$7,000.00
	S.F.	Terrace Drains and Down Drains	\$6.50	\$0.00
	S.F.	Intercceptor Drains	\$6.50	\$0.00
	C.Y.	R.C. Box Culvert	\$400.00	\$0.00
	C.Y.	Concrete Channel	\$200.00	\$0.00
	C.Y.	Rip Rap (1/4 Ton) Method B	\$40.00	\$0.00
	C.Y.	Rip Rap (1/2 Ton) Method B	\$45.00	\$0.00
	C.Y.	Rip Rap (1 Ton) Method B	\$50.00	\$0.00
	C.Y.	Rip Rap (2 Ton) Method B	\$55.00	\$0.00
	C.Y.	Grouted Rip Rap (1/4 Ton) Method B	\$60.00	\$0.00

**CITY OF HEMET ENGINEERING DIVISION  
IMPROVEMENT REQUIREMENT WORKSHEET**

PROJECT Tract 31808-2      Lots 1 - 80

DATE 17-Jun-13

**STREET IMPROVEMENTS (CONTINUED)**

Quantity	Unit	Item	Unit Cost	Amount
	C.Y.	Grouted Rip Rap (1/2 Ton) Method B	\$45.00	\$0.00
	C.Y.	Grouted Rip Rap (1 Ton) Method B	\$75.00	\$0.00
	C.Y.	Grouted Rip Rap (2 Ton) Method B	\$80.00	\$0.00
54	L.F.	18" R.C.P.	\$60.00	\$3,240.00
59	L.F.	24" R.C.P.	\$70.00	\$4,130.00
	L.F.	30" R.C.P.	\$80.00	\$0.00
	L.F.	36" R.C.P.	\$90.00	\$0.00
	L.F.	42" R.C.P.	\$100.00	\$0.00
	L.F.	48" R.C.P.	\$110.00	\$0.00
	L.F.	54" R.C.P.	\$130.00	\$0.00
	L.F.	60" R.C.P.	\$150.00	\$0.00
	L.F.	18" C.S.P. or 21" x 15" C.S.P.A.	\$40.00	\$0.00
	L.F.	24" C.S.P. or 28" x 20" C.S.P.A.	\$50.00	\$0.00
	L.F.	30" C.S.P. or 35" x 24" C.S.P.A.	\$60.00	\$0.00
	L.F.	36" C.S.P. or 42" x 29" C.S.P.A.	\$70.00	\$0.00
	L.F.	42" C.S.P. or 49" x 33" C.S.P.A.	\$80.00	\$0.00
	L.F.	48" C.S.P. or 57" x 38" C.S.P.A.	\$100.00	\$0.00
	L.F.	54" C.S.P. or 64" x 43" C.S.P.A.	\$110.00	\$0.00
	L.F.	60" C.S.P. or 71" x 47" C.S.P.A.	\$120.00	\$0.00
2	EA.	Catch Basins W = 3.5' (For nuisance water only)	\$2,500.00	\$5,000.00
	EA.	Catch Basins W = 7'	\$3,000.00	\$0.00
	EA.	Catch Basins W = 14'	\$6,000.00	\$0.00
	EA.	Catch Basins W = 21'	\$9,000.00	\$0.00
	EA.	Catch Basins W = 28'	\$12,000.00	\$0.00
	EA.	Type IX Inlet	\$2,500.00	\$0.00
	EA.	Type X Inlet	\$2,500.00	\$0.00
	EA.	Junction Structure No. 1	\$3,000.00	\$0.00
	EA.	Junction Structure No. 4	\$3,000.00	\$0.00
	EA.	Junction Structure No. 6	\$3,700.00	\$0.00
	EA.	Transition Structure No. 1	\$12,500.00	\$0.00
	EA.	Transition Structure No. 2	\$12,500.00	\$0.00
	EA.	Transition Structure No. 3	\$2,700.00	\$0.00
1	EA.	Manhole No. 1	\$2,700.00	\$2,700.00

**CITY OF HEMET ENGINEERING DIVISION  
IMPROVEMENT REQUIREMENT WORKSHEET**

PROJECT Tract 31808-2 **Lots 1 - 80**

DATE 17-Jun-13

**STREET IMPROVEMENTS (CONTINUED)**

Quantity	Unit	Item	Unit Cost	Amount
	EA.	Manhole No. 2	\$3,300.00	\$0.00
	EA.	Manhole No. 3	\$2,700.00	\$0.00
	EA.	Manhole No. 4	\$5,000.00	\$0.00
	L.S.	Detention Basin		\$0.00
	EA.	Discharge Pumps		\$0.00
	EA.	Adjust Manhole to Grade	\$400.00	\$0.00
<b>SIGNING, STRIPING AND TRAFFIC SIGNALS</b>				
	S.F.	Remove Traffic Stripes and Markings	\$2.50	\$0.00
	EA.	Remove Sign, Salvage	\$50.00	\$0.00
	EA.	Relocate Roadside Sign	\$100.00	\$0.00
11	EA.	Street Name Sign	\$275.00	\$3,025.00
	EA.	Install Sign (Strap & Saddle Bracket Method)	\$100.00	\$0.00
	EA.	Install Sign (Mast Arm Hanger Method)	\$100.00	\$0.00
	EA.	Road Sign - One Post	\$250.00	\$0.00
	EA.	Road Sign - Two Posts	\$400.00	\$0.00
	EA.	Object marker - Modified Type "F" Delineator	\$60.00	\$0.00
	EA.	Delineator (Class 1 Type F)	\$40.00	\$0.00
	EA.	Delineator (Class 2)	\$45.00	\$0.00
	EA.	Pavement Marker, Reflective	\$3.75	\$0.00
	L.F.	Paint Traffic Stripe (2 Coats)	\$0.30	\$0.00
	L.F.	4" Thermoplastic Traffic Stripe	\$0.30	\$0.00
300	L.F.	8" Thermoplastic Traffic Stripe	\$0.60	\$180.00
	S.F.	Thermoplastic Channelizing Limit Line and Markings	\$2.25	\$0.00
	S.F.	Thermoplastic Crosswalk and Pavement Marking	\$3.00	\$0.00
	L.S.	Traffic Signal	\$180,000.00	\$0.00
<b>LANDSCAPING &amp; IRRIGATION</b>				
	S.F.	Colored Stamped Concrete	\$10.00	\$0.00
13881	S.F.	Mainteneance Walk Std. 113	\$4.00	\$55,524.00
261	EA.	Street Trees (24" Box)	\$300.00	\$78,300.00
	EA.	Street Trees (15 Gallon)	\$100.00	\$0.00
88136	S.F.	Landscape and Irrigation	\$3.50	\$308,476.00
2	EA.	Water Meter	\$7,000.00	\$14,000.00
1	EA.	Electric Meter	\$1,000.00	\$1,000.00
3	EA.	Pedestrain Bridge	\$1,500.00	\$4,500.00

### CITY OF HEMET ENGINEERING DIVISION IMPROVEMENT REQUIREMENT WORKSHEET

PROJECT Tract 31808-2      Lots 1 - 80

DATE 17-Jun-13

<b>STREET IMPROVEMENTS (CONTINUED)</b>
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Quantity	Unit	Item	Unit Cost	Amount
	C.Y.	Landscape Fill Material	\$27.00	\$0.00
	EA.	Water Meter	\$7,000.00	\$0.00
	EA.	Electric Meter	\$10,000.00	\$0.00
	EA.	Pedestrian Walkway Lights	\$2,500.00	\$0.00
	EA.	RP Device and Enclosure	\$2,000.00	\$0.00
	EA.	Service Connection	\$475.00	\$0.00
	EA.	Standard Meter Installation	\$7,000.00	\$0.00
	EA.	Deletion of Existing Waver Service	\$300.00	\$0.00
	EA.	Meter Pedestal for Irrigation System	\$500.00	\$0.00

OTHER ITEMS				
		<b>BMP'S</b>		\$0.00
3521	L.F.	SE-1 Silt Fence	\$7.00	\$24,647.00
2	L.S.	SE-10 Storm Drain Inlet Protection	\$200.00	\$400.00
2	L.S.	TC-1 Stabalized Construction Entrance	\$2,400.00	\$4,800.00
				\$0.00
				\$0.00
				\$0.00
				\$0.00
				\$0.00

<b>STREETS/DRAINAGE SUBTOTAL</b>		<b>\$1,230,492.00</b>
<b>PLEASE USE THIS FORMULA ONLY IF BONDS ARE REQUIRED FOR PROJECT</b>		
<b>BOND AMOUNT For Recordation Prior to having signed Plan</b>		
A. Streets/Drainage Total Without Bond		\$1,230,492.00
B. A x 20% for Maps (5% for AUP/CUP/SDR) =		\$246,098.40
<b>C. STREETS/DRAINAGE BOND AMOUNT</b>	<b>A + B =</b>	<b>\$1,476,590.40</b>

**CITY OF HEMET ENGINEERING DIVISION  
IMPROVEMENT REQUIREMENT WORKSHEET**

PROJECT Tract 31808-2      Lots 1 - 80

DATE 17-Jun-13

**WATER IMPROVEMENTS**

Quantity	Unit	Item	Unit Cost	Amount
	L.F.	4" Waterline	\$13.00	\$0.00
	L.F.	6" Waterline	\$16.00	\$0.00
	L.F.	8" Waterline	\$21.00	\$0.00
	L.F.	10" Waterline	\$27.00	\$0.00
	L.F.	12" Waterline	\$31.00	\$0.00
	EA.	4" Gatevalve	\$650.00	\$0.00
	EA.	6" Gatevalve	\$800.00	\$0.00
	EA.	8" Gatevalve	\$850.00	\$0.00
	EA.	10" Gatevalve	\$1,050.00	\$0.00
	EA.	12" Gatevalve	\$1,250.00	\$0.00
	EA.	Fire Hydrants (6") Super	\$2,500.00	\$0.00
	EA.	Fire Hydrants (6") Standard	\$2,300.00	\$0.00
	EA.	4" Miscellaneous Fittings	\$150.00	\$0.00
	EA.	6" Miscellaneous Fittings	\$200.00	\$0.00
	EA.	8" Miscellaneous Fittings	\$250.00	\$0.00
	EA.	10" Miscellaneous Fittings	\$280.00	\$0.00
	EA.	12" Miscellaneous Fittings	\$320.00	\$0.00
	EA.	Blowoffs (4")	\$1,600.00	\$0.00
	EA.	Service Connections	\$475.00	\$0.00
	EA.	Adjust Water Valve to Grade	\$200.00	\$0.00
	EA.	Relocation of Blowoff	\$1,000.00	\$0.00
	EA.	Air and Vacuum Valve	\$1,850.00	\$0.00
	EA.	Hot Tap Existing Waterline	\$2,500.00	\$0.00
	EA.	6" R.P.D.A. (For Fire Service)	\$12,000.00	\$0.00
	EA.	8" R.P.D.A. (For Fire Service)	\$20,000.00	\$0.00

**WATER IMPROVEMENTS SUBTOTAL** \$0.00

**PLEASE USE THIS FORMULA ONLY IF BONDS ARE REQUIRED FOR PROJECT**

**BOND AMOUNT For Recordation Prior to having signed Plan**

A. Water Total Without Bond \$0.00

B. A x 20% for Maps (5% for AUP/CUP/SDR) =

**C. WATER BOND AMOUNT      A + B =** \$0.00



**CITY OF HEMET ENGINEERING DIVISION  
PLAN CHECK & INSPECTION FEE CALCULATION SHEET**

PARCEL/TRACT No. Tract 31808-2 DATE: 17-Jun-13

AUP/CUP/SDR No. Lots 1 - 80 BY: \_\_\_\_\_

<b>IMPROVEMENT COSTS (Including Contingencies)</b>	
I. Street/Drainage (Line C from Page 6)	\$1,476,590.40
II. Water (Line C from Page 7)	\$0.00
III. Sewer (Line C from Page 8)	\$0.00

<b>PLAN CHECK FEE CALCULATION</b>	
A. Streets/Drainage (4% x I)	\$59,063.62
B. Water (4% x II)	\$0.00
C. Sewer (4% x III)	\$0.00
<b>D. TOTAL PLAN CHECK FEE (A + B + C)</b>	<b>\$59,063.62</b>

<b>INSPECTION FEE CALCULATION</b>	
A. Streets/Drainage (4% x I)	\$59,063.62
B. Water (4% x II)	\$0.00
C. Sewer (4% x III)	\$0.00
<b>D. TOTAL INSPECTION FEE (A + B + C)</b>	<b>\$59,063.62</b>

**EXHIBIT "C"**

**SURETY BONDS AND OTHER SECURITY**

**TRACT No. 31808-2**

As evidence of understanding the provisions contained in this Agreement, and of the Developer's intent to comply with same, the Developer has submitted the below described security in the amounts required by this Agreement, and has affixed the appropriate signatures thereto:

**PERFORMANCE BOND PRINCIPAL AMOUNT:**    \$ 1,230,500.00

Surety: Westchester Fire Insurance Company

Attorney-in-fact: Jessica Hollaender

Address: 436 Walnut Street

Philadelphia PA 19106

**LABOR & MATERIAL BOND PRINCIPAL AMOUNT:**    \$ 1,230,500.00

Surety: Westchester Fire Insurance Company

Attorney-in-fact: Jessica Hollaender

Address: 436 Walnut Street

Philadelphia PA 19106

**MONUMENT BOND PRINCIPAL AMOUNT:**    \$ 45,400.00

Surety: Westchester Fire Insurance Company

Attorney-in-fact: Jessica Hollaender

Address: 436 Walnut Street

Philadelphia PA 19106

**EXHIBIT "D"**

**LIST OF TRACT MAP CONDITIONS  
OF APPROVAL NOT SATISFIED**

## EXHIBIT 2A

### CITY OF HEMET RESIDENTIAL CONDITIONS OF APPROVAL

PLANNING COMMISSION DATE: October 4, 2005

CITY COUNCIL DATE: November 22, 2005

PROJECT NO.: Tentative Tract Map No. 31808  
APPLICANT: Benchmark Pacific  
AGENT: Doug Avis, President  
LOCATION: Southwest corner of Thornton Avenue and Fisher Street  
APN: 460-060-001 thru 005.  
OCCUPANCY: This project has been reviewed as an R-1 Occupancy, any other use will require further review.

#### PLANNING DEPARTMENT CONDITIONS

##### General Requirements:

1. Tentative Tract Map No. 31808 shall become null and void on **October 4, 2005** (two calendar years from the date of approval), unless the final map is approved by the City Council and recorded with the County of Riverside prior to the expiration date. A time extension may be granted by the Planning Commission in accordance with Hemet Municipal Code and the Subdivision Map Act, provided a written request for a time extension is submitted the Planning Department prior to the expiration date. No formal notice of expiration will be given by the City.
2. Approval of Tentative Tract Map No. 31807 shall become effective on **October 15, 2005**.
3. The conditions of approval of this project shall supersede all conflicting notations, specifications, dimensions, typical sections, and the like, which may be shown on the tentative project plans.
4. This project site shall be developed in accordance with the approved plan(s) and the conditions contained herein.
5. This project shall comply with all sections of the Zoning Ordinance, Subdivision Ordinance and all other applicable Local, State and Federal laws and regulations in effect at the time of the building permit application and/or time of recordation, including the I.C.B.O. Uniform Building Code, Uniform Fire Code, and City and State

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City of Hemet - Draft Conditions of Approval   
Tentative Tract Map No. 31808

Handicapped Accessibility Requirements (California Code of Regulations, Title 24). This condition does not apply to vesting maps.

6. Prior to the issuance of building permits, the applicant shall be subject to all applicable development fees at the rate in effect at the time of building permit application. Such fees may include, but not be limited to: Park Fees, School Fees, Master Plan Storm Drainage Fees, Permit and Plan Checking Fees, Water and Sewer Service Fees, and Capital Facility Fees.
7. Construction activity shall meet the requirements of Hemet Municipal Code Chapter 30, Article II.
8. Signs are not approved as part of this subdivision Project. Signs, in accordance with the Zoning Ordinance, may be approved at a later time prior to the issuance of sign permits.
9. Prior to any grading or drainage activity, a grading and/or drainage plan shall be prepared and submitted to the City Engineer and Planning Department for review and approval. No grading or drainage work shall occur without a grading permit and/or the permission of the City Engineer.
10. The applicant shall indemnify, protect, defend, and hold harmless, the City, and/or any of its officials, officers, employees, agents, departments, agencies, and instrumentalities thereof, from any and all claims, demands, law suits, writs of mandamus, and other actions and proceedings (whether legal, equitable, declaratory, administrative or adjudicatory in nature), and alternative dispute resolutions procedures (including, but not limited to arbitrations, mediations, and other such procedures), (collectively "Actions"), brought against the City, and/or any of its officials, officers, employees, agents, departments, agencies, and instrumentalities thereof, that challenge, attack, or seek to modify, set aside, void, or annul, the any action of, or any permit or approval issued by, the City and/or any of its officials, officers, employees, agents, departments, agencies, and instrumentalities thereof (including actions approved by the voters of the City), for or concerning the project, whether such Actions are brought under the California Environmental Quality Act, the Planning and Zoning Law, the Subdivisions Map Act, Code of Civil Procedure Section 1085 or 1094.5, or any other state, federal, or local statute, law, ordinance, rule, regulation, or any decision of a court of competent jurisdiction. It is expressly agreed that the City shall have the right to approve, which approval will not be unreasonably withheld, the legal counsel providing the City's defense, and that applicant shall reimburse City for any costs and expenses directly and necessarily incurred by the City in the course of the defense. City shall promptly notify the applicant of any Action brought and City shall cooperate with applicant in the defense of the Action.

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**City of Hemet - Draft Conditions of Approval**   
**Tentative Tract Map No. 31808**

11. Prior to approval of the final map for Tract Map No. 31808, or approval of any final map for any phase of Tract Map No. 31808, the property covered by said final map ("Tract") shall be included within, or annexed to, a Community Facilities District ("CFD") established under the Mello-Roos Community Facilities Act of 1982 (Government Code § 53311 et seq.) established by the City of Hemet for the provision of public services permitted under Government Code § 53313, including police, fire protection, and emergency medical services (collectively "Public Safety Services"), for which proceedings have been consummated, and shall be subject to the special tax approved with the formation of the CFD with the Tract's annexation into the CFD.

The applicant and property owner acknowledge and agree that if the Tract were not a part of the CFD referred to above, the City might lack the financial resources to operate and provide Public Safety Services at the level required under the City's General Plan. Absent this requirement that the Tract be included within the CFD, the City might not be able to make the finding that the project now under consideration ("Project") is consistent with the City's General Plan and might not be able to make findings supporting approval of the Project as required by the Subdivision Map Act and the California Environmental Quality Act and, therefore, might be required to deny approval of the Project.

The owner and/or any developer of the Project on the Tract shall notify all potential lot buyers prior to sale of such lot(s) that: (1) the Tract is part of the CFD; (2) each lot within the Tract is subject to the levy of a special tax; and (3) the amount of the special tax for the subject lot. This notification shall be in a manner approved by the City.

This requirement may only be waived by the City Council if, at the time the final map is considered for approval, the City Council determines, based on substantial evidence in the record, that each of the following three findings can be met: (1) the Tract is located in a target area that is currently in compliance with the public safety response time mandates set forth in the General Plan; (2) that build-out and occupancy of the Project on the Tract will not result in the target area becoming non-compliant with the response time mandates of the General Plan; and (3) that, after considering the cumulative impacts of the subject Project, currently existing projects and reasonably anticipated future projects within the target area, the target area will remain in compliance with the response time mandates of the General Plan.

**Subdivision:**

12. The developer shall install U. S. Postal Service approved neighborhood mailboxes prior to occupancy.

13. Prior to or concurrently with the recordation of the Final Map or prior to the issuance of a Certificate of Occupancy, a Lighting & Landscaping Maintenance District or alternative maintenance mechanism acceptable to the City shall be established. In the event that the Lighting & Landscaping Maintenance District (LLMD) is required, the property owner of record shall execute a property owner ballot agreeing to formation of or annexation to an LLMD.
14. The cul-de-sac design shall provide for one on-street parking space (20-foot minimum length) and two on-site-covered spaces. The on-street parking space shall be in front of each cul-de-sac lot.
15. Developer shall modify plans to have landscaped parkways for all local streets.
16. Prior to approval of the final map developer shall modify the map to conform to the enhanced entries off of Warren Road and Fisher Street as shown in SDR 05-11, Exhibits 10M - 10Q .
17. Prior to approval of the final map developer shall modify the map to provide the through street access connecting streets "Q" and "A".

**Senior Citizen Development Restrictions:**

18. This project shall comply with all applicable state and federal law in order to qualify as a Senior Citizen Housing Development under both Section 51.3 of the California Civil Code and the housing for older persons provisions of the Federal Fair Housing Act Amendments of 1988 and the Housing for Older Persons Act of 1995 as well as applicable regulations.
19. The project applicant agrees and acknowledges that this project has been processed and reviewed as an age-restricted senior citizen housing development. Accordingly, a permit shall be required if the development should cease to enforce the senior only age restrictions or decide to convert the development to a non-senior facility. Additional environmental review will be required to assess the new project's increased intensity of use and corresponding environmental impacts. The facility shall be required to mitigate any new or additional impacts of the conversion.
20. Prior to approval of the map by the City Council, the developer, pursuant to Civil Code § 51.3 as referenced in Government Code § 65995.1, shall submit for review and approval by the City Attorney and the Planning Director covenants, conditions and restrictions ("CC&Rs") that will legally age restrict the Project as "Senior Citizen Housing Development" to be occupied by persons 55 years of age or older. The CC&Rs shall include provisions that the City shall review and approve any subsequent change to the CC&Rs. The final approved CC&Rs shall be recorded prior to the issuance of the first building permit for a residential unit constructed with

in the Project. The CC&Rs shall include restrictions prohibiting the overnight parking of recreational vehicles and/or boats on the local streets or on the driveways in front of the residences.

21. The applicant acknowledges that SDR -5-11 has been reviewed and analyzed as a senior citizen development. It has received the benefit of applying City development standards as they relate to senior only facilities. As such the development is subject to reduced school impact fees. Accordingly, should the development cease to enforce the senior only age restrictions or decide to convert the development to a non-senior facility, the development shall be reevaluated in order to apply different development standards and/or different impacts fees, and the City may require that these benefits, including those specifically listed herein, may be required to be forfeited.

#### **Design Review/Buildings:**

22. This project shall comply with the City's Single-Family Residential Design Guidelines approved by the City Council on February 25, 2003 (CC Resolution No. 3700) and the Design Guidelines found in the Page Ranch Planned Community Master Plan (PCD 79-93) as amended by SPA 04-1. Prior to the issuance of a building permit, the applicant shall submit a Site Development Review (SDR) application for Planning Commission review and approval. After approval of the Site Development Review project, the Planning Director shall have the authority to adjust up to 20% of the home/plot plans. The Site Development Review application shall provide all submittal information as required by the Single-Family Residential Design Guidelines.
23. The developer shall provide all homes with central air conditioning.
24. The developer shall install in all residential units with fireplaces New Source Performance Standards exempt units as defined by the Environmental Protection Agency (Air Quality Mitigation Measure AQ-1).
25. Roofing materials shall consist of ceramic, clay or concrete roof tiles. (Hazards, H-1).

#### **Landscaping:**

26. This project shall comply with the landscape design requirements outlined in the City's Single-Family Residential Design Guidelines approved by the City Council on February 25, 2003 (CC Resolution No. 3700).

27. The applicant shall provide a disclosure notice to each prospective buyer and to each new property owner within this subdivision. The disclosure notice shall be recorded against all properties within this subdivision which states the following:
  - a. The property owner is aware of any required financing mechanisms for the subdivision project such as Landscape-Lighting & Maintenance District (LLMD), Landscape-Lighting & Parks Maintenance District (LLPMD) or Conditions, Covenants and Restrictions (CC&R's).
  - b. The property owner is responsible for the irrigation of parkway landscaping adjacent to their home as well as any landscaping adjoining their exterior side yard. Any lack of landscape/irrigation maintenance is subject to code violation actions.
28. Prior to the issuance of a Certificate of Occupancy or finalization of the Building Permit, landscaped areas shall have an automatic irrigation system, with automatic timers, installed and operational, unless cash or a bond is posted to guarantee completion.
29. A one-year Faithful Performance bond shall be posted to guarantee installation, plant health, and established growth prior to the issuance of occupancy permits. The bond may be reduced by the City after installation has been approved.
30. All interior residential streets shall have parkways adjacent to curb. Street trees shall be planted at a minimum of one (1) tree for every 40 feet of street frontage in accordance with City guidelines. Parkway areas within the public R-O-W shall include the installation of ground cover (planted a minimum of 12-inches on-center) or turf and the installation of automated irrigation. Maintenance of the street trees shall be through a Lighting & Landscaping Maintenance District (LLMD) or alternative maintenance mechanism acceptable to the City.
31. All public landscaped areas shall be maintained by the developer for a minimum of one-year to assure continued growth and health. Continued maintenance of public areas shall be guaranteed by establishment of a home owners association or alternative mechanism approved by the Planning Director.
32. Park areas and paseos shall be installed and operational according to the phasing plan shown in Exhibit 10B of SDR No. 05-11.
33. Developer shall install subsurface drains for all on-site lot drainage.

**Environmental:**

- 34. Prior to construction of the proposed improvements, the project proponent shall provide a traffic control plan that will describe in detail safe detours around the project construction site and provide temporary traffic control (i.e. flag person) during demolition debris transport and other construction related truck hauling activities. (Air Quality, AQ-1)
- 35. During construction of the proposed improvements, construction equipment shall be properly maintained at an offsite location including proper tuning and timing of engines. Equipment maintenance records and equipment design specification data sheets shall be kept on-site during construction. (Air Quality, AQ-2)
- 36. During construction of the proposed improvements, construction equipment will not idle on site for more than 10 minutes. (Air Quality, AQ-3)
- 37. During construction of the proposed improvements, the project applicant shall provide on-site meals to construction workers by arranging a lunch wagon to visit the construction site during work breaks including lunch break. (Air Quality, AQ-4)
- 38. Prior to construction of the proposed improvements, the project proponent will provide a Dust Control Plan that will describe the application of standard best management practices to control dust during construction. Best management practices will include application of water on disturbed soils a minimum of two times per day, covering haul vehicles, replanting disturbed areas as soon as practical, and restricting vehicle speeds on unpaved roads to 15 mph, and other measures, as deemed appropriate to the site, to control fugitive dust. The Fugitive Dust Control Plan shall be submitted to the South Coast Air Quality Management District (SCAQMD) for review and City for approval prior to construction. (Air Quality, AQ-5)
- 39. During construction of the proposed improvements, only low volatility paints and coatings as defined in SCAQMD Rule 1113 shall be used. All paints shall be applied using either high volume, low-pressure (HVLP) spray equipment or by hand application. (Air Quality, AQ-6)
- 40. The project applicant shall contact the Riverside Transit Agency (RTA) and discuss the feasibility of extending bus route 33 to the project site and the location of potential bus stops consistent with mitigation measure #3 in the Specific Land Use Plan for the Southwest Area EIR. The project applicant shall consult with RTA on the location and design of transit facilities within the project area. The applicant shall identify paved, lighted, RTA standard and ADA compliant bus turnouts, with space for related amenities on final tract maps and/or street improvement plans, prior to final map recordation.(Air Quality, AQ-7)

41. To avoid impacts to the federal-threatened spreading navarretia and the ensure compliance with the MSHCP, prior to the initiation of grading, focused surveys for spreading navarretia shall be conducted by a qualified biologist according to protocol. If the site is found to be occupied and at least 90 percent of the area with long-term conservation value of the occupied area cannot be avoided, then the applicant must submit a plan for a Biologically Equivalent or Superior Preservation alternative to the City. Pursuant to the MSHCP, prior to approval by the City of a Biologically Equivalent or Superior Preservation alternative, the USFWS and CDFG shall be notified of such determinations and be provided a 60-day review and response period. If focused surveys for spreading navarretia are positive, a grading permit shall not be issued until the applicant has fulfilled its obligations regarding the approval of a Biologically Equivalent or Superior Preservation alternative pursuant to the MSHCP. (Biological Resources, Bio-1)
42. To minimize indirect impacts to spreading navarretia, a fence shall be installed around the detention basin to discourage residents of the proposed development from entering the detention basin. Additionally, interpretive signage shall be placed around the detention basin explaining that the area supports a federal threatened species and requesting that residents refrain from impacting the habitat. (Biological Resources, Bio-1)
43. In order to minimize potential impacts to burrowing owl and to comply with the MSHCP, focused preconstruction clearance surveys for the burrowing owl shall be conducted within 30 days prior to initiation of grading activities. The surveys shall be conducted within the grading footprint plus a 300-foot buffer around the grading footprint and shall be conducted by a qualified biologist according to CDFG protocol. If active burrows are found during the breeding season, grading activities shall be postponed until a qualified ornithologist has determined that the nest has successfully fledged young. If active burrows are found outside the breeding season, relocation of the owls shall be conducted by a qualified biologist in accordance with requirements outlined in the County MSHCP. Grading and associated activities shall commence only at such time that the biologist has determined that the burrows are no longer active. If three or more pairs of burrowing owl are found with the project site as a result of focused surveyers, and at least 90 percent of the area with long-term conservation value of the occupied areas cannot be avoided, then the applicant must submit a plan for a Biologically Equivalent or Superior Preservation alternative to the City. Pursuant to the MSHCP, prior to approval by the City of a Biologically Equivalent or Superior Preservation alternative, the USFWS and CDFG shall be notified of such determinations and be provided a 60-day review and response period. If focused surveys indicate that three or more pairs of burrowing owl are found withing the project site, a grading permit shall not be issued until the applicant has fulfilled its obligations regarding the approval of a Biologically Equivalent or Superior Preservation alternative pursuant to the MSHCP. (Biological Resources, Bio-3)

44. To minimize the potential indirect impacts to nesting birds, the grading boundaries on the western project boundary (along Warren Road) shall be clearly staked. All grading activities, including staging and maintenance of construction equipment, shall be conducted within the grading boundaries or greater than 500 feet away from the eucalyptus trees west of Warren Road. Prior to the initiation of grading activities, all construction personnel shall be informed of the potential for nesting raptors within the eucalyptus trees and the requirement to stay a minimum of 500 feet away from the trees. The construction foreman shall keep a list of all construction personnel indicating the date on which personnel received training regarding the potential for nesting raptors. (Biological Resources, Bio-4)
45. Under state and federal regulations, and in compliance with the MSHCP Riparian/Riverine Areas and Vernal Pool policy, the applicant shall be required to mitigate unavoidable impacts to waters of the U.S. and/or waters of the State such that no net loss in extent or value of habitat results. The location and type of mitigation to be performed would be subject to determination by the USACE and/or CDFG, and/or RWQCB. Riparian habitat shall be mitigated in accordance with USACE and/or CDFG Section 404/401 and Section 1600 permitting process and agreement processes, respectively. If required, mitigation for any isolated waters will be mitigated through the RWQCB procedures for isolated waters.

Although the USFWS does not have permitting authority over the wetland/vernal pool areas, the USFWS has commented on them as part of its review of the Draft SEIR and DPESP. The USFWS comments express their preference for off-site mitigation of these resources. Based on that input, the mitigation will meet the no net loss standard through one of the following methods:

Creation and restoration of vernal pool habitat and seasonal ponds as described in the Vernal Pool Mitigation Plan (Appendix D). For general discussion purposes, this strategy utilizes a 3:1 ratio for mitigation, but the final ratio will be determined based on permitting requirements of the USACE.

Preservation and restoration within the proposed MSHCP Non-contiguous Habitat Block 7 located west and northwest of the project site.

Preservation and/or restoration and/or purchase of mitigation credits from a mitigation bank, to meet the no net loss standard, at sites agreed to by all the resources agencies with permitting and agreement authority over the resources on the site.

(Biological Resources, Bio-5)

46. Prior to issuance of the first preliminary or precise grading permit, and for any subsequent permit involving excavation to increased depth, the landowner or subsequent project applicant shall provide evidence that a historic archaeologist has been retained by the landowner or subsequent project applicant, and that the consultant(s) will be present during all grading and other significant ground disturbing activities. Full-time monitoring shall continue until the project historic archaeologist determines that the overall sensitivity of the project area is reduced from “moderate” to “low.” Should the monitor determine that there are no historic resources within the impacted areas, or should the sensitivity be reduced to “low” during monitoring, all monitoring should cease.

Should any cultural resources be discovered, the monitor(s) are authorized to stop all grading in the immediate areas of the discovery, and shall make recommendations to the City of Hemet on the measures that shall be implemented to protect the discovered resources, including but not limited to excavation of the finds and evaluation of the finds in accordance with Section 15064.5 of the CEQA Guidelines.

If the resources are determined to be “unique historic resources” as these terms are defined under Section 15064.5 of the CEQA Guidelines or sacred places pursuant to Public Resources Code 5097.9 and 5097.995, mitigation measures shall be identified by the monitor(s) and recommended to the Lead Agency. For any sacred places, the Lead Agency shall decide appropriate mitigation in consultation with the Tribe pursuant to California Government Code Section 65351. Appropriate mitigation measures for significant resources could include avoidance or capping, incorporation of the site in greenspace, parks or open space, or date recovery excavations of the finds. No further grading shall occur in the area of the discovery until the Lead Agency approves the measures to protect these resources. Any archaeological artifacts recovered as a result of mitigation shall be evaluated for origin and significance. If human remains are unearthed, the County Coroner will make the necessary findings as to Code Section 5097.98. If any archaeological artifacts or human remains found onsite are determined to have cultural and/or sacred ties to the Tribe the finds will be ultimately relinquished to the Tribe for culturally appropriate treatment.

(Cultural Resources, CR-1)

(Cultural Resources, CR-1)

47. In the event of the accidental discovery or recognition of any human remains in any location other than a dedicated cemetery, the following steps shall be taken:

There shall be no further excavation or disturbance of the site or any nearby area reasonably suspected to overlie adjacent human remains until the

Riverside County Coroner is contacted to determine if the remains are [either historic or] prehistoric and that no investigation of the cause of death is required. If the coroner determines the remains to be Native American, then the coroner shall contact the Native American Heritage Commission within 24 hours, and the Native American Heritage Commission shall identify the person or persons it believes to be the "most likely descendant" from the deceased Native American. The most likely descendent may make recommendations to the land owner or the person responsible for the excavation work, for means of treating or disposing of, with appropriate dignity, the human remains and any associated grave goods as provided in Public Resources Code Section 5097.98, or

Where the following conditions occur, the landowner or his authorized representative shall rebury the Native American remains and associated grave goods with appropriate dignity either in accordance with the recommendations of the most likely descendant or on the property in a location not subject to further subsurface disturbance:

The Native American Heritage Commission is unable to identify a most likely descendant or the most likely descendant failed to make a recommendation within 24 hours after being notified by the Commission.

The descendant identified fails to make a recommendation; or

The landowner or his authorized representative rejects the recommendation of the descendant, and the mediation by the Native American Heritage Commission fails to provide measures acceptable to the landowner.

(Cultural Resources, CR-2)

48. Prior to issuance of the first preliminary or precise grading permit, and for any subsequent permit involving excavation to increased depth, the landowner or subsequent project applicant shall provide evidence that a paleontologist has been retained by the landowner or subsequent project applicant, and that the consultant(s) will be present during all grading and other significant ground disturbing activities that reach five (5) feet or more. If the paleontologist does not find evidence for Pleistocene-era deposits once the maximum excavation depth is reached, monitoring should be discontinued. The following measures shall be implemented:

Monitoring of excavation in areas identified as likely to contain paleontologic resources by a qualified paleontologic monitor including undisturbed older Pleistocene alluvium. Paleontologic monitors should be equipped to salvage fossils, as they are unearthed, to avoid construction delays and to remove samples of sediments that are likely to contain the remains of small fossil

invertebrates and vertebrates. Monitors must be empowered to temporarily halt or divert equipment to allow removal of abundant or large specimens. Monitoring may be reduced if the potentially fossiliferous units described are not present, or, if present, are determined upon exposure and examination by qualified paleontologic personnel to have low potential to contain fossil resources.

Paleontologic monitoring of any earthmoving will be conducted by a monitor, under direct guidance of a qualified paleontologist. Earthmoving in areas of the parcel where previously undisturbed sediment will be buried but not otherwise disturbed will not be monitored. Monitoring shall begin once earthmoving reaches five (5) feet below the original ground surface.

If too few fossil remains are found after 50 percent of the planned-for earthmoving has been completed, monitoring can be reduced or discontinued in those areas at the project paleontologist's direction.

Preparation of recovered specimens to a point of identification and permanent preservation, including washing of sediments to recover small invertebrates and vertebrates.

Identification and curation of specimens into a professional, fully accredited museum repository with permanent retrievable storage (i.e., SBCM). The paleontologist must have a written repository agreement in hand prior to the initiation of mitigation activities.

(Cultural Resources, CR-3)

49. Prior to issuance of grading and building permits, the developer shall comply with each measure noted in the Conclusions and Recommendations section of the Geocon (GC) geotechnical report, dated September 2003. The recommended measures are as follows:

At least 3-feet of soil below existing or finished grade, whichever is greater, in areas that will support structures, roadways or other improvements requiring a stable foundation, will be removed, moisture conditioned, and recompacted to insure adequate support of structures:

Laboratory testing for sulfate content and expansion characteristics of the soil should be performed on soils exposed at finish grade subsequent to the completion of grading to verify the at-grade characteristics. If expansion characteristics of finish grade is found to have medium expansive or greater characteristics (Expansion Index >50), such soils shall be removed and replaced with suitable material. If material at finish grade is determined to have sulfate contents greater than

negligible, or other corrosive characteristics of finish grade material, then evaluation of the conditions by a corrosion engineer needs to be performed to determine corrective actions.

Prior to grading, a preconstruction conference should be held at the site with the owner or developer, grading contractor, civil engineer, and geotechnical engineer in attendance to go over grading plans.

Site preparation shall begin with removal of deleterious material and vegetation. The depth of removal should be such that material exposed in cut areas or soils used as fill are relatively free of organic matter. Material generated during stripping of the site should be exported from the site and disposed of properly.

During remedial grading temporary slopes shall be no greater than 1:1 (horizontal to vertical). Grading should be scheduled to backfill against these slopes as soon as practical. Removal along the edge of grading shall include excavation of unsuitable soils that would adversely affect the performance of the planned fill (i.e. extend removals within a zone defined by a line projected down and out at an inclination of 1:1 from the limit of grading to intersection with approved left-in-place soils).

After removal of surficial soils, the exposed ground surface should be scarified, moisture conditioned to slightly above optimum moisture content, and compacted. Fill soils may then be placed and compacted in layers to the design finish grade elevations.

(Geology and Soils, GS-1)

50. Prior to the issuance of grading and building permits, the developer shall demonstrate that all grading and building activities comply with the most recent Uniform Building Code seismic design standards. This shall be completed to the satisfaction of the City Public Works Department. (Geology and Soils, GS-2)
51. Prior to the issuance of grading permits and/or recordation of any final map, a detailed geologic and geotechnical investigation shall be prepared and approved for all residential area and roads. The report shall recommend appropriate engineering and design measures to protect structures and inhabitants, to the satisfaction of the City Public Works Department. (Geology and Soils, GS-3)
52. Prior to the issuance of a grading permit, the developer shall submit a grading plan describing the wind and water erosion controls that will be employed during all grading activities. These controls shall be consistent with Best Management Practices and shall be demonstrated to the satisfaction of the City Engineering Department and any other departments deemed appropriate by the City. Further,

these plans shall include the methods of erosional control and be compiled by a registered civil engineer (also see Mitigation Measures in Sections 5.3, Air Quality, pertaining to dust control measures, and 5.8, Hydrology/Water Quality, pertaining to erosion and siltation control measures. (Geology and Soils, GS-4)

53. If during construction activities on TTMs 31807 and 31808, any discolored soil (soil with an unusual odor) or undocumented subsurface structures are encountered during future development on the site, a qualified soil investigation professional shall investigate the soil, and if necessary procure samples for testing. Any contamination shall be properly remediated to residential standards in conjunction with an oversight agency (either Riverside County Fire or the California Department of Toxic Substances Control). If abandoned septic tanks, pits or leach lines are uncovered, the Riverside County Department of Public Health shall be contacted to coordinate the proper abandonment of these features. (Hazards and Hazardous Materials, H-1)
54. Prospective residents, prior to purchasing a home or moving to the area, shall be informed of potential aircraft hazards in the area. (Hazards and Hazardous Materials, H-2)
55. To ensure that runoff from the developed site does not result in significant downstream water quality impacts, the proposed stormwater conveyance system within the paseos will be planted with native grasses or other appropriate vegetation, such as cattails (*Typha* sp.), to promote biological uptake of urban pollutants in captured stormwater low flows, prior to discharge. The paseos shall be maintained annually, or as necessary, but the Homeowners Association. (Hydrology and Water Quality, WQ-1)
56. The City of Hemet or the project applicant shall submit to FEMA an application to revise the FIRM to remove the project site from the 100-year flood hazard areas shown on the map. A response from FEMA indicating the changes are approved shall be received prior to certificates of occupancy for the proposed project. The FEMA response may be in the form of a Conditional Letter of Map Revision (CLOMR), or anyh other FEMA indication that the changes requested are approved. (Hydrology and Water Quality, WQ-2)
57. All construction activities on the project site shall be limited to between the hours of 7 a.m. and 6 p.m. Monday through Friday during the months of October thru May and Saturdays year round. Construction hours during June thru September are 6 a.m. to 6 p.m. Construction activities on Sundays and public holidays shall be prohibited. (Noise, N-1)
58. Construction staging areas shall be located on site to maximize the distance between staging areas and occupied residential areas. All stationary construction

noise sources (e.g., generators and compressors) shall be located as far from occupied residential areas as is reasonably feasible. All construction equipment shall be fitted with properly operating mufflers, air intake silencers and engine shrouds. (Noise, N-1)

59. Informing potential residents and residents regarding aircraft noise can be an effective mitigation measure. The following methods may be incorporated to provide notice:

**Avigation Easement.** The project proponent shall grant to the County of Riverside an easement for free and unobstructed passage of all aircraft in the airspace over, through, across and adjacent to the project area. The easement shall be in the form substantially consistent with that provided in the Airport Land Use Plan and shall be approved by the City Attorney for the City of Hemet and the County Counsel for the County of Riverside and shall be duly recorded with the County Clerk to run with the title to all subdivided lots. This easement, in addition to providing certain rights to the airport to assure its continued operation, will also serve as notice to all prospective buyers of the location and potential impacts of the airport.

**Seller Disclosure.** California Civil Code Section 1102 "Disclosure Upon Transfer of Residential Real Estate" requires that a Real Estate Transfer Disclosure Statement (TDS) be completed by the Seller and acknowledged by the Buyer. The Project Proponent shall ensure that the TDS in Section 3: Easements and Section 11: Neighborhood Noise be completed to show the existence of the Avigation Easement and the presence of potentially significant noise impact from aircraft using Hemet-Ryan Airport.

**Sales Material.** The project proponent shall ensure that all model homes, sales brochures, and other promotional items include notice of the nearby location of the airport and the presence of potential noise impacts.

**Community Awareness Program.** A continual flow of information to residents about airport operations can assuage irritation from aircraft flights. The County of Riverside should consider, as the project area develops, publishing a newsletter, establishing a speakers bureau, or submitting news articles to local newspapers and similar techniques to keep nearby residents informed of airport operations and its public and economic benefits. Residents will experience less irritation towards airport impacts if they feel that the airport is beneficial or that the airport is responsive to their concerns.

(Noise, N-2)

60. The project proponent shall require use of sound insulating building materials and construction throughout the project area, including, but not limited to, central air conditioning, insulation, solid core exterior doors, double paned windows, and appropriate roofing materials. (Noise, N-3)
61. Project proponent shall implement walls at least six feet high along Warren Road adjacent to the project site to reduce noise to the City's noise standard of 65 CNEL 57 feet from the road's centerline. (Noise, N-4)
62. Prior to the issuance of building permits, the developer shall pay all legally established development impacts fees or provide equivalent improvements in lieu thereof, as well as associated school fees to the Hemet Unified School District (HUSD) and/or other special districts in accordance with state law. (Public Services, PS-1)
63. Intersection improvements. The project proponent shall install traffic signals at the following intersections:
  - Winchester Road (NS) at Simpson Road (EW);
  - Warren Road (NS) at Stetson Avenue (EW);
  - Warren Road (NS) at Mustang Way (EW);
  - Warren Road (NS) at Simpson Road (EW);
  - Cawston Avenue (NS) at Stetson Avenue (EW);
  - Sanderson Avenue (NS) at Mustang Way (EW).

The project proponent shall install the following improvements:

- Construct a southbound left turn lane at Warren Road (NS) at Stetson Road (EW).
- Construct a left turn lane at northbound Domenigoni Parkway.
- Provide right turn overlap phasing in northbound Domenigoni Parkway.
- Construct a left turn lane at eastbound Domenigoni Parkway.
- Construct a through lane at eastbound Domenigoni Parkway.

Convert right turn lane into a through-right lane at Westbound Domenigoni Parkway.

Construct a through lane at Sanderson Avenue (NS) at Mustang Way (EW).

(Traffic, Circulation and Parking, T-1 from Draft SEIR)

64. Construct Old Warren Road from New Stetson Avenue to Mustang Way at its ultimate half-section width as a Secondary roadway in conjunction with development.

Construct Mustang Way from Old Warren Road to Fisher Street at its ultimate half-section width as a Secondary roadway in conjunction with development.

Construct Fisher Street from Thornton Avenue to Mustang Way at its ultimate half-section width as a Secondary roadway in conjunction with development.

Construct Thornton Avenue west of Fisher Street at its ultimate half-section width as a Collector roadway in conjunction with development.

(Traffic, Circulation and Parking, T-2)

65. Traffic signing and striping shall be implemented in conjunction with detailed construction plans for the project site. Sight distance at the project entrances shall be reviewed with respect to standard Caltrans and City of Hemet sight distance standards at the time of preparation of final grading, landscape and street improvement plans. (Traffic, Circulation and Parking, T-3)
66. Prior to the issuance of building permits, development plans shall be provided to Eastern Municipal Water District, Southern California Edison, the Southern California Gas Company, Verizon, and other local utilities as they become available in order to facilitate engineering, design and construction of improvements necessary to provide water, electrical, natural gas, and telephone service to the project site. (Utilities, U-1)
67. Prior to the issuance of building permits, the applicant shall comply with the guidelines provided by Southern California Gas and Edison in regard to easement restrictions, construction guidelines, protection of pipeline easements, and potential amendments to right-of-way in the areas of any existing easements of these companies. (Utilities, U-2)

## **BUILDING DEPARTMENT CONDITIONS**

68. Walkways to the private park and future model home complexes shall be made Handicap Accessible per the California Building Code.
69. A Model Home Permit shall be obtained by the developer prior to issuance of a building permit for the model complex.
70. A Temporary Use Permit shall be obtained by the developer prior to issuance of a building permit for any construction trailer.

## **PUBLIC WORKS ENGINEERING DIVISION CONDITIONS**

Unless otherwise stated, all improvements shall be installed prior to the issuance of a certificate of occupancy or the clearance of a final building permit.

## **MAPPING**

71. When changes to the approved Tentative Map are proposed, a Substantial Compliance Exhibit consisting of an acetate map, in the same scale of the Tentative Map, shall be submitted for review and approval of the City Engineer.
72. The applicant shall coordinate with affected utility companies and obtain any permits as necessary for the development of this project
73. Digitized drawing files of the Final/Parcel Map, in a City's compatible CAD system, shall be submitted along with original mylar plans.
74. Easement(s) of record not shown on the tentative map shall be relinquished or relocated. Lots affected by proposed easements or easements of record, which cannot be relinquished or relocated, shall be redesigned.
75. Where survey monuments exist, such monuments shall be protected or shall be referenced and reset, pursuant to Business and Professions Code, Sections 8700 to 8805 (Land Surveyors Act).
76. Survey monuments shall be provided in accordance with City of Hemet Standard Specifications for Public Works Construction Standard M-900 and M-900A. In lieu of Standard M-901, street centerline monuments shall conform with Riverside County Surveyor's Office provided that cross-ties are set in top of curbs and tie sheets are filed with the City Engineer.

77. The applicant shall enter into a subdivision improvement agreement with the City, whereby the applicant agrees to construct the public improvements required as a condition of acceptance of the final map.
78. The applicant may receive credit against Development Impact Fees for construction of improvements identified in the City's "Master Facilities Plan", in accordance with Hemet Municipal Code Section 58-64, provided that an agreement is entered into with the City of Hemet prior to the recordation of the Final Map.

## **STREETS**

### **Thornton Avenue, streets "A", "B", "C", "D", "F", "G", "H", "I", "J", "K", "M" and "O"**

79. Install Type "A" curb and gutter, in accordance with the City of Hemet Standard Specifications for Public Works Construction, Standard C-200, on an alignment 20 feet on both sides of the centerline.
80. Remove and replace the existing curb return at the southwest corner of Thornton and Fisher with 25' minimum radius curb return and install handicap ramp in accordance with the City of Hemet Standard Specifications for Public Works Construction, Standard C-215 and C-215A and California Code of Regulations, Title 24. Cross gutters shall be a minimum of 10-feet wide in accordance with City of Hemet Standard Specifications for Public Works Construction Standard C-212 and C-213.
81. Remove and replace the existing curb return with a 25-foot curb return in accordance with the City of Hemet Standard Specifications for Public Works Construction, Standard C-211.
82. The northerly boundary of the property shall be adjusted to include the entire right-of-way of Thornton Avenue within the property limits.
83. Replace A.C. paving, as determined by the City Engineer, to be necessary.
84. Install street paving from the new gutter lip to new gutter lip in accordance with the City of Hemet Standard Specifications for Public Works Construction, Standard Street Sections.
85. Install match-in paving from the new curb and gutter to the existing pavement in accordance with the City of Hemet Standard Specifications for Public Works Construction, Standard Street Sections.
86. Street structural sections shall be designed for a Traffic Index (TI) of 5.5. Preliminary soils investigations shall be used by the City Engineer to determine an

appropriate R-value and the pavement and the base thickness based on the established TI.

87. Install driveway approach in accordance with the City of Hemet Standard Specifications for Public Works Construction, Standards C-208, C-209, and C-210. In accordance with City of Hemet Resolution No. 1783, driveway widths and locations shall be approved by the City Engineer.
88. Install handicap ramp(s) in accordance with the City of Hemet Standard Specifications for Public Works Construction, Standard C-215A and Uniform Building Code Title 24.
89. Install a 25-foot minimum radius curb return, spandrel and cross gutter in accordance with the City of Hemet Standard Specifications for Public Works Construction.
90. Install cul-de-sac in accordance with the City of Hemet Standard Specifications for Public Works Construction Standard G-800.
91. Knuckle streets shall be designed in accordance with City of Hemet Standard Specifications for Public Works Construction Standard G-806.
92. Temporary turnarounds shall be installed at all dead-end streets in accordance with City of Hemet Standard Specifications for Public Works Construction Standard G-800A.
93. Install parkway type sidewalk in accordance with the City of Hemet Standard Specifications for Public Works Construction Standard C-215.
94. Install sidewalk and handicap ramp(s) in accordance with the City of Hemet Standard Specifications for Public Works Construction.
95. Install public street lights in accordance with the City of Hemet Standard Specifications for Public Works Construction, Standards G-805, G-808, and G-808A. The plans shall be designed by a registered electrical engineer.
96. Install stop signs, street name signs and reb curb per instructions of the City Traffic Engineer.
97. Install street trees (one tree per lot or two per corner lot) in accordance with the City of Hemet Street Tree Master Plan. Install automatic irrigations system to trees.

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## Streets "E", "L", "N", "P", "Q", and "R"

98. Install Type "A" curb and gutter, in accordance with the City of Hemet Standard Specifications for Public Works Construction, Standard C-200, on an alignment 18 feet on each side of the centerline.
99. Install street paving from the new gutter lip to new gutter lip in accordance with the City of Hemet Standard Specifications for Public Works Construction, Standard Street Sections.
100. Street structural sections shall be designed for a Traffic Index (TI) of 5.5. Preliminary soils investigations shall be used by the City Engineer to determine an appropriate R-value and the pavement and the base thickness based on the established TI.
101. Install driveway approach in accordance with the City of Hemet Standard Specifications for Public Works Construction, Standards C-208, C-209, and C-210. In accordance with City of Hemet Resolution No. 1783, driveway widths and locations shall be approved by the City Engineer.
102. Install handicap ramp(s) in accordance with the City of Hemet Standard Specifications for Public Works Construction, Standard C-215A and Uniform Building Code Title 24.
103. Install a 25-foot minimum radius curb return, spandrel and cross gutter in accordance with the City of Hemet Standard Specifications for Public Works Construction.
104. Install a cul-de-sac at end of the streets in accordance with the City of Hemet Standard Specifications for Public Works Construction Standard G-800.
105. Install parkway type sidewalk in accordance with the City of Hemet Standard Specifications for Public Works Construction Standard C-215.
106. Install sidewalk and handicap ramp(s) in accordance with the City of Hemet Standard Specifications for Public Works Construction.
107. Provide, for City acceptance, an executed Grant Deed and plat map for sidewalk return right of way in accordance with the City of Hemet Standard Specifications for Public Works Construction Standard C-215.
108. Install public street lights in accordance with the City of Hemet Standard Specifications for Public Works Construction, Standards G-805, G-808, and G-808A. The plans shall be designed by a registered electrical engineer.

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109. Install stop signs, street name signs and red curb per instructions of the City Traffic Engineer.
110. Install street trees (one tree per lot or two per corner lot) in accordance with the City of Hemet Street Tree Master Plan. Install automatic irrigations system to trees.

**Streets "A", "D" and "O" (entry street with raised median)**

111. Install Type "A" curb and gutter, in accordance with the City of Hemet Standard Specifications for Public Works Construction, Standard C-200, on an alignment 23 feet on each side of the centerline. Install Type "D" curb, on a 6 feet wide raised median , in accordance with the City of Hemet Standard Specifications for Public Works Construction, Standard C-200.
112. Install street paving from the new gutter lip to new gutter lip in accordance with the City of Hemet Standard Specifications for Public Works Construction, Standard Street Sections.
113. Street structural sections shall be designed for a Traffic Index (TI) of 5.5. Preliminary soils investigations shall be used by the City Engineer to determine an appropriate R-value and the pavement and the base thickness based on the established TI.
114. Install handicap ramp(s) in accordance with the City of Hemet Standard Specifications for Public Works Construction, Standard C-215A and Uniform Building Code Title 24.
115. Prior to the issuance of a Certificate of Occupancy, install "No Parking At Any Time" signs at the location(s) specified by the City Traffic Engineer.
116. Install five-foot wide monolithic type sidewalk in accordance with the City of Hemet Standard Specifications for Public Works Construction Standard C-215.
117. Dedicate, for City acceptance, sidewalk return right-of-way in accordance with the City of Hemet Standard Specifications for Public Works Construction Standard C-215 at Warren Road and Mustang Way.

**Warren Road and Fisher Street**

118. Install type "B" curb and gutter on an alignment 32 feet *on the project* side of the centerline *plus 12 feet* in accordance with the City of Hemet Standard Specifications for Public Works Construction, Standard C-201 and ST-103. *(Modified at the 10-18-05 Planning Commission meeting).*

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119. Install street paving from the new gutter lip to new gutter lip in accordance with the City of Hemet Standard Specifications for Public Works Construction, Standard Street Sections.
120. Install match-in paving from the new curb and gutter to the existing pavement in accordance with the City of Hemet Standard Specifications for Public Works Construction, Standard Street Sections.
121. Street structural sections shall be designed for a Traffic Index (TI) of 7.0. Preliminary soils investigations shall be used by the City Engineer to determine an appropriate R-value and the pavement and the base thickness based on the established TI.
122. Install minimum 10:1 pavement tapers on all ends of project. Indicate on the street improvement plans how the pavement tapers will impact adjacent properties.
123. Install a pavement taper on all sides of project with Type L guide markers behind the pavement taper.
124. Install a 35-foot minimum radius curb return, spandrel and cross gutter in accordance with the City of Hemet Standard Specifications for Public Works Construction.
125. Provide dedication for street purposes of an additional 25 feet of right-of-way along both sides of Warren and Mustang Way in accordance with City Residential Design Guidelines.
126. Submit a signing and striping plan for Warren Road and Mustang Way. Plans shall be prepared by a California Registered Civil Engineer.
127. Install parkway type sidewalk in accordance with the City of Hemet Standard Specifications for Public Works Construction Standard C-215.
128. Install sidewalk and handicap ramp(s) in accordance with the City of Hemet Standard Specifications for Public Works Construction.
129. Provide for City acceptance, an executed Grant Deed and plat map for sidewalk return right of way in accordance with the City of Hemet Standard Specifications for Public Works Construction Standard C-215.
130. Install public street lights in accordance with the City of Hemet Standard Specifications for Public Works Construction, Standards G-805, G-808, and G-808A. The plans shall be designed by a registered electrical engineer.

131. Install traffic signal and appurtenances at the intersection of Fisher Street and Mustang Way (City Project TR-77), and at the intersection of Warren Road and Mustang Way (City Project TR-82), in accordance with the City of Hemet Master Facilities Plan. Credit against Development Impact Fees may be granted as outlined in Hemet Municipal Code, Section 58-64.
132. Install stop signs, street name signs and red curb per instructions of the City Traffic Engineer.
133. Install street trees 40-feet on-center in accordance with the City of Hemet Street Tree Master Plan. Install automatic irrigations system to trees.

## **DRAINAGE**

134. The incremental increase in runoff between the developed and undeveloped property for the 100-year/3-hour storm must be retained on site.
135. Prior to the issuance of the Building Permit, the developer shall pay the Master Storm Drain Plan fee, at the currently adopted rate.
136. The HUD Flood Insurance Rate Map shows this project to be in Zone Designation X.
137. Prior to the issuance of a Building Permit, the applicant shall submit to the City for review and approval, a project-specific Water Quality Management Plan (WQMP). This plan shall address Site Design BMPs, incorporate the applicable Source Control BMPs, incorporate Treatment Control BMPs, describe the long-term operation and maintenance requirements for BMPs needing long-term maintenance, and describe the mechanism for funding the long-term operation and maintenance of the BMPs.
138. Prior to the issuance of a Building Permit, the property owner shall record a "Covenant and Agreement" with the County Recorder, or other instrument acceptable to the City, to inform future property owners of the requirement to implement the approved project-specific WQMP
139. Prior to the recordation of the Final Map the Developer shall submit to the City Engineer for review and approval, hydrology and hydraulic calculations Improvements proposed by the Developer shall be taken into account when analyzing impacts to upstream, adjacent and downstream properties.
140. The retention facility shall be a numbered lot on the Final Map and be required to mitigate off-site flows through the project site in accordance with City of Hemet Resolution No. 2108.

141. Cross-lot drainage and the designated drainage easements shall not be allowed. All pads shall be designed to drain to the streets. Storm water shall be collected in an appropriate storm drain system. All drainage easements are subject to City acceptance for maintenance.
142. Construction shall comply with Santa Ana Regional Water Quality Control Board Order #01-34 for the San Jacinto Watershed. Board clearance is required prior to grading permit issuance.
143. Install storm drain lines 3B, 3B-5 and 3B-6 and appurtenances (outletting into the detention basin shown on SP03-1), in accordance with the City of Hemet Master Flood Control and Drainage Plan, Southwest Area. Credit against Drainage Development Impact Fees may be granted (Projects SD-38 & SD-39) as outlined in Hemet Municipal Code, Section 58-64.
144. Drainage easement(s), as required by the City Engineer, shall be shown on the improvement plans or grading plans. Recordation of the easement(s) shall be by deed or as part of the Final Map.
145. Install underground storm drain lines and appurtenances, in accordance with the City of Hemet Standard Specifications for Public Works Construction on any street having a total length in excess of 600 feet.

## **WATER**

146. Domestic water service will be provided by EMWD.

## **SEWER**

147. Domestic sewer service will be provided by EMWD.

## **LANDSCAPING**

148. Prior to the recordation of the Final Map or establishment of the Lighting and Landscape Maintenance District, a landscape plan shall be submitted to Planning and Engineering for review and approval.
149. Prior to recordation of the Final Map or prior to the issuance of a Certificate of Occupancy, a Lighting and Landscaping Maintenance District (LLMD) shall be established.
150. Prior to the issuance of a Certificate of Occupancy or finalization of the Building Permit, submit landscape "as built" in public areas, and RP principle backflow prevention certification(s) for all water service.

## **FIRE DEPARTMENT CONDITIONS**

### **AGENCY APPROVALS**

151. Prior to the issuance of a building permit written proof shall be provided from the water purveyor that sufficient capacity is available for fire protection. The minimum required fire flow for this project is 1000 GPM @ 20psi residual pressure for a duration of 2 hours. Per CFC Appendix III-A, Fire flow and flow duration for dwellings having an area in excess of 3,600 square feet shall not be less than specified in Table A-III-A-1.

### **HYDRANTS AND FIRE PROTECTION SYSTEMS**

152. Prior to combustible construction commencing, install, as required by the Uniform Fire Code Section 901.1, street (off-site) fire hydrants pursuant to the City of Hemet Standard Specifications for Public Works Construction. Distance between fire hydrants shall not exceed 300 feet without approval from the Fire Marshal.
153. In accordance with the Uniform Fire Code Section 901.3, the water system (mains and hydrants) shall be tested and accepted by the Fire Marshal prior to the commencement of combustible construction.

### **ACCESS**

154. Prior to delivery of combustible materials on site, provide and maintain (an) all weather access roadway(s) 20-feet wide with a 13-foot 6-inch vertical clearance designed to support the imposed loads of fire apparatus in all weather conditions, as approved by the City of Hemet Fire Marshal in accordance with the Uniform Fire Code Sections 902.2.1 and 902.2.2.1 (dirt or native soil does not meet minimum requirements). Minimum turning radius for fire apparatus, from center line, is 52 feet (outside) and 32 feet (inside).
155. In accordance with the Uniform Fire Code Section 902.2.2.3, approved turnarounds are required on any access road in excess of 150 feet in length, per City of Hemet Fire Department Standards.
156. All cul-de-sacs shall conform to City Standards for length and turnaround radius. Provide secondary access for emergency vehicles on all streets over 600 feet in length.
157. Prior to final inspection for single family residential, "No Parking - Fire Lane" signs, red curbing and hydrant markers (blue dots) shall be provided to the specifications of the City of Hemet Fire Marshal in accordance with the Uniform Fire Code Section 901.4 and 902.1 and Section 22500.1 of the California Vehicle Code.

158. Prior to final inspection, addresses shall be provided on all new and existing buildings in accordance with the Uniform Fire Code Section 901.4.4.
159. A fence enclosure, if installed, shall lead to a safe dispersal area 50-feet from buildings or shall have gates (with locks that do not require any special knowledge or effort to open) that lead to a public way.

#### **MISCELLANEOUS**

160. An emergency exit shall be provided in trap fence (gate shall remain unlocked when sales office is open).
161. Portable fire extinguishers shall be installed in each model home and sales office. The type and spacing shall be set by the City of Hemet Fire Marshal in accordance with Uniform Fire Code Section 1002.

**END**

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**City of Hemet - Draft Conditions of Approval**   
**Tentative Tract Map No. 31808**



*Staff Report*

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TO: Honorable Mayor and City Council  
FROM: Ronald E. Bradley, Interim City Manager *REB*  
DATE: August 27, 2013  
SUBJECT: Consideration of funding Hemet - San Jacinto Valley Tourism Campaign Phase 2

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**RECOMMENDATION:**

That the City Council approve partnering with the City of San Jacinto to fund additional tourism program activities for Fiscal Year 2013-2014 in the amount of \$21,000 with Leslie McClellan.

**BACKGROUND:**

The City of Hemet has identified tourism as a key component of its economic vitality program. In years past, activities, programs and projects that support and advance Hemet as a tourist destination have been conducted by contractors, City staff, the Chamber of Commerce and former Valley Economic Development Corporation.

Earlier this year, the City of Hemet in partnership, the City of San Jacinto and community partners completed the development of a tourism website. "www.VisitSanJacintoValley.com"

The debut of the new website was held in conjunction with a tourism promotion event on July 11 at the Ramona Bowl which was attended by over 200 community leaders, valley elected officials and local tourism-serving business partners.

This valley-wide collaboration has increased since then with both the Hemet - San Jacinto Regional Chamber of Commerce and the San Jacinto Chamber of Commerce sharing the duties of posting and updating the *community calendar* of events and activities that may be of interest to tourists, visitors and local residents

The development of the website was a joint project of the two cities wherein each city contributed 50% of the cost or approximately \$3,500.

To date the website receives a high level of traffic and is very successful in portraying the numerous tourism actives available to visitors of Hemet and San Jacinto and our surrounding region to enjoy the *Heritage, Heath and Harmony* of our beautiful valley.

**DISCUSSION:**

The proposed second phase of the tourism program includes maintaining constant tourism attraction strategies, initiatives and activities. To do so most effectively, staff is recommending

that the City of Hemet partner again with the City of San Jacinto to support an on-going tourism services contract with Leslie McClellan. Hemet's 50% cost of the proposed contract is \$21,000 and may be authorized by the Council and funded from City General Fund Reserve Account No. 100-1200-2710 upon approval of the Council.

Ms. McClellan's contract is attached as Attachment 1 to this staff report. Under the proposed arrangement, the City of San Jacinto will be the primary agent and manager of the contract with Ms. McClellan and Hemet will simply reimburse the City of San Jacinto for one-half of the cost, thereby avoiding any additional or direct costs associated with contract management, legal review, procurement or contract maintenance.

If approved, staff from the Department of Community Investment will continue to co-manage and co-direct the Tourism Program with San Jacinto and Councilperson Linda Krupa will remain engaged as the City Council's representative on the working committee on tourism and to Ms. McClellan in her work to promote Hemet and the valley.

**COORDINATION AND REVIEW:**

This recommendation is submitted by the Community Investment Department as part of the activities and programs of the Office of Economic Development and the Economic Vitality program.

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

The recommendation supports the Council's goals of increasing economic vitality, increasing municipal revenue through visitor spending, and providing opportunities for new jobs in tourism related business.

**FISCAL IMPACT:**

This recommendation will be funded by the City General Fund Reserve Account No. 100-1200-2710 upon approval of the Council.

**ALTERNATIVE(S):**

None

**CONCLUSION:**

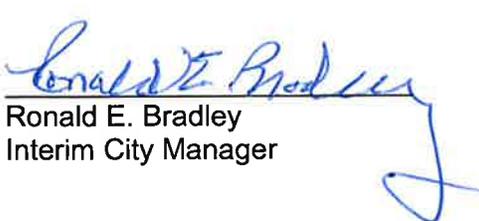
That the City Council approve partnering with the City of San Jacinto to fund additional tourism program activities for Fiscal Year 2013-2014 in the amount of \$21,000 with Leslie McClellan.

Attachment: 1- Proposed Phase 2 Tourism Program Contract.

**Respectfully Recommended,**

  
\_\_\_\_\_  
John Jansons  
Community Investment Director

**Approved By:**

  
\_\_\_\_\_  
Ronald E. Bradley  
Interim City Manager

**CITY OF SAN JACINTO  
PROFESSIONAL SERVICES AGREEMENT**

**1. PARTIES AND DATE.**

This Agreement is made and entered into as of July 1, 2013 by and between the City of San Jacinto, a municipal corporation organized under the laws of the State of California ("City") and Leslie McLellan, an individual ("Consultant"). City and Consultant are sometimes individually referred to as "Party" and collectively as "Parties."

**2. RECITALS.**

**2.1 Consultant.**

Consultant desires to perform and assume responsibility for the provision of certain professional services required by the City on the terms and conditions set forth in this Agreement. Consultant represents that it is experienced in providing tourism consulting services to public clients, is licensed in the State of California, and is familiar with the plans of City.

**2.2 Project.**

City desires to engage Consultant to render such services for the Tourism Marketing Program (Phase II) project ("Project") as set forth in this Agreement.

**3. TERMS.**

**3.1 Scope of Services and Term.**

**3.1.1 General Scope of Services.** Consultant promises and agrees to furnish to the City all labor, materials, tools, equipment, services, and incidental and customary work necessary to fully and adequately supply the professional tourism consulting services necessary for the Project ("Services"). The Services are more particularly described in Exhibit "A" attached hereto and incorporated herein by reference. All Services shall be subject to, and performed in accordance with, this Agreement, the exhibits attached hereto and incorporated herein by reference, and all applicable local, state and federal laws, rules and regulations.

**3.1.2 Term.** The term of this Agreement shall be from the date first set forth above to June 30, 2014, unless earlier terminated as provided herein. Consultant shall complete the Services within the term of this Agreement, and shall meet any other established schedules and deadlines. The Parties may, by mutual written consent, extend the term of this Agreement if necessary to complete the services.

### **3.2 Responsibilities of Consultant.**

#### **3.2.1 Control and Payment of Subordinates; Independent Contractor.**

The Services shall be performed by Consultant or under its supervision. Consultant will determine the means, methods and details of performing the Services subject to the requirements of this Agreement. City retains Consultant on an independent contractor basis and not as an employee. Consultant retains the right to perform similar or different services for others during the term of this Agreement. Any additional personnel performing the Services under this Agreement on behalf of Consultant shall also not be employees of City and shall at all times be under Consultant's exclusive direction and control. Consultant shall pay all wages, salaries, and other amounts due such personnel in connection with their performance of Services under this Agreement and as required by law. Consultant shall be responsible for all reports and obligations respecting such additional personnel, including, but not limited to: social security taxes, income tax withholding, unemployment insurance, disability insurance, and workers' compensation insurance.

**3.2.2 Schedule of Services.** Consultant shall perform the Services expeditiously, within the term of this Agreement, and in accordance with any schedules agreed upon in writing by the Parties. Consultant represents that it has the professional and technical personnel required to perform the Services in conformance with such conditions. In order to facilitate Consultant's conformance with any such schedules, City shall respond to Consultant's submittals in a timely manner. Upon request of City, Consultant shall provide a more detailed schedule of anticipated performance to meet the requirements of this Agreement.

**3.2.3 Conformance to Applicable Requirements.** All work prepared by Consultant shall be subject to the approval of City.

**3.2.4 Substitution of Key Personnel.** Consultant has represented to City that certain key personnel will perform and coordinate the Services under this Agreement. Should one or more of such personnel become unavailable, Consultant may substitute other personnel of at least equal competence upon written approval of City. In the event that City and Consultant cannot agree as to the substitution of key personnel, City shall be entitled to terminate this Agreement for cause. As discussed below, any personnel who fail or refuse to perform the Services in a manner acceptable to the City, or who are determined by the City to be uncooperative, incompetent, a threat to the adequate or timely completion of the Project or a threat to the safety of persons or property, shall be promptly removed from the Project by the Consultant at the request of the City. The key personnel for performance of this Agreement are as follows: Leslie McLellan.

**3.2.5 City's Representative.** The City hereby designates Sharon Paisley, Development Director, or her designee, to act as its representative for the performance of this Agreement ("City's Representative"). City's Representative shall have the power to act on behalf of the City for all purposes under this Contract. Consultant shall not

accept direction or orders from any person other than the City's Representative or his or her designee.

3.2.6 Consultant's Representative. Consultant hereby designates Leslie McLellan, or her designee, to act as its representative for the performance of this Agreement ("Consultant's Representative"). Consultant's Representative shall have full authority to represent and act on behalf of the Consultant for all purposes under this Agreement. The Consultant's Representative shall supervise and direct the Services, using his best skill and attention, and shall be responsible for all means, methods, techniques, sequences and procedures and for the satisfactory coordination of all portions of the Services under this Agreement.

3.2.7 Coordination of Services. Consultant agrees to work closely with City staff in the performance of Services and shall be available to City's staff, consultants and other staff at all reasonable times.

3.2.8 Standard of Care; Performance of Employees. Consultant shall perform all Services under this Agreement in a skillful and competent manner, consistent with the standards generally recognized as being employed by professionals in the same discipline in the State of California. Consultant represents and maintains that it is skilled in the professional calling necessary to perform the Services. Consultant warrants that all employees and subconsultants shall have sufficient skill and experience to perform the Services assigned to them. Finally, Consultant represents that it, its employees and subconsultants have all licenses, permits, qualifications and approvals of whatever nature that are legally required to perform the Services, including a City Business License, and that such licenses and approvals shall be maintained throughout the term of this Agreement. As provided for in the indemnification provisions of this Agreement, Consultant shall perform, at its own cost and expense and without reimbursement from the City, any services necessary to correct errors or omissions which are caused by the Consultant's failure to comply with the standard of care provided for herein. Any employee of the Consultant or its subconsultants who is determined by the City to be uncooperative, incompetent, a threat to the adequate or timely completion of the Project, a threat to the safety of persons or property, or any employee who fails or refuses to perform the Services in a manner acceptable to the City, shall be promptly removed from the Project by the Consultant and shall not be re-employed to perform any of the Services or to work on the Project.

3.2.9 Laws and Regulations. Consultant shall keep itself fully informed of and in compliance with all local, state and federal laws, rules and regulations in any manner affecting the performance of the Project or the Services, including all Cal/OSHA requirements, and shall give all notices required by law. Consultant shall be liable for all violations of such laws and regulations in connection with Services. If the Consultant performs any work knowing it to be contrary to such laws, rules and regulations and without giving written notice to the City, Consultant shall be solely responsible for all costs arising therefrom. Consultant shall defend, indemnify and hold City, its officials, directors, officers, employees and agents free and harmless, pursuant to the

indemnification provisions of this Agreement, from any claim or liability arising out of any failure or alleged failure to comply with such laws, rules or regulations.

3.2.9.1 Equal Opportunity Employment. Consultant represents that it is an equal opportunity employer and it shall not discriminate against any subconsultant, employee or applicant for employment because of race, religion, color, national origin, handicap, ancestry, sex or age. Such non-discrimination shall include, but not be limited to, all activities related to initial employment, upgrading, demotion, transfer, recruitment or recruitment advertising, layoff or termination. Consultant shall also comply with all relevant provisions of City's Minority Business Enterprise program, Affirmative Action Plan or other related programs or guidelines currently in effect or hereinafter enacted.

3.2.9.2 Labor Certification. By its signature hereunder, Consultant certifies that it is aware of the provisions of Section 3700 of the California Labor Code which require every employer to be insured against liability for Worker's Compensation or to undertake self-insurance in accordance with the provisions of that Code, and agrees to comply with such provisions before commencing the performance of the Services.

3.2.9.3 Air Quality. To the extent applicable, Consultant must fully comply with all applicable laws, rules and regulations in furnishing or using equipment and/or providing services, including, but not limited to, emissions limits and permitting requirements imposed by the South Coast Air Quality Management District (SCAQMD) and/or California Air Resources Board (CARB). Although the SCAQMD and CARB limits and requirements are more broad, Consultant shall specifically be aware of their application to "portable equipment", which definition is considered by SCAQMD and CARB to include any item of equipment with a fuel-powered engine. Consultant shall indemnify City against any fines or penalties imposed by SCAQMD, CARB, or any other governmental or regulatory agency for violations of applicable laws, rules and/or regulations by Consultant, its sub-consultants, or others for whom Consultant is responsible under its indemnity obligations provided for in this Agreement.

### 3.2.10 Insurance.

3.2.10.1 Time for Compliance. Consultant shall not commence work under this Agreement until it has provided evidence satisfactory to the City that it has secured all insurance required under this section. In addition, Consultant shall not allow any subconsultant to commence work on any subcontract until it has provided evidence satisfactory to the City that the subconsultant has secured all insurance required under this section. Failure to provide and maintain all required insurance shall be grounds for the City to terminate this Agreement for cause.

3.2.10.2 Minimum Requirements. Consultant shall, at its expense, procure and maintain for the duration of the Agreement insurance against claims for injuries to persons or damages to property which may arise from or in

connection with the performance of the Agreement by the Consultant, its agents, representatives, employees or subconsultants. Consultant shall also require all of its subconsultants to procure and maintain the same insurance for the duration of the Agreement. Such insurance shall meet at least the following minimum levels of coverage:

(A) Minimum Scope of Insurance. Coverage shall be at least as broad as the latest version of the following: (1) *Personal Liability*: Insurance Services Office Personal Liability coverage; (2) *Automobile Liability*: Insurance Services Office Business Auto Coverage form number CA 0001, code 1 (any auto); and (3) *Workers' Compensation and Employer's Liability*: Workers' Compensation insurance as required by the State of California and Employer's Liability Insurance.

(B) Minimum Limits of Insurance. Consultant shall maintain limits no less than: (1) *Personal Liability*: \$500,000 per occurrence for bodily injury, personal injury and property damage. If Commercial General Liability Insurance or other form with general aggregate limit is used, either the general aggregate limit shall apply separately to this Agreement/location or the general aggregate limit shall be twice the required occurrence limit; (2) *Automobile Liability*: \$500,000 per accident for bodily injury and property damage; and (3) *Workers' Compensation and Employer's Liability*: If Consultant has employees, workers' Compensation limits as required by the Labor Code of the State of California. If Consultant has employees, Employer's Liability limits of \$1,000,000 per accident for bodily injury or disease.

3.2.10.3 Insurance Endorsements. The insurance policies shall contain the following provisions, or Consultant shall provide endorsements on forms supplied or approved by the City to add the following provisions to the insurance policies:

(A) Personal Liability. The personal liability policy shall be endorsed to state that: (1) the City, its directors, officials, officers, employees, agents and volunteers shall be covered as additional insured with respect to the Work or operations performed by or on behalf of the Consultant, including materials, parts or equipment furnished in connection with such work; and (2) the insurance coverage shall be primary insurance as respects the City, its directors, officials, officers, employees, agents and volunteers, or if excess, shall stand in an unbroken chain of coverage excess of the Consultant's scheduled underlying coverage. Any insurance or self-insurance maintained by the City, its directors, officials, officers, employees, agents and volunteers shall be excess of the Consultant's insurance and shall not be called upon to contribute with it in any way.

(B) Automobile Liability. The automobile liability policy shall be endorsed to state that: (1) the City, its directors, officials, officers, employees, agents and volunteers shall be covered as additional insureds with respect to the ownership, operation, maintenance, use, loading or unloading of any auto owned, leased, hired or borrowed by the Consultant or for which the Consultant is responsible; and (2) the insurance coverage shall be primary insurance as respects the City, its

directors, officials, officers, employees, agents and volunteers, or if excess, shall stand in an unbroken chain of coverage excess of the Consultant's scheduled underlying coverage. Any insurance or self-insurance maintained by the City, its directors, officials, officers, employees, agents and volunteers shall be excess of the Consultant's insurance and shall not be called upon to contribute with it in any way.

(C) Workers' Compensation and Employers Liability Coverage. The insurer shall agree to waive all rights of subrogation against the City, its directors, officials, officers, employees, agents and volunteers for losses paid under the terms of the insurance policy which arise from work performed by the Consultant.

(D) All Coverages. Each insurance policy required by this Agreement shall be endorsed to state that: (A) coverage shall not be suspended, voided, reduced or canceled except after thirty (30) days prior written notice by certified mail, return receipt requested, has been given to the City; and (B) any failure to comply with reporting or other provisions of the policies, including breaches of warranties, shall not affect coverage provided to the City, its directors, officials, officers, employees, agents and volunteers.

3.2.10.4 Separation of Insureds; No Special Limitations. All insurance required by this Section shall contain standard separation of insureds provisions. In addition, such insurance shall not contain any special limitations on the scope of protection afforded to the City, its directors, officials, officers, employees, agents and volunteers.

3.2.10.5 Deductibles and Self-Insurance Retentions. Any deductibles or self-insured retentions must be declared to and approved by the City. Consultant shall guarantee that, at the option of the City, either: (1) the insurer shall reduce or eliminate such deductibles or self-insured retentions as respects the City, its directors, officials, officers, employees, agents and volunteers; or (2) the Consultant shall procure a bond guaranteeing payment of losses and related investigation costs, claims and administrative and defense expenses.

3.2.10.6 Acceptability of Insurers. Insurance is to be placed with insurers with a current A.M. Best's rating no less than A:VIII, licensed to do business in California, and satisfactory to the City.

3.2.10.7 Verification of Coverage. Consultant shall furnish City with original certificates of insurance and endorsements effecting coverage required by this Agreement on forms satisfactory to the City. The certificates and endorsements for each insurance policy shall be signed by a person authorized by that insurer to bind coverage on its behalf, and shall be on forms provided by the City if requested. All certificates and endorsements must be received and approved by the City before work commences. The City reserves the right to require complete, certified copies of all required insurance policies, at any time.

3.2.10.8 Reporting of Claims. Consultant shall report to the City, in addition to Consultant's insurer, any and all insurance claims submitted by Consultant in connection with the Services under this Agreement.

3.2.11 Safety. Consultant shall execute and maintain its work so as to avoid injury or damage to any person or property. In carrying out its Services, the Consultant shall at all times be in compliance with all applicable local, state and federal laws, rules and regulations, and shall exercise all necessary precautions for the safety of employees appropriate to the nature of the work and the conditions under which the work is to be performed. Safety precautions as applicable shall include, but shall not be limited to: (A) adequate life protection and life saving equipment and procedures; (B) instructions in accident prevention for all employees and subconsultants, such as safe walkways, scaffolds, fall protection ladders, bridges, gang planks, confined space procedures, trenching and shoring, equipment and other safety devices, equipment and wearing apparel as are necessary or lawfully required to prevent accidents or injuries; and (C) adequate facilities for the proper inspection and maintenance of all safety measures.

### 3.3 Fees and Payments.

3.3.1 Compensation. Consultant shall receive compensation, including authorized reimbursements, for all Services rendered under this Agreement at the rates set forth in the attached Exhibit "A". The total compensation shall not exceed Forty Two Thousand Dollars (\$42,000) without written approval of City Manager. Extra Work may be authorized, as defined and described below, and if authorized, will be compensated at the rates and manner set forth in this Agreement.

3.3.2 Payment of Compensation. Consultant shall submit to City a monthly itemized statement which indicates work completed and hours of Services rendered by Consultant. The statement shall describe the amount of Services and supplies provided since the initial commencement date, or since the start of the subsequent billing periods, as appropriate, through the date of the statement. City shall, within 45 days of receiving such statement, review the statement and pay all approved charges thereon.

3.3.3 Reimbursement for Expenses. Consultant shall not be reimbursed for any expenses unless authorized in writing by City.

3.3.4 Extra Work. At any time during the term of this Agreement, City may request that Consultant perform Extra Work. As used herein, "Extra Work" means any work which is determined by City to be necessary for the proper completion of the Project, but which the parties did not reasonably anticipate would be necessary at the execution of this Agreement. Consultant shall not perform, nor be compensated for, Extra Work without written authorization from City's Representative.

3.3.5 Prevailing Wages. Consultant is aware of the requirements of California Labor Code Section 1720, et seq., and 1770, et seq., as well as California

Code of Regulations, Title 8, Section 16000, et seq., ("Prevailing Wage Laws"), which require the payment of prevailing wage rates and the performance of other requirements on "public works" and "maintenance" projects. If applicable, the Services are being performed as part of an applicable "public works" or "maintenance" project, as defined by the Prevailing Wage Laws, and if the total compensation is \$1,000 or more, Consultant agrees to fully comply with such Prevailing Wage Laws. City shall provide Consultant with a copy of the prevailing rates of per diem wages in effect at the commencement of this Agreement. Consultant shall make copies of the prevailing rates of per diem wages for each craft, classification or type of worker needed to execute the Services available to interested parties upon request, and shall post copies at the Consultant's principal place of business and at the project site. Consultant shall defend, indemnify and hold the City, its elected officials, officers, employees and agents free and harmless from any claim or liability arising out of any failure or alleged failure to comply with the Prevailing Wage Laws.

### **3.4 Accounting Records.**

3.4.1 Maintenance and Inspection. Consultant shall maintain complete and accurate records with respect to all costs and expenses incurred under this Agreement. All such records shall be clearly identifiable. Consultant shall allow a representative of City during normal business hours to examine, audit, and make transcripts or copies of such records and any other documents created pursuant to this Agreement. Consultant shall allow inspection of all work, data, documents, proceedings, and activities related to the Agreement for a period of three (3) years from the date of final payment under this Agreement.

### **3.5 General Provisions.**

#### **3.5.1 Termination of Agreement.**

3.5.1.1 Grounds for Termination. City may, by written notice to Consultant, terminate the whole or any part of this Agreement at any time and without cause by giving written notice to Consultant of such termination, and specifying the effective date thereof, at least seven (7) days before the effective date of such termination. Upon termination, Consultant shall be compensated only for those services which have been adequately rendered to City, and Consultant shall be entitled to no further compensation. Consultant may not terminate this Agreement except for cause.

3.5.1.2 Effect of Termination. If this Agreement is terminated as provided herein, City may require Consultant to provide all finished or unfinished Documents and Data and other information of any kind prepared by Consultant in connection with the performance of Services under this Agreement. Consultant shall be required to provide such documents and other information within fifteen (15) days of the request.

3.5.1.3 Additional Services. In the event this Agreement is terminated in whole or in part as provided herein, City may procure, upon such terms

and in such manner as it may determine appropriate, services similar to those terminated.

3.5.2 Delivery of Notices. All notices permitted or required under this Agreement shall be given to the respective parties at the following address, or at such other address as the respective parties may provide in writing for this purpose:

**Consultant:**

Leslie McLellan  
P.O. Box 425  
Lake Arrowhead, CA 92352

Attn: Leslie McLellan

**City:**

City of San Jacinto  
595 S. San Jacinto Avenue  
San Jacinto, CA 92583

Attn: Sharon Paisley, Development Director

Such notice shall be deemed made when personally delivered or when mailed, forty-eight (48) hours after deposit in the U.S. Mail, first class postage prepaid and addressed to the party at its applicable address. Actual notice shall be deemed adequate notice on the date actual notice occurred, regardless of the method of service.

3.5.3 Ownership of Materials and Confidentiality.

3.5.3.1 Documents & Data; Licensing of Intellectual Property.

This Agreement creates a non-exclusive and perpetual license for City to copy, use, modify, reuse, or sublicense any and all copyrights, designs, and other intellectual property embodied in plans, specifications, studies, drawings, estimates, and other documents or works of authorship fixed in any tangible medium of expression, including but not limited to, physical drawings or data magnetically or otherwise recorded on computer diskettes, which are prepared or caused to be prepared by Consultant under this Agreement ("Documents & Data"). All Documents & Data shall be and remain the property of City, and shall not be used in whole or in substantial part by Consultant on other projects without the City's express written permission. Within thirty (30) days following the completion, suspension, abandonment or termination of this Agreement, Consultant shall provide to City reproducible copies of all Documents & Data, in a form and amount required by City. City reserves the right to select the method of document reproduction and to establish where the reproduction will be accomplished. The reproduction expense shall be borne by City at the actual cost of duplication. In the event of a dispute regarding the amount of compensation to which the Consultant is entitled under the termination provisions of this Agreement, Consultant shall provide all Documents & Data to City upon payment of the undisputed amount. Consultant shall have no right to retain or fail to provide to City any such documents pending resolution

of the dispute. In addition, Consultant shall retain copies of all Documents & Data on file for a minimum of fifteen (15) years following completion of the Project, and shall make copies available to City upon the payment of actual reasonable duplication costs. Before destroying the Documents & Data following this retention period, Consultant shall make a reasonable effort to notify City and provide City with the opportunity to obtain the documents.

3.5.3.2 Subconsultants. Consultant shall require all subconsultants to agree in writing that City is granted a non-exclusive and perpetual license for any Documents & Data the subconsultant prepares under this Agreement. Consultant represents and warrants that Consultant has the legal right to license any and all Documents & Data. Consultant makes no such representation and warranty in regard to Documents & Data which were prepared by design professionals other than Consultant or its subconsultants, or those provided to Consultant by the City.

3.5.3.3 Right to Use. City shall not be limited in any way in its use or reuse of the Documents and Data or any part of them at any time for purposes of this Project or another project, provided that any such use not within the purposes intended by this Agreement or on a project other than this Project without employing the services of Consultant shall be at City's sole risk. If City uses or reuses the Documents & Data on any project other than this Project, it shall remove the Consultant's seal from the Documents & Data and indemnify and hold harmless Consultant and its officers, directors, agents and employees from claims arising out of the negligent use or re-use of the Documents & Data on such other project. Consultant shall be responsible and liable for its Documents & Data, pursuant to the terms of this Agreement, only with respect to the condition of the Documents & Data at the time they are provided to the City upon completion, suspension, abandonment or termination. Consultant shall not be responsible or liable for any revisions to the Documents & Data made by any party other than Consultant, a party for whom the Consultant is legally responsible or liable, or anyone approved by the Consultant.

3.5.3.4 Indemnification. Consultant shall defend, indemnify and hold the City, its directors, officials, officers, employees, volunteers and agents free and harmless, pursuant to the indemnification provisions of this Agreement, for any alleged infringement of any patent, copyright, trade secret, trade name, trademark, or any other proprietary right of any person or entity in consequence of the use on the Project by City of the Documents & Data, including any method, process, product, or concept specified or depicted.

3.5.3.5 Confidentiality. All Documents & Data either created by or provided to Consultant in connection with the performance of this Agreement shall be held confidential by Consultant. All Documents & Data shall not, without the prior written consent of City, be used or reproduced by Consultant for any purposes other than the performance of the Services. Consultant shall not disclose, cause or facilitate the disclosure of the Documents & Data to any person or entity not connected with the performance of the Services or the Project. Nothing furnished to Consultant that is otherwise known to Consultant or is generally known, or has become known, to the

related industry shall be deemed confidential. Consultant shall not use City's name or insignia, photographs of the Project, or any publicity pertaining to the Services or the Project in any magazine, trade paper, newspaper, television or radio production or other similar medium without the prior written consent of City.

3.5.4 Cooperation; Further Acts. The Parties shall fully cooperate with one another, and shall take any additional acts or sign any additional documents as may be necessary, appropriate or convenient to attain the purposes of this Agreement.

3.5.5 Attorney's Fees. If either party commences an action against the other party, either legal, administrative or otherwise, arising out of or in connection with this Agreement, the prevailing party in such litigation shall be entitled to have and recover from the losing party reasonable attorney's fees and all other costs of such action.

3.5.6 Indemnification.

3.5.6.1 Scope of Indemnity. To the fullest extent permitted by law, Consultant shall defend, indemnify and hold the City, its directors, officials, officers, employees, volunteers and agents free and harmless from any and all claims, demands, causes of action, costs, expenses, liability, loss, damage or injury of any kind, in law or equity, to property or persons, including wrongful death, in any manner arising out of, pertaining to, or incident to any alleged negligent acts, omissions or willful misconduct of Consultant, its officials, officers, employees, subconsultants, agents, consultants and contractors arising out of or in connection with the performance of the Services, the Project or this Agreement, including without limitation the payment of all consequential damages, expert witness fees, attorneys fees and other related costs and expenses. Notwithstanding the foregoing, to the extent Consultant's Services are subject to Civil Code Section 2782.8, the above indemnity shall be limited, to the extent required by Civil Code Section 2782.8, to claims that arise out of, pertain to, or relate to the negligence, recklessness, or willful misconduct of the Consultant.

3.5.6.2 Additional Indemnity Obligations. Consultant shall defend, with counsel of City's choosing, at Consultant's own cost, expense and risk, any and all such aforesaid claims, suits, actions or other legal proceedings of every kind that may be brought or instituted against City or its directors, officials, officers, employees, agents or volunteers. Consultant shall pay and satisfy any judgment, award or decree that may be rendered against City or its directors, officials, officers, employees, volunteers and agents as part of any such claim, suit, action or other proceeding. Consultant shall also reimburse City for the cost of any settlement paid by City or its directors, officials, officers, employees, agents or volunteers as part of any such claim, suit, action or other proceeding. Such reimbursement shall include payment for City's attorney's fees and costs, including expert witness fees. Consultant shall reimburse City and its directors, officials, officers, employees, agents and/or volunteers, for any and all legal expenses and costs incurred by each of them in connection therewith or in enforcing the indemnity herein provided. Consultant's obligation to indemnify shall survive expiration or termination of this Agreement, and shall not be restricted to

insurance proceeds, if any, received by the City, its directors, officials officers, employees, agents or volunteers.

3.5.7 Entire Agreement. This Agreement contains the entire Agreement of the parties with respect to the subject matter hereof, and supersedes all prior negotiations, understandings or agreements. This Agreement may only be modified by a writing signed by both parties.

3.5.8 Governing Law. This Agreement shall be governed by the laws of the State of California. Venue shall be in Riverside County.

3.5.9 Time of Essence. Time is of the essence for each and every provision of this Agreement.

3.5.10 City's Right to Employ Other Consultants. City reserves right to employ other consultants in connection with this Project.

3.5.11 Successors and Assigns. This Agreement shall be binding on the successors and assigns of the parties.

3.5.12 Assignment or Transfer. Consultant shall not assign, hypothecate, or transfer, either directly or by operation of law, this Agreement or any interest herein without the prior written consent of the City. Any attempt to do so shall be null and void, and any assignees, hypothecates or transferees shall acquire no right or interest by reason of such attempted assignment, hypothecation or transfer.

3.5.13 Construction; References; Captions. Since the Parties or their agents have participated fully in the preparation of this Agreement, the language of this Agreement shall be construed simply, according to its fair meaning, and not strictly for or against any Party. Any term referencing time, days or period for performance shall be deemed calendar days and not work days. All references to Consultant include all personnel, employees, agents, and subconsultants of Consultant, except as otherwise specified in this Agreement. All references to City include its elected officials, officers, employees, agents, and volunteers except as otherwise specified in this Agreement. The captions of the various articles and paragraphs are for convenience and ease of reference only, and do not define, limit, augment, or describe the scope, content, or intent of this Agreement.

3.5.14 Amendment; Modification. No supplement, modification, or amendment of this Agreement shall be binding unless executed in writing and signed by both Parties.

3.5.15 Waiver. No waiver of any default shall constitute a waiver of any other default or breach, whether of the same or other covenant or condition. No waiver, benefit, privilege, or service voluntarily given or performed by a Party shall give the other Party any contractual rights by custom, estoppel, or otherwise.

3.5.16 No Third Party Beneficiaries. There are no intended third party beneficiaries of any right or obligation assumed by the Parties.

3.5.17 Invalidity; Severability. If any portion of this Agreement is declared invalid, illegal, or otherwise unenforceable by a court of competent jurisdiction, the remaining provisions shall continue in full force and effect.

3.5.18 Prohibited Interests. Consultant maintains and warrants that it has not employed nor retained any company or person, other than a bona fide employee working solely for Consultant, to solicit or secure this Agreement. Further, Consultant warrants that it has not paid nor has it agreed to pay any company or person, other than a bona fide employee working solely for Consultant, any fee, commission, percentage, brokerage fee, gift or other consideration contingent upon or resulting from the award or making of this Agreement. Consultant further agrees to file, or shall cause its employees or subconsultants to file, a Statement of Economic Interest with the City's Filing Officer as required under state law in the performance of the Services. For breach or violation of this warranty, City shall have the right to rescind this Agreement without liability. For the term of this Agreement, no member, officer or employee of City, during the term of his or her service with City, shall have any direct interest in this Agreement, or obtain any present or anticipated material benefit arising therefrom.

3.5.19 Authority to Enter Agreement. Consultant has all requisite power and authority to conduct its business and to execute, deliver, and perform the Agreement. Each Party warrants that the individuals who have signed this Agreement have the legal power, right, and authority to make this Agreement and bind each respective Party.

3.5.20 Counterparts. This Agreement may be signed in counterparts, each of which shall constitute an original.

### **3.6 Subcontracting.**

3.6.1 Prior Approval Required. Consultant shall not subcontract any portion of the work required by this Agreement, except as expressly stated herein, without prior written approval of City. Subcontracts, if any, shall contain a provision making them subject to all provisions stipulated in this Agreement.

**[SIGNATURES ON NEXT PAGE]**

**SIGNATURE PAGE TO  
PROFESSIONAL SERVICES AGREEMENT BY AND  
BETWEEN THE CITY OF SAN JACINTO AND LESLIE  
MCLELLAN**

**CITY OF SAN JACINTO**

**LESLIE MCLELLAN**

By:   
Timothy Hults  
City Manager

By:   
Leslie McLellan

*Attest:*

  
Richard Miller, City Clerk

*Approved as to Form:*

  
Best Best & Krieger LLP  
City Counsel

**EXHIBIT "A"**  
**SCOPE OF SERVICES**  
**AND COMPENSATION**  
**Tourism Marketing Program (Phase II)**

[attached behind this page]

## **SCOPE OF SERVICES TOURISM MARKETING**

The following proposal outlines a preliminary plan to provide contracted services to The City of San Jacinto for the development and implementation of a Tourism Marketing program from July 2013 – June 2014 with focus on building a multicultural visitor experience.

The goal is to increase awareness and multicultural visitation to the San Jacinto Valley. The foundation will be laid to begin to make authentic connections with America's largest and fastest growing demographic, the Hispanic market, by celebrating both American and Latin Heritage.

With this in mind, the objective will be to increase visibility of the San Jacinto Valley to the Southern California market through community involvement, increased visitor and local attendance at events, exploration of product branding events, the creation of targeted promotional collateral, a tourism website, social media channels and other traditional forms of marketing.

Key points of interest, activities and established events within the San Jacinto Valley will be the focus, along with its rich history and the fact that it is one of the oldest American cities in Southern California representing many customs, traditions, and trades of early California. As the program grows, much thought will go into designing tourism strategies and events that will attract visitors across Southern California.

### **TOURISM MARKETING PROGRAM (Phase II)**

The first stage is to begin the process of researching, developing and implementing an effective Tourism Marketing plan. In order to achieve this, it will be important to work closely with the community. Their input and buy-in to the plan is essential to its overall success. The following outlines the recommended steps:

- Continual meetings with key community partners and business owners to keep them abreast of the tourism program
- Regular tourism committee meetings to help guide the effort and provide important insight
- Work with local event organizers to promote events
- Develop a marketing plan specifically for Snowbird's
- Begin the foundation for multicultural tourism marketing primarily via event marketing
- Keep tourism website information current
- Collateral development as needed
- Enhancement of photograph library for marketing purposes
- Social media site management

- Media list/ media relations management in order to promote the destination and events via press releases and other marketing platforms
- Ongoing development of advertising budget and identification of potential advertising opportunities via a variety of mediums including print, radio, and on-line marketing
- Inland Empire Tourism Council liaison
- Additional marketing as deemed necessary by the city
- Possible addition of events as program grows

**COMPENSATION:**

The Services set forth above shall be compensated on a lump sum basis of Three Thousand Five Hundred Dollars (\$3,500) per month for up to 50 hours of work per month.

This includes the following:

Development and implementation of a Tourism based marketing program

\*\* Specific budget dollars for various components of the marketing plan such as advertising, membership fees, registration fees, etc. will be developed in conjunction with the City are not included in the \$3,500.00 per month payment.

The City may request, in writing, that the Consultant perform Extra Work, as set forth in the Agreement. Extra Work shall be performed at the rate of \$125.00 per hour.



*Staff Report*

TO: Honorable Mayor and Members of the Hemet City Council

FROM: Kris Jensen, Public Works Director;   
Ronald E. Bradley, Interim City Manager

DATE: August 27, 2013

RE: Approval of Third Amendment to Contract between City of Hemet and Adame Landscape, Inc. for Landscape Maintenance Services.

**RECOMMENDED ACTION:**

It is respectfully recommended that the City Council:

- Approve the Third Amendment to Contract Agreement with Adame Landscape, Inc. maintaining the original contract pricing and extending the term of the agreement for one year, through September 30, 2014, and
- Authorize the City Manager to execute the Third Amendment to Contract Agreement with Adame Landscape, Inc. for a contract amount not to exceed \$396,846 for Fiscal Year 2013/2014, and
- Authorize the City Manager to review and approve any increase (not to exceed ten percent) negotiated during the extended renewal term.

**BACKGROUND:**

The City of Hemet is responsible for maintaining landscape in right of way areas for approximately 50 separate landscape maintenance districts throughout the City. In September, 2009, the City Council awarded bid to Adame Landscape, Inc. (Adame) to provide landscape maintenance services to those districts. The initial contract with Adame was established with a three year term expiring on September 30, 2012, and it carried the option for two (2) one-year extensions.

In September 2012, Council authorized staff to exercise the first one-year extension, renewing the contract through September 30, 2013. Through this recommendation, staff is requesting to exercise the second one-year extension to continue the contract through September 30, 2014.

The contractor, once again, has agreed to honor the original contract pricing through the extended term. He has done so with the contingency that the City be open to discussion of revisiting pricing in the event that Federal mandates related to employee healthcare are imposed prior to the contract expiration. Staff feels that this is a fair and reasonable request, as these mandates have the potential to impact the cost of doing business.

The original contract pricing consists of two elements - 1) monthly charges for each district for standard maintenance services (mowing, weeding, edging, etc.), and 2) unit pricing for additional work requests. Current total annual pricing for standard landscape maintenance in all districts totals approximately \$266,016, while unit pricing totals approximately \$130,830.

These two elements bring the contract's total value to \$396,846. All additional work must be authorized by City staff. The unit pricing portion of the contract value has never been fully expended in a single contract year.

Adame's performance of landscape maintenance services has been satisfactory throughout the original contract period, as well as, through the first extension period. They continue to provide adequate emergency response and repairs when needed. At this time, staff recommends extending the current contract for the second one year term with current pricing, and honoring the request to revisit pricing should healthcare mandates warrant the discussion.

### **PROJECT DESCRIPTION:**

Approval of this contract amendment will allow Adame Landscape, Inc. to continue to perform landscape maintenance such as mowing, weeding, sweeping/blowing of hard surfaces and irrigation inspections. From time to time, the contractor may perform additional work or repairs as authorized by City staff, and with pre-established unit pricing. The contractor has also been available to staff for review of landscaping projects prior to final project approvals by the City, allowing for proactive measures to be taken prior to the transfer of maintenance responsibility to the City.

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

This recommendation is consistent with, and provides support for, the following of the City of Hemet 2030 General Plan elements:

#### **Implementation Programs**

***CD-P-2 Entries, Edges and Districts.*** The City shall implement design techniques to identify entries, edges, districts and neighborhoods. Improvements that call attention to these areas may include landscaping, entry features, signage, street furniture, public art, and other design features.

***CD-P-6 Landscape Guidelines and Standards.*** The City shall create Landscape Design Guidelines and update the zoning code to provide landscaping requirements for new and existing development, public parkways, drainage basins, and other public use areas. Minimum required landscaping and property maintenance requirements shall also be included.

***CSI-P-18 Infrastructure and Facilities Funding.*** Pursue a variety of funding approaches including impact fees, assessments, benefit districts, transportation funds, CDBG, federal and state grants, Redevelopment, and other programs to revitalize and upgrade infrastructure within the City. Evaluate the total burden of property taxes and special assessments on new development to ensure a financially viable lien to value ratio.

**Policies**

**CD-8.7 Walkable Streets.** Require design and development of neighborhoods that are pedestrian friendly and include features such as short blocks, broad and well-appointed sidewalks (e.g. lighting, landscaping), tree shaded streets, buildings that define and are oriented to adjacent streets and public spaces, limited driveways curb cuts, paseos and pedestrian lanes, alleys, traffic-calming features, convenient pedestrian street crossings and access to transit.

**POTENTIAL ALTERNATIVE ACTIONS:**

- Solicit new bids for landscape maintenance services - This alternative would require staff time to establish a new bid solicitation documents and time to administer the bid solicitation process. To do so, staff would need to establish a month-to-month agreement with the current contractor beyond the current contract term to continue landscape maintenance services while the bid process is occurring. Performing bid solicitations is no guarantee of lower bids.

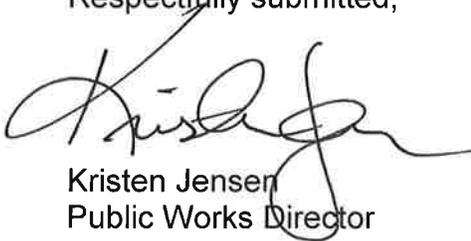
**FISCAL IMPACT:**

Extension of the current contract will not result in additional General Fund or Special District costs. Fiscal Year 13/14 operating budgets for contract landscape maintenance are available through assessment district funds and were established based on the current contract pricing. In the event that an increase is negotiated during the contract term, the additional costs will be borne by the special district funds.

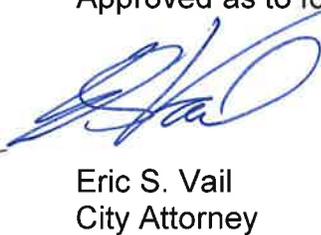
Respectfully submitted,

Approved as to form:

Fiscal Review:



Kristen Jensen  
Public Works Director



Eric S. Vail  
City Attorney



Rita Conrad  
Deputy City Manager/  
Admin Services Director

Attachment(s):

Third Amendment to Agreement for Landscape Maintenance Services

**THIRD AMENDMENT TO  
AGREEMENT FOR LANDSCAPE MAINTENANCE SERVICE**

by and between

the

**CITY OF HEMET**

and

**ADAME LANDSCAPE INC.**

Dated August 27, 2013

**THIRD AMENDMENT TO AGREEMENT FOR  
LANDSCAPE MAINTENANCE SERVICE**

This Third Amendment to Agreement for Landscape Maintenance Service (“Third 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 Adame Landscape, Inc. a California Corporation (“Contractor”), as follows:

**RECITALS**

- A. City and Contractor entered into an Agreement for landscape maintenance service on September 28, 2009 (“Agreement”). Under this Agreement, Adame Landscape is to perform landscape services throughout the City of Hemet.
- B. Section 2 of the Agreement provides the Scope of Services to be performed by the Contractor as outlined in Exhibit A “Scope of Services,” which also defines the Term of Agreement.
- C. The Agreement expires on September 30, 2013. The term may be extended by the mutual agreement of the parties memorialized in writing.
- D. This Third Amendment formally amends and extends this Agreement.
- E. This Amendment incorporates change orders dated October 29, 2012 which added Florida Ave District 25 effective November 1, 2012; and change order dated July 1, 2013, which added McSweeney Park District 36, effective July 1, 2013.
- F. The department has been receiving satisfactory service from Adame Landscape.

**OPERATIVE PROVISIONS**

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

- 1. **AMENDMENT.** **The Agreement is hereby modified and amended as follows:**
  - 1.1 **Schedule of Performance & Term.** Scope of Services to include Exhibit A of the Agreement is hereby amended as follows:
    - a) City and Contractor agree to extend the Term of Agreement to September 30, 2014, as allowed under the terms of the Agreement.
  - 1.2 **Compensation.** Total compensation shall not exceed \$396,846 for the 2013/2014 fiscal year. City and Contractor will meet and confer regarding compensation after December 31, 2013, in the event that Federal mandates regarding employee healthcare coverage significantly increase Contractor’s cost of doing business.

Authorize the City Manager to approve increase in rates not to exceed ten percent of the total annual amount.

2. **EXHIBIT “B” COMPENSATION**

Rates as stated in Exhibit “B” Compensation shall remain the same during the term of this Amendment through September 30, 2014, with the exception as stated in Section 1, Item 2, Compensation of this Third Amendment.

3. **GENERAL PROVISIONS.**

- 3.1 **Remainder Unchanged.** Except as specifically modified and amended in this Third Amendment, the Agreement remains in full force and effect and binding upon the parties.
- 3.2 **Integration.** This Third Amendment consists of pages 1 through 4 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 Third Amendment.
- 3.3 **Effective Date.** This Third Amendment shall not become effective until the date it has been formally approved by the City and executed by the appropriate authorities of the City and Consultant.
- 3.4 **Applicable Law.** The laws of the State of California shall govern the interpretation and enforcement of this Third Amendment.
- 3.5 **References.** All references to the Agreement include all their respective terms and provisions. All defined terms utilized in this Third Amendment have the same meaning as provided in the Agreement, unless expressly stated to the contrary in this Third Amendment.

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

**CITY OF HEMET**

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

**ADAME LANDSCAPE, INC.**

By  \_\_\_\_\_  
(Authorized Officer)

Title General Manager

CARLOS Adams  
Print Name

951-698-3090  
Phone

**ATTEST:**

By: \_\_\_\_\_  
Sarah McComas, City Clerk

By \_\_\_\_\_

Title \_\_\_\_\_

Print Name \_\_\_\_\_

Phone \_\_\_\_\_

**APPROVED AS TO FORM:**

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



*Staff Report*

---

**TO:** Honorable Mayor and City Council  
**FROM:** Ronald E. Bradley, Interim City Manager *REB*  
**DATE:** August 27, 2013  
**SUBJECT:** Amendment to the 2013-2014 Community Development Block Grant (CDBG) Annual Action Plan

---

**RECOMMENDATION:**

- 1) That the Mayor conduct the public hearing of the proposed amendment to the 2013-2014 Community Development Block Grant (CDBG) Annual Action Plan, and
- 2) That the City Council approve the proposed amendment to the 2013-2014 Community Development Block Grant (CDBG) Annual Action Plan for submission to the U.S. Department of Housing and Urban Development (HUD).

**BACKGROUND:**

The City of Hemet (City) is an entitlement city of the CDBG program and as such, receives annual grants on a formula basis from the U.S. Department of Housing and Urban Development (HUD). The purpose of CDBG is 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. The City is responsible for developing its own programs and funding priorities within CDBG and HUD requirements, as well as monitoring sub-recipients of the funds awarded under this grant.

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 submitted budget. At its meeting of 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 substantial amendment to the 2013-2014 CDBG Annual Action Plan (Attachment 1) is a result of the Ad Hoc Committee's meeting of July 9, 2013 and approval by

the full council on July 23, 2013. As stipulated in the City of Hemet's Citizen Participation Plan, the 30 day public comment period began July 22, 2013 and ends with tonight's public hearing, before submittal to HUD of the amended 2013-2014 CDBG Annual Action Plan.

**DISCUSSION:**

As of August 19, 2013 no written public comments have been received and are included, as Attachment 2, with this report. Public comments received from August 20 through August 27, 2013 will be provided at the Public Hearing. Responses to all comments, as required by the Citizen Participation Plan, will be prepared, delivered to the originator and included with the City's submission to HUD of the amended 2013-2014 Community Development Block Grant (CDBG) Annual Action Plan.

**COORDINATION AND REVIEW:**

The recommended action was coordinated with the Finance Department, Community Development Department, Community Investment Department, Office of the City Manager, Public Works and the City Attorney.

**STRATEGIC PLAN AND COUNCIL GOALS INTEGRATION:**

The recommended action supports the Council's goals of supporting and promoting a high quality of life in Hemet, investing in Hemet, and collaborating with outside agencies.

**FISCAL IMPACT:**

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

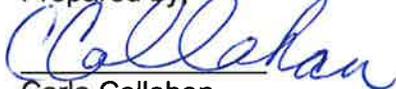
**ALTERNATIVES:**

Revise or not approve the proposed amended 2013-2014 Community Development Block Grant (CDBG) Annual Action Plan. This alternative is not recommended.

**ATTACHMENTS:**

1. Amended 2013-2014 Community Development Block Grant (CDBG) Annual Action Plan

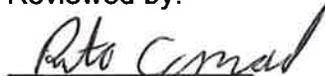
Prepared by:

  
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



CITY OF HEMET

# **2013-2014 Annual Action Plan**

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## **Action Plan Narrative Responses**

**Community Investment Department  
JOHN JANSONS, DIRECTOR  
445 E. FLORIDA AVENUE  
HEMET, CALIFORNIA 92543  
(951)765-2331**

*The City of Hemet is dedicated to providing a superior level of responsive service to the community that results in a safe, caring attractive environment for residents, businesses and visitors.*

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- A: SF-424 and Certifications
- B: Public Notice, Written Comments and Responses
- C: Projects
- D: CPMP Needs Tables



### Action Plan Third Program Year

The CPMP Annual Action Plan includes the [SF 424](#) and Narrative Responses to Action Plan questions that CDBG, HOME, HOPWA, and ESG grantees must respond to each year in order to be compliant with the Consolidated Planning Regulations.

# Narrative Responses

## GENERAL

### Executive Summary

The Community Development Block Grant (CDBG) Program is administered by the Department of Housing and Urban Development (HUD) and is authorized by Title I of the Housing and Community Development Act of 1974, as amended. The CDBG program is one of the longest continuously run programs at HUD, providing communities with resources through annual grants on a formula basis to address a wide range of unique community development needs. The purpose of the CDBG Program is to enhance and maintain viable urban communities through the provision of decent housing, a suitable living environment, and the expansion of economic opportunities principally for low- and moderate- income persons.

The Annual Action Plan must provide a concise summary of the actions, projects, and programs that will take place during the program year to address the priority needs and specific objectives and the linkage between the use of federal resources and the specific objectives developed to address priority needs identified in the 5-Year Consolidated Plan. Hemet demonstrates this by listing the projects and activities that support each specific goal and objective. The Plan must convey the needs and resources that together will address goals and objectives through citizen participation, thereby addressing decent housing, creating a suitable living environment, and expanding economic opportunity and that the resources used will address the needs for persons, particularly those of extremely low, low and moderate income.

The City of Hemet's 2013-2014 Annual Action Plan delineates the 4th year of the City's 2010-2015 Consolidated Plan. The content of Hemet's 2013-2014 Annual Action Plan will describe available resources for federal and non-federal programs including State, local and private resources. This document will also serve as the budget and basis for assessment of performance that addresses the City's annual goals and quantifiable objectives established in Hemet's Five-Year Consolidated Plan 2010-2015. The Plan will list housing rehabilitation activities, public support service providers, and other resources expected to be available to Hemet residents in carrying out those activities. Hemet's 2013-2014 CDBG entitlement funds will continue to be used to provide supportive services for low and moderate income persons, housing rehabilitation programs and public facilities improvements.

Since 1996, the City has successfully administered its CDBG program to provide decent housing, a suitable living environment and expanded economic opportunities to the low and moderate income persons of Hemet. The City of Hemet is dedicated to providing a superior level of responsive service to the community that result in a safe, caring attractive environment for residents, businesses and visitors.

## General Questions

1. Describe the geographic areas of the jurisdiction (including areas of low income families and/or racial/minority concentration) in which assistance will be directed during the next year. Where appropriate, the jurisdiction should estimate the percentage of funds the jurisdiction plans to dedicate to target areas.

Hemet is a historic community situated in the scenic San Jacinto Valley at the heart of Riverside County. The City's corporate limit encompasses approximately 28.3 square miles consisting of a suburban community and Diamond Valley Lake to the South. Incorporated from an agricultural town of 992 residents in 1910, Hemet has grown into a demographically diverse community of 78,053 residents as reported in the 2010 U.S. Census and currently ranks as the 7<sup>th</sup> highest in population and 4<sup>th</sup> highest in the number of housing units, of the 27 cities in Riverside County.

A concentration area is defined as a census block group with a proportion of a particular group greater than that of the countywide average for the group. A high concentration area is defined as a census block group with at least twice the County average for that particular group. Areas with concentrated minority residents may have different needs, particularly in areas where immigrants tend to live.

The CDBG program stipulates that in order for programs and activities to qualify for federal funding that certain areas usually those of high concentration must benefit persons where no less than 51 percent of the residents are low- and moderate income. The 2000 Census data designated sixteen (16) census tracts that are at least 51 percent low and moderate-income. Those areas include census tract numbers 433.04, 06, 07, 08, 09, 10, 12; 434.01, 03, 04, 05; and, 435.03, 04, 05, 07, 08.

Because the above census tracts are represented predominately by low- and moderate income persons, the areas tend to become significantly deteriorated, therefore needs for housing improvement and public services are imperative.

The City intends to dedicate 100 percent of CDBG entitlement funds to assist low- and moderate-income persons.

Table 1 - CDBG funding

Project	Objective	Amount	Percent	Outcome
Public Services	Suitable Living Environment	\$105,000.00	13	Availability/Accessibility
Public Facilities	Suitable Living Environment	\$225,984.00	30	Availability/Accessibility
Housing	Decent Housing	\$280,000.00	37	Sustainability
Administration	N/A	\$152,746.00	20	N/A
<b>Total</b>		<b>\$763,730.00</b>	<b>100</b>	

2. Describe the basis for allocating investments geographically within the jurisdiction (or within the EMSA for HOPWA) (91.215(a)(1)) during the next year and the rationale for assigning the priorities.

The basis for allocating investments geographically based on the City's approved low-income target areas provides CDBG assistance in those low- and moderate-income communities citywide. The rationale of assigning the priorities is based on the percentage of low- and

moderate-income persons within each census tract. During program year 2013, the City will allocate funds based on the highest need for a particular low- and moderate- income area. During the development of the 2013-2014 Annual Action Plan, 28 applications were received totaling over \$1.5 million in requests for CDBG funding. Each application was reviewed using a discretionary checklist that determined eligibility of each project or activity. Projects recommended for CDBG funding were selected on the basis of eligibility, consistency of needs, programs meeting the City's priority needs and goals, coordination of supportive housing assistance, community development activities, performance measures, and compliance with applicable laws.

As the policy-making body for Hemet the City Council reviews the recommendations, receives public comment, and makes all final decisions concerning the City's allocation of funds. The City Council and City staff encourages citizen participation through noticed public meetings and hearings as well as through a published announcement of proposed use of funds prior to the final budget determination.

Hemet received \$763,730, in Community Development Block Grant (CDBG) funds for program year 2013. The City allocated 13 percent (\$105,000) for support of public service activities; 67 percent (\$505,984) for public facility and housing improvement projects; and 20 percent (\$152,746) for CDBG administration costs.

The following table illustrates Hemet's expected 2013-2014 CDBG allocation for entitlement funding:

Table 2 – CDBG Entitlement Budget

2013-2014 Community Development Block Grant Allocation	
Care-A-Van Transit, Inc.	\$10,000.00
Fair Housing Council of Riverside County, Inc.	\$25,000.00
The Community Pantry	\$10,000.00
The Hemet Police Activities League - Hemet PAL	\$10,000.00
COH Crime Free Multi Family Housing Program	\$50,000.00
<b>Total Public Services (15%)</b>	<b>\$105,000.00</b>
COH Code Enforcement - Hemet ROCS	\$180,000.00
COH Senior/Disabled Home Repair Program	\$100,000.00
COH Sidewalk Improvements 13/14	\$225,984.00
<b>Total Housing/Public Facilities (65%)</b>	<b>\$505,984.00</b>
<b>COH Planning &amp; Administration of CDBG (20%)</b>	<b>\$152,746.00</b>
<b>Total Allocation</b>	<b>\$763,730.00</b>

3. Describe actions that will take place during the next year to address obstacles to meeting underserved needs.

One of the main obstacles to meeting underserved needs continues to be the availability of funding. The availability of funding from both Federal and State sources is a primary determinant in the ability of the local jurisdictions to address identified needs. Federal and State funding of housing and community development programs continues to be reduced and future funding from traditional sources is debatable as lawmakers attempt to balance the Federal and State budgets. The City will continue to pursue all available sources of funding

to address the needs of affordable housing. In addition the City is currently in the process of updating its ordinances to better streamline the process for requesting reasonable accommodation for disabled housing.

4. Identify the federal, state, and local resources expected to be made available to address the needs identified in the plan. Federal resources should include Section 8 funds made available to the jurisdiction, Low-Income Housing Tax Credits, and competitive McKinney-Vento Homeless Assistance Act funds expected to be available to address priority needs and specific objectives identified in the strategic plan.

The use of Federal, State and other sources of funding such as CDBG, Neighborhood Stabilization Program grants, HUD 811 Energy Efficiency and Conservation Block Grant, HUD 202 Senior Housing, State HOME Grant, Cal HFA, ESG, Housing Authority of the County of Riverside (including Section 8), Mortgage Credit Certificates, local utility conservation programs, bank financing, local agency in-kind, the City's public works and general funds continue to be of major importance for the 2013 year.

The City continues to research availability of future funding resources and use proactive approaches towards applications for other funds. This will assist the City to strategically place future activities in line with leverage resources and include City timelines and strategies.

## **Managing the Process**

1. Identify the lead agency, entity, and agencies responsible for administering programs covered by the consolidated plan.

The Community Investment Department is responsible for guidance and leadership of all aspects of administration of the CDBG program. The Community Investment Department receives its policy direction from the Hemet City Council and assumes responsibility for insuring successful development and execution of all Hemet programs.

2. Identify the significant aspects of the process by which the plan was developed, and the agencies, groups, organizations, and others who participated in the process.

On an annual basis, Hemet prepares the Annual Action Plan which serves as an update to the 5-Year Consolidated Plan covering years 2010-2015. In order to develop the Annual Action Plan, City staff receives input from the various City departments, non-profit agencies, and community and neighborhood groups within the City of Hemet and the County of Riverside.

Once the Annual Action Plan has been drafted, a notice is published in a newspaper of general circulation to notify the public of the 30 day comment period and Public Hearing. Staff presents the draft Annual Action Plan to the Hemet City Council for a public hearing and final approval.

3. Describe actions that will take place during the next year to enhance coordination between public and private housing, health, and social service agencies.

During the 2013 program year, the city will continue to enhance coordination between public, private housing, health, and social service agencies. The City will initiate projects and policies to maximize affordable housing opportunities for income eligible households. Hemet coordinates with a variety of nonprofit organizations, as well as the Housing Authority of the County of Riverside, the County of Riverside Economic Development Agency and other

agencies that partner with the City to revitalize low-income communities utilizing CDBG, mortgage revenue bonds, CalHome, and mortgage credit certificates.

In addition, staff maintains working partnerships with the Riverside County Employment Development Department, local financial institutions, school districts, community businesses, and public agencies. Other specific private partners include Habitat for Humanity, Fair Housing Council of Riverside County and local non-profit agencies.

To better link services to the targeted population, City staff maintains relationships with local, state and Federal agencies including, the County Department of Health and Human Services, Riverside Department of Housing and Community Development and the U.S. Department of Housing and Urban Development.

## **Citizen Participation**

### **1. Provide a summary of the citizen participation process.**

Hemet has long been a community that looks to and relies upon citizen involvement to set its priorities and shape its direction. In order for this process to be successful, the City of Hemet developed a detailed citizen participation plan that provides for, and encourages citizen participation emphasizing participation by persons of low- or moderate-income, particularly residents of predominantly low- and moderate-income neighborhoods, slum or blighted areas, and areas in which the City proposes to use CDBG funds.

### **Citizen Participation Plan**

The Citizen participation Plan outlines the steps that are being taken by the City of Hemet to assure that its citizens have opportunities to contribute ideas and information on housing and community development issues to the City's Consolidated Planning process. The provisions detailed below fulfill the statutory and regulatory requirements for citizen involvement that are specified by both the U.S. Department of Housing and Urban Development's (HUD) Consolidated Plan rule and by the rules that direct HUD's Community Development Block Grant Program.

### **Encouragement of Citizen Involvement in Consolidated Planning**

The City of Hemet kept interested parties informed about opportunities for involvement in each phase of the Annual Action Plan development process by offering opportunities to comment on all of the City's proposed Annual Action Plan submissions to HUD, any substantial amendment(s) to the Plan, and the City's annual CDBG performance report. Citizen involvement activities related to the Annual Action Plan occurred in accordance with the City's Plan Year, which runs from July 1 to June 30 and is aligned with the City's Fiscal Year.

The intent of the City's citizen participation Plan is to provide members of the community with an opportunity to not only learn about community development conditions and needs in Hemet today, but also to mirror and reinforce the vision of Hemet as it has been described in the Consolidated Plan.

During the 30-day review period of the proposed 2013-2014 Annual Action Plan, citizens are encouraged to review and to submit written comments no later than April 9, 2013, to the City of Hemet Community Investment Department.

Copies of the proposed Annual Action Plan are available for review at the Hemet City Hall, Hemet Public Library, and the Covell Building. In addition the proposed Annual Action Plan is available on the City's website.

**Public Notice**

The City will keep interested citizens and groups informed, on an ongoing basis, about progress throughout the Consolidated Planning process so that citizens may learn about housing and community development issues facing Hemet and may make meaningful contributions to the development of the Plan. Public notice of City Council hearings was provided to citizens at least fourteen days prior to the date of a hearing through a notice in the *Press Enterprise*. The City may also use the City's website and common areas used for advertising, for posting of notices as appropriate.

**Notice of Publishing**

Hemet provided adequate advance notice with enough lead time for the public to take informed action. The amount of lead time can vary, depending on the event. Specific amounts of time are given for different events later in this Citizen Participation Plan.

**Access to Records**

As required by law, Hemet provided the public with reasonable and timely access to information and records relating to the data or content of the Five-Year Consolidated Plan, as well as the proposed, actual, and past use of funds covered by this Citizen Participation Plan. Regarding the past use of funds, the law requires reasonable public access to records about any uses of these funds during the previous five years.

Also, as required by law, Hemet provided the public with reasonable and timely access to local meetings relating to the proposed or actual use of funds (such as Community Advisory Committee meetings, Planning Commission meetings, City Council meetings, etc.).

**Anti-displacement**

The plans of Hemet to minimize the extent to which low and moderate income people will have to leave their homes as a result of the use of these federal dollars (displacement) was also available at this time. This anti-displacement plan will describe how Hemet will compensate people who are actually displaced as a result of the use of these funds, specifying the type and amount of compensation.

**Response to Complaints**

Written complaints from the public will receive a meaningful, written reply within 15 working days of when the comment was received.

**Amendments**

Notice for substantial amendments was made according to the procedures described earlier in this Citizen Participation Plan, with the addition of the following procedures specifically for Substantial Amendments:

1. Provide a 30 day advance notice of and availability of a proposed Substantial Amendment before there is a public hearing about it.
2. A detailed written description of the proposed Substantial Amendment will be made available to the public at no cost within two working days of a request. In addition, copies will be available at the locations indicated earlier in this Citizen Participation Plan under "*Encouragement of Citizen Involvement in Consolidated Planning.*"

3. Conduct a public hearing regarding the proposed Substantial Amendment by the Mayor and City Council. This public hearing will not take place until the public has had 30 days to review the proposed Substantial Amendment.
4. Conduct the public hearing prior to submission to HUD.
5. Provide careful consideration to all comments and views expressed by the public, whether given as verbal testimony at the public hearing or submitted in writing during the review and comment period. The Final Substantial Amendment includes a section that presents all comments and explains why any comments were not accepted.

### **2013-2014 Annual Action Plan Citizen Participation Process**

The proposed 2013-2014 Annual Action Plan was available for public review for 30 days beginning March 7, 2013 and ending April 9, 2013. A Notice of Public Hearing was published in the Press Enterprise, a newspaper of general circulation, on March 7 and March 9, 2013. The City of Hemet City Council held a public hearing April 9, 2013 before unanimously approving the Plan for submittal to HUD. The final Annual Action Plan was submitted to HUD on May 13, 2013. On May 29, 2013 HUD announced the final funding levels for the 2013 Fiscal Year, including the City of Hemet's allocation of \$763,730, \$100,594 more than originally submitted. The ad hoc committee's allocation recommendations initiated a substantial amendment, requiring a 30 day public review beginning July 22 and culminating on August 20, 2013 with a Public Hearing at the regularly scheduled August 20, 2013 City Council meeting.

### **2. Provide a summary of citizen comments or views on the plan.**

Twelve written comments were received between March 7 and April 9, 2013 and copies were provided to all City Council members for review prior to the April 9, 2013 public hearing. All written comments and corresponding responses are included in Attachment B. In general the comments are from representatives of non-profit agencies urging the City to allocate more of the 15% allowable for public service activities to local non-profits. The City's responses stated that the Ad-Hoc Committee based its recommendations on the best interest of the community as a whole, deciding to focus 2013-2014 CDBG public services funding towards increasing the accessibility of suitable living environments for a larger segment of the population with activities such as the Crime Free Multi Family Housing Program, The Fair Housing Council of Riverside County, the Hemet Police Activities Program, The Community Pantry, and Care-A-Van Transit.

3. Provide a summary of efforts made to broaden public participation in the development of the consolidated plan, including outreach to minorities and non-English speaking persons, as well as persons with disabilities.

In order to broaden public participation, Hemet contacted neighborhood associations, community groups, public housing resident committees, and other community groups to publicize the community meetings and the availability of the Community Needs Survey. The community meetings were also advertised at community and senior centers, public libraries, and the City's website. Public notices were published on July 4, 2009; October 25, 2009; November 17, 2009 and April 3, 2010 in the Press Enterprise, a newspaper of general circulation. The City will accommodate persons with disabilities and provide a translator for non-English speaking persons, as requested.

4. Provide a written explanation of comments not accepted and the reasons why these comments were not accepted.

The City will follow the Citizen Participation Plan regarding public comments.

## **Institutional Structure**

1. Describe actions that will take place during the next year to develop institutional structure.

The development of the City of Hemet institutional structure for the 2013-2014 program year includes the participation of the following general departments, nonprofit organizations, and private developers:

*The City of Hemet (CoH) Community Investment Department (CID)* has the lead responsibility for the implementation of the Consolidated Plan and administers housing and economic development activities for the City through sub-recipient agreements with nonprofit organizations, procurement contracts with vendors, and through other City departments.

*Housing Division of the CID* coordinates affordable housing activities in the City, and administers the City's State HOME program and Neighborhood Stabilization Program (NSP).

*CoH Community Development Department* consists of the Planning Division, Building & Safety Division, and Code Enforcement Division.

*The Planning Division* performs functions which directly affect the development and conservation of housing. This department oversees the permitting process and regulates compliance with and enforcement of zoning and building codes.

*The Code Enforcement Division* responds to citizen complaints and pro-actively identifies violations on public and private property. Code Enforcement activities protect the health and safety of the community and ensure the highest level of voluntary compliance.

*The Building Division* operates under a series of nationally recognized standard codes which are adopted by City Council ordinances, as well as under indirect mandates from state regulatory agencies in matters pertinent to energy, physically handicapped persons, places of assembly, and housing.

*CoH Public Works Department* is responsible for maintaining the City's public infrastructure, including the City's parks, community centers, streets, sewers, storm drains, and waterlines.

*CoH Police Department* is responsible for administration of crime awareness and law enforcement programs within the City, and is also an active participant in the Homeless Task Force of Hemet.

*City Manager's Office* is responsible for the day-to-day operations of the City, including financial commitments and program staffing.

*Housing Authority of the County of Riverside* provides supplemental rental assistance to income-eligible persons seeking affordable housing. One of the primary responsibilities of

the Housing Authority is the administration of the HUD Section 8 Rental Assistance Program. The Housing Authority also owns and operates affordable housing projects throughout the County and cooperates with local jurisdictions in the rehabilitation and upgrade of multi-family housing units. The Housing Authority also administers or participates in several supportive service programs offered within Hemet.

*Housing and Homeless Coalition of Riverside County Continuum of Care (CoC)* is comprised of representatives from public and private agencies, local governments, and community residents including homeless and formerly homeless individuals that are committed to facilitating a well-coordinated Continuum of Care planning process throughout the County. The mission of the Coalition is to assess the need for homeless and affordable housing services and to develop and recommend a continuum of care plan for the County on behalf of at risk and homeless individuals and families.

*The Department of Public and Social Services (DPSS)* is the umbrella anti-poverty agency for the County of Riverside. The goal is self-sufficiency accompanied by moving poor families out of poverty. DPSS interacts with people on many levels, thereby impacting their daily lives through child care, education, employment training, health and human services, homelessness, and housing.

### **Nonprofit Organizations**

The list of agencies consulted in the development of both the 5-Year Consolidated Plan and Annual Action Plan includes many that serve the housing and related social services needs of low income Hemet residents. Initial consultation was carried out through a broad citizen participation process, in which both citizens and service providers were invited to share their views of community needs and solutions during a City Council public hearing. Additional, direct consultation followed, providing an opportunity for staff to clarify and expand on the City's understanding of community needs and funding priorities.

Nonprofit organizations play a vital role in implementing the goals and objectives stated in the Annual Action Plan. A sample of the agencies are listed below:

- Alternative to Domestic Violence
- Assistance League of Hemacinto
- California Family Life Center
- Care-A-Van Transportation
- Center Against Sexual Assault of Southwest Riverside County
- Central County United Way
- Community Pantry
- Habitat for Humanity
- T.H.E. Center, Inc. (therapeutic riding facility)
- Valley Resource Center for the Retarded, Inc. DBA EXCEED
- Valley Restart Shelter, Inc.
- Valley-Wide Counseling Services
- Valley-Wide Recreation

### **Private Sector**

Private sector participants may include lending institutions and for-profit development entities. Lending institutions may be the source of low-cost loans for affordable housing and rehabilitation projects. Developers are the primary providers of the housing stock and are encouraged to participate in low income housing in a variety of ways. Bond financing and low-income housing tax credits are two examples of incentives used to encourage the construction of low-cost housing.

## Monitoring

1. Describe actions that will take place during the next year to monitor its housing and community development projects and ensure long-term compliance with program requirements and comprehensive planning requirements.

During the 2013-2014 program year, the City will continue to use monitoring as an integral management control technique and an ongoing process that assesses the quality of a participant's performance over a period of time. Monitoring provides information about program participants that is critical for making informed judgments about program effectiveness and management efficiency. It also helps in identifying instances of fraud, waste, and abuse. It is the principal means by which the Community Investment Department:

- A. ensures that programs and activities are carried out efficiently, effectively, and in compliance with applicable laws and regulations;
- B. assists program participants in improving their performance, developing or increasing capacity, and augmenting their management and technical skills; and
- C. provides technical assistance within the Hemet community.

### Monitoring Standards and Procedures

It is the City of Hemet's responsibility, as a recipient of an annual CDBG to monitor the subrecipient activities and determine whether its use of CDBG funding is appropriate and meets federal regulations.

A monitoring process ensures that the City of Hemet meets its primary legal obligation to ensure that all subrecipients comply with all federal regulations governing the administrative, financial and programmatic operations, and achieve their performance objectives within schedule and budget. The following objectives provide a detailed explanation of the desired monitoring goal.

- To determine if a subrecipient is carrying out its community development program, and its individual activities, as described in the application for CDBG assistance and the Subrecipient Grant Agreement.
- To determine if a subrecipient is carrying out its activities in a timely manner, in accordance with the schedule included in the Agreement.
- To determine if a subrecipient is charging costs to the project that is eligible under applicable laws and CDBG regulations and reasonable in light of the services or products delivered.
- To determine if a subrecipient is conducting its activities with adequate control over program and financial performance, and in a way that minimizes opportunities for waste, mismanagement, fraud and abuse.
- To assess if the subrecipient has continuing capacity to carry out the approved project, as well as other grants for which it may apply.

- To identify potential problem areas and to assist the subrecipient in complying with applicable laws and regulations.
- To assist subrecipients in resolving compliance problems through discussion, negotiation, and the provision of technical assistance and training.
- To provide adequate follow-up measures to ensure that performance and compliance deficiencies are corrected by subrecipients, and not repeated.
- To comply with the federal monitoring requirements of 24 CFR 570.501(b) and 24 CFR 85.40.
- To determine if conflicts of interest exist in the operation of the CDBG program, per 24 CFR 570.611.
- To ensure that required records are maintained to demonstrate compliance with applicable regulations.

The three most important strategies for effective monitoring are:

1. On-site field visits during the program year.
2. Open communication between City of Hemet staff and the subrecipient.
3. Assisting subrecipients in creating effective and efficient record-keeping systems.

### **Monitoring Procedures**

The City of Hemet's Community Investment Department conducts ongoing desk reviews of projects during the program year. Another component of monitoring is on-site monitoring visits of subrecipients after completion of the program year.

The information listed below is considered the basis for the development of an annual monitoring plan for staff:

1. General Information
2. Performance Evaluation Review
3. Record-Keeping System
4. Financial Management Systems
5. Non-Discrimination and Action to Further Fair Housing
6. Project Management
7. Performance Evaluation Review – Conclusion

On an annual basis, the City requires sub-recipients to execute an agreement with specific performance requirements prior to the release of CDBG funds. Hemet disburses all CDBG funds on a reimbursement basis. Invoices must be submitted for payment and include a description of the activity and invoices for which funds were used. Pursuant to the CDBG contract, progress reports are required to be submitted at least quarterly and a cumulative report at year-end. Audit reports are required at the close of the year. The City further ensures compliance with the Consolidated Plan by placing guidelines or conditions in its contracts that ensure implementation of the annual monitoring goals.

During the tenure of this Plan, the City will continue to conduct desk, telephone, and on-site monitoring of subrecipients to ensure that the administration of the agency is maintaining compliance with CDBG rules and regulations.

## Lead-based Paint

1. Describe the actions that will take place during the next year to evaluate and reduce the number of housing units containing lead-based paint hazards in order to increase the inventory of lead-safe housing available to extremely low-income, low-income, and moderate-income families, and how the plan for the reduction of lead-based hazards is related to the extent of lead poisoning and hazards.

Childhood lead poisoning has been identified as the number one environmental health hazard facing American children. Children under 5 are the most vulnerable to the effects of lead poisoning, including lower IQ levels. Federal estimates indicate that ten to fifteen percent of all pre-schoolers have blood lead levels high enough to warrant concern for their intellectual development. While lead poisoning affects children of every socioeconomic and demographic stratum, the poor and minorities are disproportionately affected. In many urban and poor rural communities, a significant number of children suffer from over exposure to lead.

### Actions Proposed to Evaluate and Reduce Lead-based Paint Hazards

Although Hemet does not directly fund programs that specifically address the lead-based paint hazard, the City integrates evaluating and reducing lead-based paint hazards into existing housing rehabilitation programs.

- Owner-Occupied Home Rehabilitation Program – Hemet’s Owner-Occupied Rehabilitation Housing Loan Program provides thirty year, zero interest, deferred loans of up to \$30,000 for substantial rehabilitation to single family owner-occupied residences within the City of Hemet. Eligible improvements include but are not limited to painting, roofing, siding, landscaping, windows, doors, fencing, plumbing, electrical, cabinets, built-in appliances, heating/cooling systems, weatherization and energy conservation items. Program funds may not be utilized for refinancing purposes. There is a limit of one Program loan per eligible homeowner. Deferred loans are due and payable upon sale of the property or transfer of title. Under certain circumstances, all or a portion of the loans are repayable upon refinancing.
- Senior Minor Home Repair Program – The purpose of this program is to eliminate substandard living by providing minor repairs to roofs, water heaters, heating/air conditioning units, windows and doors; installation of hand rails, safety bars, door locks and smoke detectors; and repair of appliances necessary for the health and safety of the residents, thereby helping to preserve the homes of the community.

The following are county-wide programs intended to evaluate and reduce lead-based paint hazards:

*Lead-Based Paint Hazard Control Program.* The Riverside County Department of Public Health (DOPH) Office of Industrial Hygiene (OIH) administers the Lead-Based Paint Hazard Control Program throughout Riverside County. The goal of the program is to evaluate and control lead hazards in low-income housing units by inspecting, testing, and providing treatment and abatements of lead hazards. The program activities primarily include inspection and testing of housing constructed prior to 1956 in target areas, hazard control treatments and abatement, blood lead screening, temporary relocation of families, and community outreach

and education. To identify potential households that may contain lead hazards, OIH conducts various community outreach activities at schools and other community events to grow awareness of the health risk of lead poisoning.

*Lead Hazard Inspections for County Programs.* Lead-based paint containing up to fifty percent lead was in common use and available until the mid-1970's. In 1978, the Consumer Product Safety Commission banned the manufacture of paint for use of interior and exterior residential surfaces and furniture. It is a program goal for the County that all homes identified for rehabilitation under the County's CDBG, HOME or RDA-funded programs be submitted for lead hazard inspection if the home was built prior to 1956 and if there exists children of age 6 or under in the home. This includes any home that is being considered for the County of Riverside's First-Time Homebuyer Program (FTHB) if the same circumstances exist.

*Childhood Lead Poisoning Prevention Program.* As a further tool in the identification of the lead hazards in the home, the OIH operates California's Childhood Lead Poisoning Prevention Program (CLPPP) to test and identify children who are at high potential for lead poisoning based upon the age of the housing stock in the area and any other factors that indicate high risk for lead exposure.

*Lead Hazard Reduction Compliance and Enforcement Program.* In 2006, the OIH was awarded a 3 year, \$240,000 grant from the State of California for the Lead Hazard Reduction Compliance and Enforcement Program. The program's goal is to provide technical expertise in lead-based paint management. The OIH expects the program to be ongoing with additional funding during the next 5 years.

*Lead Hazard Control Program.* State law, as implemented by Senate Bill 460, grants authority to local health departments to require the enforcement and prosecution of persons who refuse to abate lead hazards in housing occupied by low-income families with children. The Lead Hazard Control Program is funded under this grant and implements SB 460 which allowed changes to State health and housing laws to make creating lead hazards a crime.

*Fair Housing Council Lead-based Paint Awareness Hazard Program.* The Fair Housing Council of Riverside County also administers a comprehensive lead-based paint awareness hazard program throughout the County. Their programs and services include outreach, education, information dissemination, training, and referrals.

*Lead Safe Training and HEPA Vacuum Lending Program.* OIH proposes to train Regional Occupational Program (ROP) construction students and the general public using HUD lead safe training modules. OIH also proposes to purchase 5 commercial grade HEPA vacuums which will be available to low-income residents who want to do their own interim control work. The residents would be trained through the Lead Hazard Compliance Program.

*Lead Hazard Control Outreach.* The OIH has Memorandum of Understanding (MOU) and Support Letters with the following agencies: the Riverside County Economic Development Agency; the Housing Authority of the County of Riverside; the Desert Alliance for Community Empowerment; the cities of Riverside, Banning and Hemet; and Community Action Partnership of Riverside County. The OIH subgrants outreach services to the Center for Community Action and Environmental Justice and Fair Housing Council of Riverside. All of these partners distribute program literature at service counters and promote Lead-based Paint Program services to their clients.

# HOUSING

## Specific Housing Objectives

\*Please also refer to the Housing Needs Table 2A (Attachment D).

### 1. Describe the priorities and specific objectives the jurisdiction hopes to achieve during the next year.

The City proposes to use 2013-2014 CDBG entitlement funds to continue to promote community housing and economic development needs for the City’s low- and moderate-income persons by providing:

- Availability of Decent Housing
- Accessibility to Decent Housing
- Sustainability of Decent Housing
- Accessibility to a Suitable Living Environment
- Sustainability of a Suitable Living Environment
- Availability/Accessibility of Economic Opportunity

The activities and projects adopted by the City Council are based upon selecting activities that assist the City in meeting the following outcomes during the 2013-2014 program year:

- Improve the existing housing stock for very-low and low income households;
- Provide assistance to public agencies and nonprofit organizations providing services to very-low and low income households;
- Provide assistance for the homeless and those at risk of becoming homeless;
- Provide public facility improvements to facilitate neighborhood revitalization, such as infrastructure and public works projects;
- Improve sustainability by correcting code enforcement violations identified during inspections.

The City will utilize the following performance measurement numbering definitions:

Objective: Proposed solution to a need identified during the consolidated planning process.

Indicator: Indicators are measured in terms such as number of low and moderate income (LMI) persons with new or improved access, number of low-income households served, number of loan applications processed etc.

Outcome: Outcomes include sustainability, affordability, and availability/accessibility.

	Availability/Accessibility	Affordability	Sustainability
<b>Decent housing</b>	DH-2	DH-1	DH-3
<b>Suitable Living Environment</b>	SL-1	SL-2	SL-3
<b>Economic Opportunity</b>	EO-1	EO-2	EO-3

**Goal 1: Expand affordable home ownership through rehabilitation, preservation, acquisition, construction, and/or assistance for first time home buyers.**

Summary of 1-Year Specific Objectives					
Affordability of Decent Housing (DH-1)					
1-Year Objectives	Source of Funds	Programs	Assisted Number	Outcomes	
<b>H-1.1</b> Owner: Acquire and/or rehabilitate 200 single-family housing units. Install 10 handicapped ramps for seniors. Build 1 single-family housing unit for homeownership in partnership with Habitat for Humanity. Provide 5 first-time homebuyers with down payment assistance.	CDBG, NSP, MCC, Bank Financing, CalHOME, in-kind funding,	Neighborhood Stabilization Program, Owner Occupied Housing Rehabilitation, Senior Home Repair, Handicap Ramps for Senior/Disabled, Habitat for Humanity, Home Buyer Assistance, Senior Mobile Home Repair/Replacement	216 affordable units for LMI households	Provide access to affordable owner housing	

For program year 2013-2014, the City will use the following programs to meet the above-mentioned housing goal and objectives:

**Senior or Disabled Home Repair - \$100,000**

The Senior or Disabled Home Repair program provides non-repayable grants to Hemet residents, age 62 and over or disabled, who own and occupy their homes and whose gross income does not exceed the low income limits. The purpose of this program is to eliminate substandard living by providing repairs to roofs, water heaters, heating/air conditioning units, windows, and doors; installation of handicapped ramps or lifts, hand rails, safety bars, door locks, and smoke detectors; and repair of appliances necessary for the health and safety of the residents, thereby helping to preserve the City's housing stock; making decent housing accessible and sustainable; and providing a suitable living environment.

**Neighborhood Stabilization Program**

HUD created under Title III of Division B of the Housing and Economic Recovery Act of 2008, policy for the purpose of assisting in the redevelopment of abandoned and foreclosed homes under the Emergency Assistance for Redevelopment of Abandoned and Foreclosed Homes, referred as the Neighborhood Stabilization Program (NSP). NSP is a component of the Community Development Block Grant (CDBG) Program, the CDBG regulatory structure is the platform used to implement NSP, and the HOME program provides a platform for NSP affordability requirements. For the 2013-2014 program year the City's development partners expect to acquire, rehabilitate and sell to low and moderate income families six or seven foreclosed properties with a portion of the City's \$1,360,197 NSP3 allocation.

**Home Buyer Assistance**

For the 2013-2014 program year the City will provide loans of \$5,000 towards closing costs or the down payment for qualified buyers of Neighborhood Stabilization Program (NSP) homes. Although, these loans require no monthly payment, they accrue simple interest at 5% per year for five years. If the home is sold within the first five years the loan plus all accrued interest must be repaid. After five years the interest is forgiven and only the original loan amount is repaid at the time of sale or refinance. Funding for this program is NSP1 and NSP3.

**Senior Mobile Home Repair/Replacement**

The CalHOME competitive grant administered by the State of California Department of Housing and Community Development will allow the City of Hemet to offer assistance to individual households in the form of deferred-payment loans, payable on sale or transfer of the home, when no longer owner-occupied, or at maturity. City Housing staff will accept applications from low and moderate income senior households for rehabilitation, repair and replacement of manufactured homes within the City limits. The City of Hemet was awarded \$600,000 for disbursement from July 1, 2012 through June 30, 2015

**Habitat for Humanity**

Habitat for Humanity’s current project of 2 homes in a low income area on Palm Avenue began in January 2012 with the subdivision of one large lot into two lots for the purpose of constructing 2 four bedroom homes over a period of approximately two years. Two families will be selected to participate from eligible applicants, contributing 500 hours in labor and \$1,000 in escrow fees each.

**Mortgage Certificate Program (MCC)**

Administered by the County of Riverside, the Mortgage Certificate Program (MCC) entitles qualified home buyers to reduce the amount of their federal income tax liability by an amount equal to a portion of the interest paid during the year on a home mortgage. This tax credit allows the buyer to qualify more easily for a loan by increasing the effective income of the buyer. The Riverside County MCC Program provides for a fifteen percent (15 percent) rate which can be applied to the interest paid on the mortgage loan. The borrower can claim a tax credit equal to 15 percent of the interest paid during the year. Since the borrowers taxes are being reduced by the amount of the credit, this increases the take-home pay by the amount of the credit. The buyer takes the remaining 85 percent interest as a deduction. When underwriting the loan, a lender takes this into consideration and the borrower is able to qualify for a larger loan than would otherwise be possible.

**Neighborhood Partnership Housing Services, Inc.**

The Neighborhood Partnership Housing Services, Inc. (NPHS) focuses its resources on delivery of affordable loan products related to homeownership, acquisition and rehabilitation, neighborhood revitalization events, an extensive pre and post purchase education program, and leadership activities.

**Goal 2: Expand Affordable Rental Housing through Rehabilitation, Preservation, Acquisition, and/or Construction**

Summary of 1-Year Specific Objectives					
Availability/Accessibility of Decent Housing (DH-2)					
1-Year Objectives		Source of Funds	Programs	Assisted Number	Outcomes
DH-2.1	Rental: Acquire and/or rehabilitate 23 multi-family housing units.	in-kind funding, NSP, HCD Multifamily Housing Program	Neighborhood Stabilization Program, Nonprofit agencies	23 affordable units for LMI rental households	Improve access to affordable rental housing

**Goal 3: Improve Residential Energy Efficiency**

Summary of 1-Year Specific Objectives  
Sustainability of Decent Housing (DH-3)

1-Year Objectives	Source of Funds	Programs	Assisted Number	Outcomes
<p><b>DH-3.1</b> Increase energy efficiency of 5 single-family housing units Increase energy efficiency in 5 multi-family housing units. Incorporate energy efficient elements in 2 single-family housing units built in partnership with Habitat for Humanity. Enforce State energy efficiency standards in new residential construction. Develop and implement building and zoning policies/standards for energy efficiency. Coordinate with local utility providers to encourage participation in conservation programs.</p>	<p>Energy Efficiency and Conservation Block Grant, Habitat for Humanity, Neighborhood Stabilization Program, Owner Occupied Housing Rehabilitation, Senior Home Repair, local utility conservation programs.</p>	<p>Neighborhood Stabilization Program, Habitat for Humanity, Nonprofit agencies</p>	<p>12 LMI households</p>	<p>Improve Sustainability</p>

The City of Hemet General Plan 2030 promotes Energy and Resource Conservation by requiring residential, commercial and industrial project proposals to incorporate energy efficient products and techniques into their designs in accordance with Title 24 of the California Code of Regulations and the 2010 California Green Building Standards Code. The City will enforce energy efficiency standards in new construction and increase energy efficiency in older neighborhoods. The General Plan also requires that new development be designed to minimize consumption of water, energy and other resources and provide long-term sustainable site and building design features.

The following programs all have provisions for energy efficient elements in construction and rehabilitation of housing and will be utilized during the 2013-2014 program year:

*Local Utility Conservation Programs* include:

- SCE- Home Energy Survey, Energy Star Appliance Rebates, Summer Discount Plan, and Multifamily Energy Efficiency Rebate Program.
- Southern California Gas Co- Home Energy Efficiency Survey, Energy Star Appliance Rebates, financing for energy efficient upgrades, Multifamily Energy Efficiency Rebate Program, Savings by Design Analysis and financial incentives for builders.
- EMWD- Residential Water Survey, Outdoor Water Efficiency Kit, and SoCal Water\$mart rebate program.
- LHMWD- Water audit and efficient appliance and toilet rebate program.

**Goal 4: Enhance Very Low, Low, and Moderately Low Income Neighborhoods**

**Summary of 1-Year Specific Objectives**  
**Sustainability of Decent Housing (DH-3)**

1-Year Objectives	Source of Funds	Programs	Assisted Number	Outcomes
<b>DH-3.1</b> Provide foreclosure counseling to 20 very low, low and moderately low income households. Preserve 40 foreclosed or abandoned properties in CDBG target areas. Assign Code Enforcement Officers to improve CDBG target areas. Present Community Acton Plan to 8 communities in CDBG target areas. Provide 4 presentations of the Crime Free Multi Housing Program to landlords, managers, and tenants of multi-family housing units.	CDBG, NSP, in-kind funding	Code Enforcement, Crime Free Multi-Housing, Community Action Plan, Neighborhood Partnership Housing Services, Neighborhood Watch, NSP	60 LMI households and 8 communities	Improve Sustainability

**Code Enforcement - \$180,000**

2013-2014 CDBG funds will continue to provide salaries and benefits for code enforcement officers to inspect for health & safety, zoning, building and municipal code violations in CDBG eligible areas (census tracts 433.04, 433.06, 433.07, 433.08, 433.09, 433.10, 433.12, 434.01, 434.03, 434.04, 434.05, 435.03, 435.04, 435.05, 435.07, 435.08). Officers will work with Housing staff to provide information and resources that may be available to the homeowner in order to correct the violations and arrest the decline of target areas within the City of Hemet. This year Code Enforcement staff will be integral in the implementation of Hemet ROCS (Restoring Our Community Strategy, launched in 2011) a high priority, comprehensive city-wide program aimed at revitalizing neighborhoods in the City of Hemet.

**Crime Free Multi-Housing - \$50,000**

This program began in 1997 in Hemet with forty members, including landlords, tenants, managers, and law enforcement. It is designed to teach rental property owners and managers the basics for achieving a crime-free environment in their property. The Hemet Crime Free Multi Housing Program members meet monthly to receive updates on industry laws and issues. This program also provides annual workshops to train new managers and landlords to implement the Crime Free program at their properties. With this multifaceted approach, property managers have reported a more stable tenant base, less turnover and a better relationship with police. 2013-2014 CDBG funds will provide funding for a part-time consultant to facilitate the program and material/printing costs.

**Community Action Plan**

The Community Action Plan program formerly known as Safe Streets Now is the 'sister' program to Crime Free Multi Housing and works to identify and hold accountable landlords who do not know how or don't care to manage their rental properties in a way that benefits the community. The Crime Free staff works with neighborhoods to bring landlords of properties with significant drug and gang activity to civil court. The ultimate goal of the Community Action Plan is to eliminate nuisance properties within the City through education.

**Neighborhood Watch**

The Neighborhood Watch Program is comprised of a coalition of law enforcement, apartment owners, managers, and tenants committed to providing a safer living environment for residents in apartment complexes. The Neighborhood Watch program provides classes, apartment inspections, tenant meetings, and apartment certifications showing that complexes meet all phases of the program.

The Business Watch program is similar to a Neighborhood Watch specific to businesses. Business owners and tenants are trained on crime prevention through environmental design and how to watch over each other's buildings. Employees are trained in theft prevention and personal safety fields.

**Goal 5: Provide Fair Housing and Rental Assistance Services**

Summary of 1-Year Specific Objectives  
Sustainability of Decent Housing (DH-3)

1-Year Objectives	Source of Funds	Programs	Assisted Number	Outcomes
<p><b>DH-3.1</b> Provide Fair Housing services for 40 Hemet residents. Provide 4 meetings to educate landlords, lenders, managers, owners, realtors and tenants about housing industry rights/responsibilities. Provide rental assistance for 1036 households.</p>	<p>CDBG, Housing Authority of the County of Riverside, HUD</p>	<p>Fair Housing of Riverside County, Section 8 Housing Vouchers, Project Based Affordable Public Housing Programs</p>	<p>1036 units of service for LMI persons</p>	<p>Improve Sustainability</p>

**The Fair Housing Council of Riverside County, Inc. - \$25,000**

The Fair Housing Council of Riverside County is a California-based fair housing agency that provides information, education, conciliation, investigation or referral of housing discrimination complaints and enforcement regarding federal and state rights to housing free from discriminatory practices. The Fair Housing Council will network with social and community agencies throughout the City of Hemet to address resident concerns regarding housing issues, such as discrimination due to race, sex, marital status, ancestry, color national origin, familial status, religion, disability, sexual orientation, age or source of income. The Fair Housing Council also provides information on landlord and tenant rights and responsibilities under the California Civil Code. With the recent mortgage crisis, The Fair Housing Council's reach has expanded to include current issues addressing default and foreclosure activities. In addition to online information, brochures, newsletters and other publications regarding these services are available at City Hall, the Covell building, the library, and other locations within the City.

2. Describe how Federal, State, and local public and private sector resources that are reasonably expected to be available will be used to address identified needs for the period covered by this Action Plan.

During the 2013-2014 program year, Hemet may utilize a range of Federal, State, and Local resources to expand affordable housing opportunities in the city:

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#### *Community Development Block Grants*

The City will allocate up to 15 percent of the annual CDBG funds for public services; 65 percent for housing related projects and capital improvements; and 20 percent for administration of the program.

#### *Neighborhood Stabilization Program (NSP)*

HUD created under Title III of Division B of the Housing and Economic Recovery Act of 2008, policy for the purpose of assisting in the redevelopment of abandoned and foreclosed homes under the Emergency Assistance for Redevelopment of Abandoned and Foreclosed Homes, referred as the Neighborhood Stabilization Program (NSP). NSP is a component of the Community Development Block Grant (CDBG) Program, the CDBG regulatory structure is the platform used to implement NSP, and the HOME program provides a safe harbor for NSP affordability requirements.

#### *(State) Investment Partnership Act*

The majority of State HOME funds will be allocated for increasing the supply of affordable rental housing through substantial rehabilitation and new construction, and for providing homeowner assistance.

#### *Mortgage Revenue Bonds*

Tax-exempt mortgage revenue bonds can be issued by the City for housing developments that restrict a portion of their units for very low income and low income households. The basic federal requirements are that 20 percent of the units must be restricted to very low income households (50 percent of area median income), or 40 percent of the units restricted to households at 60 percent of area median income.

The funds raised as a result of the bond sales carry below market interest rates, but these favorable terms are often not sufficient to produce a feasible mixed income development. Under these conditions, developers may couple their bond applications with Low Income Housing Tax Credits to raise the equity needed for the project's affordability and feasibility. Bond-funded developments with tax credits may have a longer affordability period (55 years) than the 30-year regulatory term on a project with bonds alone.

#### *Proposition 1C Funding*

Proposition 1C authorized about \$2.85 billion in State funding for a variety of housing programs. Potential uses of Proposition 1C funds include Brownfield cleanup and infill incentives, multifamily housing programs, implementation of Transit Oriented Development (TOD), the state's Homeowner Downpayment Assistance program, supportive housing, farm worker housing, emergency housing assistance, and programs for homeless youth.

#### *Mortgage Credit Certificates*

The Mortgage Credit Certificate (MCC) program provides financial assistance to first time homebuyers for the purchase of new or existing single-family homes. The MCC provides qualified first time homebuyers with a federal income tax credit. Income tax credits reduce an individual's tax payment(s) by an amount equal to the credit. The MCC program can be used to increase homeownership. This program is administered by Riverside County.

#### *Multifamily Housing Program*

California Department of Housing and Community Development (HCD) Multifamily Housing Program (MHP) is used to assist the new construction, rehabilitation, and preservation of permanent and transitional rental housing for lower income households. Special allocations have been made for supportive housing with associated health and social services for low

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income renters with disabilities, or individuals or households that are moving from emergency shelters or transitional housing, or are at risk of homelessness. MHP funding can be used by local governments, for-profit and nonprofit corporations, limited equity housing cooperatives, and individuals to construct, rehabilitate, or preserve permanent and transitional rental housing.

*Affordable Housing Innovation Program (AHIP)*

AHIP funds the creation of pilot programs to demonstrate innovative, cost-saving approaches to creating or preserving affordable housing through grants and loans referred to as Building Equity and Growth in Neighborhoods (BEGIN). BEGIN funding includes grants to local public agencies to make deferred-payment second mortgage loans to qualified buyers of new homes, including manufactured homes on permanent foundations, in projects with affordability enhanced by local regulatory incentives or barrier reductions. These grants are used to increase homeownership among low- and moderate income residents.

*CalHome*

The intent of the CalHome Program is to increase homeownership, encourage neighborhood revitalization and sustainable development, and maximize use of existing homes. Localities or nonprofits organizations that receive CalHome awards will in turn make deferred-payment or forgivable loans available to individual homeowners or homebuyers. On April 18, 2012 the City received notification that it was allocated \$600,000 for owner-occupied rehabilitation of low or very low income homeowners between July 1, 2012 and June 30, 2015.

*Emergency Housing and Assistance Program (EHAP)*

EHAP funding includes both operating grants and deferred loans for capital development. Grants can be used for facility operations of emergency shelters, transitional housing projects, and supported services for homeless individuals and families. Loans to local public agencies and nonprofit developers may be used for capital development activities for emergency shelters, transitional housing, and safe havens that provide shelter and supportive services for homeless individuals and families.

*Predevelopment Loan Program (PDLP)*

PDLP funding includes short term loans to provide capital to finance the start of low income housing projects. These loans can fund redevelopment costs of projects to construct, rehabilitate, convert, or preserve assisted housing, including manufactured housing and mobile home parks.

*Workforce Housing Reward Program*

This program provides financial incentives to cities and counties that issue building permits for new housing affordable to very low or low income households. Grants can be used for construction or acquisition of capital assets.

## **Needs of Public Housing**

1. Describe the manner in which the plan of the jurisdiction will help address the needs of public housing and activities it will undertake during the next year to encourage public housing residents to become more involved in management and participate in homeownership.

During the 2013-2014 program year, the City will help address the need of public housing through support of the Housing Authority of the County of Riverside (HACR). The HACR administers several public housing programs including the Resident Opportunity and Self-

Sufficiency (ROSS) program. This program facilitates the successful transition of residents from public housing residency to economic independence. This initiative builds upon the efforts of the local welfare plan and other self-sufficiency efforts of the Housing Authority and targets public housing residents who are receiving welfare assistance.

The Community Service and Self-Sufficiency Requirement is intended to assist adult public housing residents in improving their own economic and social well-being and give these residents a greater stake in their communities. The program provides residents with an opportunity to give something back to their communities and facilitates upward mobility. The Family Self-Sufficiency (FSS) program assists Section 8 residents move to economic independence from all governmental assistance. The Homeownership Program (HP) assists eligible participants in the Section 8 program that are also a part of the FSS program. Outreach efforts have also extended to the residents of the Public Housing Program.

### **Section 8 Housing Vouchers**

The Section 8 Housing Choice Voucher Program administered by the Housing Authority of the County of Riverside assists applicants by issuing a Housing Choice Voucher once the applicant has met all eligibility requirements. The program participant can select an appropriate rental unit (house or apartment) and live where they wish. The unit that the applicant selects must meet housing quality standards; must have an appropriate number of bedrooms; and the rent must be reasonable with regard to current market rents.

### **Project-Based Assistance**

The County of Riverside Housing Authority currently owns and manages 469 rental units within the County of Riverside that are occupied by families participating in the Affordable Public Housing Program, including two properties located within the City of Hemet, Hemet Vistas located at 225 W. Fruitvale Avenue and Village Meadows located at 700 S. Arbor Parkway. Families that participate in the Affordable Public Housing Program pay rent according to their income; approximately 30 percent of their adjusted income goes toward rent and utilities. In the Affordable Public Housing Program, the families may only select from the limited available units. The low rent charged by the Housing Authority is subsidized by the U.S. Department of Housing and Urban Development (HUD). If the family moves out of the subsidized unit, they will no longer be assisted.

### **Displacement of Occupants by Governmental Action**

No residents occupying units owned by the Public Housing Authority (PHA) were displaced by governmental action. In the event that any resident is displaced, the PHA issues HUD Section 8 Housing Assistance payments and gives preferences to those residents that are displaced. The Housing Authority of the County of Riverside has taken the following steps to ensure consistency of the PHA Plan with the Consolidated Plan for the City of Hemet:

The PHA has based its statement of needs of families in the City of Hemet on the needs expressed in the Consolidated Plan.

- The PHA has participated in any consultation process organized and offered by the City of Hemet in the development of the Consolidated Plan.
- The PHA has consulted with the City of Hemet during the development of the PHA's Plan.
- Activities to be undertaken by the PHA in the coming year are consistent with the initiatives contained in the Consolidated Plan. The Housing Authority of the County of

Riverside will apply for vouchers to serve the needs of extremely low, very low and low-income families throughout the City.

- The preference are for those shown to be of greatest need including those that live or work or attend school in the City, elderly or disabled families with children, those rent-burdened or homeless and those at or below 30 percent of the median income and are consistent with the City and Countywide needs.
2. If the public housing agency is designated as "troubled" by HUD or otherwise is performing poorly, the jurisdiction shall describe the manner in which it will provide financial or other assistance in improving its operations to remove such designation during the next year.

The Housing Authority of the County of Riverside is not identified as a Troubled Agency.

### **Barriers to Affordable Housing**

1. Describe the actions that will take place during the next year to remove barriers to affordable housing.

The Hemet Housing Department will continue efforts to implement new strategies and strengthen participation of its partners to expand support for affordable housing programs in the City. These programs will include housing and related support services for people transitioning out of homelessness, including implementation of the Ten-Year Plan to End Chronic Homelessness as well as services for seniors and youth.

With the adoption of the 2006-2014 Housing Element the City's objective is to ensure that the zoning code and development standards do not constrain production of housing, especially affordable housing and housing for special-needs residents. Specific actions will include:

- Modification of the zoning district regulations to remove conditional use permit requirements for apartments in multifamily zones.
- Establishment of permit procedures for multifamily residential zones that will encourage multifamily residential development, streamline processing, and promote certainty for applicants.
- The zoning code will be updated to include residential care facilities serving more than six persons in one or more zones, and describe the development standards or approval requirements for these users.
- Establish development standards for Single Room Occupancy (SRO) units and boarding houses that remove the use permit requirement.
- Update the zoning code to permit supportive housing as a residential use that is only subject to those requirements that apply to other residential uses of the same type in the same zone.
- Update the zoning code to include reference to Health and Safety Code Section 17021.5, which specifies that employee housing of 6 or fewer employees is treated as

a single-family residence and is only subject to those requirements that apply to other residential uses of the same type in the same zone.

- Update the zoning code to include reference to Health and Safety Code Section 17021.6, which specifies that farmworker housing of up to 36 beds or 12 family units is included in the definition of agricultural use and may not be restricted by conditional use permit requirements or other zoning clearance.
- Update the zoning code to remove the age restrictions on the SLR and SR-3 zone district.
- Update the zoning code to establish minimum densities for each residential zone district.

## **HOME/ American Dream Down payment Initiative (ADDI)**

The City of Hemet is not a direct recipient of HOME or ADDI funds.

## **HOMELESS**

### **Specific Homeless Prevention Elements**

\*Please also refer to the Homeless Needs Table 1A (Attachment D).

1. Sources of Funds—Identify the private and public resources that the jurisdiction expects to receive during the next year to address homeless needs and to prevent homelessness. These include the McKinney-Vento Homeless Assistance Act programs, other special federal, state and local and private funds targeted to homeless individuals and families with children, especially the chronically homeless, the HUD formula programs, and any publicly-owned land or property. Please describe, briefly, the jurisdiction’s plan for the investment and use of funds directed toward homelessness.

The following sources of funds may be used to address homeless issues in the City and County of Riverside for the 2013-2014 program year:

- a portion of CDBG entitlement funds.
- Federal resource funds including ESG, HOPWA, HUD Supportive Housing Program and Shelter Plus Care.
- local funds from the City of Hemet, the County of Riverside, the Riverside County Department of Health and Human Services, and the County Department of Human Assistance.
- County and State funds provided through the Mental Health Services Act.

All existing funds, public and private, will continue to be utilized for the County's current and proposed Continuum of Care programs. Any new funding will be directed to accomplish the proposed goals of the Ten-Year Plan to End Chronic Homelessness as appropriate.

**2. Homelessness—In a narrative, describe how the action plan will address the specific objectives of the Strategic Plan and, ultimately, the priority needs identified. Please also identify potential obstacles to completing these action steps.**

Objectives directed to Homelessness in the City of Hemet’s 2010-2015 Consolidated Plan and Annual Action Plans are to: 1) support efforts to develop/continue the Continuum of Care System for homeless through the provision of emergency shelters, transitional housing, and permanent supportive housing services, including housing for the chronically homeless, and, 2) provide community and supportive services for low- and moderate-income persons and those with special needs, including the homeless and persons living with HIV/AIDS. Emergency Shelter Grant (ESG) provides funding through the County of Riverside and CalWORKs. These funds provide additional assistance for emergency shelter needs for homeless persons throughout the City and County of Riverside.

The potential obstacles in completing the action steps for new projects are timing of the sources of funding, sources and availability of the funds and restrictions on uses of the funds. Other obstacles for completing the action steps are locating sites for projects and finding new funding sources for much needed additional supportive services and other funding gaps. Most service providers are operating with renewed HUD grants. Since these grants do not have a cost of living, adjustment it is particularly challenging to operate viable programs at funding levels that are often ten years old. The final obstacle is obtaining public support for the projects in the respective communities.

**Goal 1: Support non-profit agencies and City-operated programs that provide assisted housing and services and/or emergency shelter to assist homeless persons/families or those at risk of becoming homeless.**

Summary of 1-Year Specific Objectives					
Availability/Accessibility of Suitable Living Environment (SL-1)					
1-Year Objectives	Source of Funds	Programs	Assisted Number	Outcomes	
<b>SL-1</b> Provide shelter for 10 homeless or at-risk of becoming homeless persons/families. Provide emergency services for 20 homeless or at-risk of becoming homeless persons/families.	CDBG, in-kind funding, ESG, Housing Authority of the County of Riverside	HUD 202-Senior Housing, Riverside County Department of Public Social Services, and Homeless Programs, Riverside County Housing Authority programs, Valley Restart Shelter, nonprofit agencies.	30 persons with new access to services	Improve availability/accessibility	

**Community Pantry - \$10,000**

2013-2014 CDBG funds will provide emergency one time utility payments to families and individuals at risk of becoming homeless. Our primary mission is to provide emergency food and shelter to local residents in need. We assist families in low-income brackets as well as those on fixed-incomes or those who are unemployed or underemployed. Each year, we provide services to thousands of families, veterans, and homeless individuals and families in the valley and surrounding areas.

**Valley Restart Shelter**

The shelter’s goals are to provide emergency services, shelter, food, education, job enhancement skills, counseling, case management, referrals, supportive transitional and

permanent housing to help low-income individuals avoid homelessness, restart their lives and to break the cycle of homelessness. Valley Restart Shelter, Inc. utilizes a social rehabilitation model to operate as a full continuum of care.

Valley Restart operates its shelter program with an emphasis on assisting and serving homeless families. Its closed campus program supports moving its residents toward self-sufficiency in as short a time as possible with intensive case management, supportive classes, referral services, mandatory savings program as well as scheduled activities that assist with maintaining the campus. Valley Restart adheres to policies that promote a safe; drug, alcohol, and violence free environment.

**GOAL 2: Support a Continuum of Care to Aid Homeless Persons/Families to Transitional and Permanent Housing**

Summary of 1-Year Specific Objectives						
Availability/Accessibility of Suitable Living Environment (SL-1)						
1-Year Objectives	Source of Funds	Programs	Assisted Number	Outcomes		
<b>SL-1</b>	Provide transitional housing and services for 10 homeless persons or persons/families at-risk of becoming homeless. Actively participate in the Riverside County Continuum of Care to effectively address homeless issues in Hemet and the San Jacinto Valley.	CDBG, in-kind funding, Housing Authority of the County of Riverside	Riverside County Department of Public Social Services and Homeless Programs, Section 8 Housing Vouchers, Affordable Public Housing, Valley Restart Shelter, nonprofit agencies	41 persons with new access to services	Improve availability/accessibility	

The City will continue to assist its homeless population and work with agencies providing emergency and transitional shelter for its homeless population and will also continue to advocate the State and County programs and other resources that assist homeless groups.

3. Chronic homelessness—The jurisdiction must describe the specific planned action steps it will take over the next year aimed at eliminating chronic homelessness by 2015. Again, please identify barriers to achieving this.

On March 13, 2012 HUD announced that Riverside County’s two new permanent supportive housing projects were approved for funding. ABC Recovery located in Indio will provide 16 beds of Permanent Supportive Housing (PSH) for homeless and chronically homeless individuals with \$233,015 in SHP. Supportive services will include assessment of job skills, instruction and assistance in job searches, resume building, interview skills, and job retention. Riverside County Department of Mental Health (RCDMH) HHOPE permanent housing project will provide 25 units of PSH for individuals and families with mental illness including the target populations of chronic homeless and veterans. Housing will be provided in scattered site leasing locations of the participant’s choice focusing on areas with the most need for housing. Case managers will provide intensive case management. Services will be developed based on a comprehensive mental health and life skills assessment and on the individual’s recovery goals and choices.

In support of the Federal Strategic Plan to Prevent and End Homelessness, with the intention of ending veterans and chronic homelessness by 2015 and homelessness among children, families and youth by 2020, the Department of Social Services (DPSS) has established chronically homeless persons as the highest need priority. The Riverside County *10 Year*

*Strategy to End Homelessness* has called for the development of 500 units of permanent supportive housing dedicated to chronically homeless persons over the next five years. To facilitate this goal, all new projects seeking Continuum of Care funding must be permanent supportive housing projects. Additionally new projects serving exclusively the chronic homeless population are ranked the highest in the consolidated application to HUD and therefore most likely to receive funding in the event that the application is not fully funded.

DPSS will also strengthen discharge planning with major institutions to limit the number of chronically homeless persons discharged into homelessness; increase the number of homeless street outreach teams engaging chronically homeless persons in supportive services; and increase the number of rental certificates available through the Shelter Plus Care Program which provides housing and services to chronically homeless persons in a neighborhood of their choosing.

EDA and the ESG and CDBG recipients will continue to cooperate and collaborate with other organizations to develop and implement a comprehensive, County-wide *Uniform Discharge Coordination Policy and Practices* (DCPP). The DCPP is developed for the purpose of connecting the homeless and those persons threatened with homelessness with supported housing and community-based resources. The overall objective of the Discharge Coordination Policy and Practices is to reduce the number of persons being released and discharged into homeless shelters, unsuitable accommodations, or homelessness.

**GOAL 3: Support a Continuum of Care Strategy to End Chronic Homelessness by 2015**

Summary of 5-Year Specific Objectives

Availability/Accessibility of Suitable Living Environment (SL-1)

5-Year Objectives	Source of Funds	Programs	Assisted Number	Outcomes
<p><b>SL-1</b> Provide residential alcohol or other drug addiction treatment services to 1 chronically homeless person.</p> <p>Provide emergency shelter with supportive services to 1 chronically homeless person.</p>	<p>CDBG, Housing Authority of the County of Riverside, ESG, HUD 202-Senior Housing</p>	<p>Riverside County Department of Public Social Services and Homeless Programs, Valley Restart Shelter</p>	<p>2 persons with new access to services</p>	<p>Improve availability/accessibility</p>

**4. Homelessness Prevention—The jurisdiction must describe its planned action steps over the next year to address the individual and families with children at imminent risk of becoming homeless.**

During the 2013-2014 program year, the City in partnership with the Department of Public Social Services (DPSS) and the Riverside County Continuum of Care will continue to focus on expanding the number of beds, units, and services available within the homeless system of care. In January 2011, the Riverside County Continuum of Care consisted of 788 emergency shelter beds, 716 transitional housing beds, 14 HPRP–Rapid Rehousing beds and 508 units of permanent supportive housing. The funding for these services comes from a combination of Federal, state, local, and private sources.

During the last 5-Year Consolidated Plan period the Department of Public Social Services coordinated a strategic planning initiative that included local government, public agencies, private agencies, homeless advocates, formerly homeless persons, and the business community to develop a ten year plan to end homelessness. This initiative culminated in the

publication of the Riverside County 10 Year Strategy to End Homelessness which serves as the strategic plan for all homeless activities in the County of Riverside.

The following Five Year Plan Objectives identify the unmet needs identified in Table 1A:

#### Preventing New Episodes of Homelessness

- Implement a county-wide homeless prevention strategy that includes utility assistance, deposit assistance, housing search assistance, landlord/tenant mediation, and short term rental subsidies designed to prevent at least half (50 percent) of the 7,000 homeless who become homeless each year from becoming homeless during the next five years.
- Establish county-wide protocols and procedures to prevent people from being discharged from public and private institutions of care into homelessness.

#### Ending Chronic Homelessness

- Expand street outreach programs throughout the County to bring social services directly to homeless persons in a more "assertive" way in order to 1) decrease the number of chronically homeless persons each year by at least 10 percent; and 2) help prevent additional persons from living on the streets for one (1) year or more.
- Create 150 additional shelter beds throughout the County for individuals living on the streets and encourage participation in a case management plan to reduce the length of time a person spends in emergency shelter.
- Create at least 500 units of permanent supportive housing for chronically homeless persons county-wide.

#### Addressing the Needs of Homeless Families

- Create 75 additional transitional housing units consisting of 225 beds to serve families who are living on the streets and encourage participation in a case management plan.
- Develop 1,500 units of permanent affordable housing for extremely low, very low, and low-income individuals who are homeless or at imminent risk of homelessness.

#### Improve the Capacity of the Continuum of Care

- Engage full participation from all homeless prevention, emergency shelter, transitional housing, permanent supportive housing, and related supportive service programs in the County of Riverside's Homeless Management Information System (HMIS).
- Create a Housing Trust Fund that receives ongoing dedicated sources of public funding to support the production and preservation of affordable housing; further fund homeless prevention activities; and provide ancillary funding for additional supportive services.

#### Discharge Planning Policies

- Ensure that all appropriate local and State government entities that discharge persons from publicly-funded institutions or systems of care participate in the Discharge Policy Committee.

#### Permanent Support Housing

- Develop a “safe haven” program for chronically homeless adults that are seriously mentally ill and may have substance abuse issues.

High housing costs makes the number of persons at-risk of becoming homeless a major concern. Increased demand for affordable housing, coupled with rising rents and home prices throughout the region place extreme challenges on residents and families on the brink of homelessness.

Along with traditional entitlement programs offered through the County, the following programs are offered by the County and available to Hemet residents.

- Homelessness Prevention and Rapid Re-Housing (HPRP): the Housing Authority of the County of Riverside offers the HPRP program. This program offers a variety of short- and medium-term financial assistance to those who would otherwise become homeless, many due to a sudden economic crisis. Assistance can include short-term rental assistance (up to 3 months), medium-term rental assistance (up to 12 months), security deposits, utility deposits, utility payments, moving cost assistance, and hotel vouchers. The program also provides assistance to rapidly re-house persons who are homeless and likely to remain stably housed, whether subsidized or unsubsidized.
- Riverside County Emergency Food and Shelter Program (RCEFS): The County provides rental assistance, first-time buyer programs, and housing rehabilitation programs. Money is also available through this program to provide first month’s rent for households being evicted.

#### 5. Discharge Coordination Policy—Explain planned activities to implement a cohesive, community-wide Discharge Coordination Policy, and how, in the coming year, the community will move toward such a policy.

On July 1, 2011 the County of Riverside Department of Public Social Services, Riverside County Department of Mental Health, Hospital Association of Southern California, Riverside County Sheriff’s Department, Riverside County Department of Veterans’ Services, and Community Connect of Riverside County established a cooperative agreement to establish a coordinated and collaborative discharge planning system to individuals leaving institutional care. The mission of this Agreement, effective through June 30, 2017, is to successfully reintegrate persons leaving institutional care to community based living and self-sufficiency through effective use of community services.

### **Emergency Shelter Grants (ESG)**

The City of Hemet is not a recipient of ESG.

**COMMUNITY DEVELOPMENT**

**Community Development**

\*Please also refer to the Community Development Table 2B (Attachment D).

The total amount of CDBG funds allocated for projects, programs, and delivery costs equals the amount of the anticipated grant amount plus any program income and any carryover funds. All public service, planning and administration activities are eligible if they meet a national objective, and are within the 15 percent and 20 percent funding caps. All CDBG capital improvement, housing, commercial revitalization, public service and economic development activities are expected to be completed within 12 months of receiving the grant entitlement. In the 2013-2014 program year, Hemet will allocate CDBG funds for public service, planning and administration activities, and capital improvement projects that include housing, infrastructure and public facility improvements located in CDBG eligible areas within the city.

1. Identify the jurisdiction's priority non-housing community development needs eligible for assistance by CDBG eligibility category specified in the Community Development Needs Table (formerly Table 2B), public facilities, public improvements, public services and economic development.

Hemet's main objective is to provide a suitable living environment through public facilities, infrastructure, economic development, and public services. The City has also identified special-needs individuals as among those who face the greatest challenges and who should receive high priority in the expenditure of federal funds, including the elderly (especially frail elderly) and persons with disabilities.

In The City of Hemet General Plan 2030 the City details its commitment to coordinate new development and redevelopment by:

- providing adequate infrastructure for water, sewer, stormwater, energy, and communications;
- working with local employers and health providers to facilitate the provision of excellent health care services to meet the needs of Hemet's diverse population;
- providing a City library system that contributes to quality of life through accessible and diverse library collections, technologically improved services, and a welcoming environment;
- facilitating social services that provide a benefit to the existing residents of Hemet, and are an asset to the overall community.

**Goal: PROVIDE IMPROVEMENT TO COMMUNITY AND PUBLIC FACILITIES.**

Summary of 1-Year Specific Objectives					
Availability/Accessibility of Suitable Living Environment (EO-1)					
1-Year Objectives	Source of Funds	Programs	Assisted Number	Outcomes	
SL-2 Improve 1 community public facility	CDBG, in-kind funding	City of Hemet Public Works CIP Projects, nonprofit agency capital improvement projects.	1 facility with new access to services	Improve availability/ Accessibility/ sustainability	

**Goal: IMPROVE EXISTING INFRASTRUCTURE INCLUDING ADA IMPROVEMENTS.**

Summary of 1-Year Specific Objectives

Availability/Accessibility of Suitable Living Environment (EO-1)

1-Year Objectives	Source of Funds	Programs	Assisted Number	Outcomes
<b>SL-2</b> Provide major street reconstruction (including street, sidewalk and gutter, curb cuts, and ADA access ramps), storm drain and sewer improvements, water capacity improvements and public utility improvements through rehabilitation in 1 designated enhancement area.	CDBG, CDBG-R, Cal Trans (SR2S), Gas Tax, Hemet Unified School District, Measure A, Prop 1-B, Southern California Edison, STP	City of Hemet Public Works CIP Projects	1 project with new access to services	Improve availability/accessibility

**Citywide Sidewalk & ADA Ramps - \$225,984**

2013-2014 CDBG entitlement CDBG funds will install new sidewalks and ADA compliant access ramps to enhance pedestrian safety and improve access for school age children, the elderly and disabled citizens on Girard, San Jacinto and Thompson Streets. (Census tracts 433.09, 434.01 & 435.03).

**Goal: PROVIDE SUPPORTIVE SERVICES FOR YOUTH AND AT-RISK YOUTH**

Summary of 1-Year Specific Objectives

Availability/Accessibility of Suitable Living Environment (SL-1)

1-Year Objectives	Source of Funds	Programs	Assisted Number	Outcomes
<b>SL-1</b> Provide youth activities for 100 youth. Provide health services to 20 youth. Provide anti-crime programs for 20 youth. Provide supportive services to 5 neglected/abused children and youth.	CDBG, CDBG-R, in-kind funding	Nonprofit agencies	145 persons with new access to services	Improve availability/accessibility

**Operation School Bell**

The Assistance League of Hemacinto is an all volunteer, non-profit organization dedicated to serving the San Jacinto Valley. Operation School Bell is Assistance League’s major philanthropic program. Elementary school children in need of clothing are referred by their teachers to Assistance League for registration. Each child is allowed to select up to \$115 worth of clothing and shoes from Walmart in San Jacinto with the help of their parents and Assistance League members. Funded by several grants, private donations, and funds earned by the Assistance League Thrift Shop, over 1,000 children from low-income families benefit during the months of September and October.

**The Hemet Police Activities League - \$10,000**

2013-2014 CDBG funds will provide Valley-Wide Recreation and Park District program staff to facilitate an after-school youth program that offers a variety of recreational and educational activities for approximately 125 at-risk low to moderate income youth.

**Goal: SUPPORT AND ASSIST ELDERLY AND FRAIL ELDERLY PERSONS**

Summary of 1-Year Specific Objectives

Availability/Accessibility of Suitable Living Environment (SL-1)

1-Year Objectives	Source of Funds	Programs	Assisted Number	Outcomes
<b>SL-1</b> Provide supportive services for 20 elderly and frail elderly citizens. Provide health services to 20 frail elderly. Provide anti-crime programs for 20 elderly. Provide rental assistance to 20 elderly and frail elderly residents.	CDBG, CDBG-R, community funding, Housing Authority of the County of Riverside	Nonprofit agencies, Section 8 Housing Vouchers, Affordable Public Housing	80 persons with new access to services	Improve availability/accessibility

HUD defines the population over the age of 62 as elderly. Elderly persons present four main concerns:

1. People over 65 are usually retired and living on a fixed income.
2. Due to the higher rate of illness, health care is important.
3. Many elderly use public transit.
4. Many live alone and rent.

Frail elderly includes the population over 65 years of age who suffer from various types of disabilities. According to American Communities Survey (ACS), in 2010 6,439 of the estimated 15,681 elderly residents or 41% had some type of disability and are therefore, considered as frail.

**Care-A-Van, Inc. - \$10,000**

2013-2014 CDBG funds will provide specialized transportation services for approximately 650 elderly, frail elderly, and disabled persons. *(Note: the Care-A-Van program meets two goals; one serving the elderly and the other persons with disabilities.)*

**Goal: PROVIDE SUPPORTIVE SERVICES FOR PERSONS WITH PHYSICAL, MENTAL AND DEVELOPMENTAL DISABILITIES AND PERSONS WITH HIV/AIDS; AND PERSONS WITH SPECIAL NEEDS**

Summary of 1-Year Specific Objectives

Availability/Accessibility of Suitable Living Environment (SL-1)

1-Year Objectives	Source of Funds	Programs	Assisted Number	Outcomes
<b>SL-1</b> Provide supportive services to 20 persons with physical, mental and developmental disabilities. Provide supportive services to 5 persons suffering with HIV/AIDS. Provide supportive services to 20 domestic violence victims. Provide supportive services to 20 persons with alcohol or other drug addiction. Provide mental health services to 20.	CDBG, CDBG-R, in-kind funding, County of Riverside	Nonprofit agencies, Riverside County Department of Public Social Services and Homeless Programs	85 persons with new access to services	Improve availability/accessibility

The Census Bureau defines disability as a long-lasting sensory, physical, mental, or emotional condition or conditions that make it difficult for a person to do functional or participatory activities such as seeing, hearing, walking, climbing stairs, learning, remembering, concentrating, dressing, bathing, going outside the home, or working at a job. Disability is a mental or physical condition that affects the functioning of a person. Physical disabilities can hinder access to conventional housing units. Moreover, physical and mental disabilities can prevent persons from earning adequate income.

**Center Against Sexual Assault of Southwest Riverside County**

The Center Against Sexual Assault (CASA) is a non-profit, community based agency whose mission is to prevent sexual assault through education, and to provide intervention and counseling services for the survivors of sexual assault and their extended families.

**EXCEED a Division of Valley Resource Center for the Retarded**

EXCEED’s mission is to provide service and advocacy, which creates choices and opportunities, for adults with disabilities to reach their maximum potential. EXCEED’s Work Activity Centers (WAC) provide vocational training for persons that wish to acquire marketable work skills and the development of appropriate work habits and attitudes. EXCEED’s Adult Developmental Centers (ADC) provide basic living skills training, which assists clients in reaching their maximum level of independence and access into the community. *(Note: the EXCEED program meets two goals; one serving persons with disabilities and the other retaining economic opportunities through job creation.)*

**Goal: RETAIN AND EXPAND ECONOMIC OPPORTUNITIES THROUGH JOB CREATION AND RETENTION**

Summary of 1-Year Specific Objectives					
Availability/Accessibility of Suitable Living Environment (EO-1)					
1-Year Objectives	Source of Funds	Programs	Assisted Number	Outcomes	
EO-1	Provide employment training to 8 youth. Create 4 part-time temporary jobs. Create 2 full-time jobs. Create 2 low-income jobs. Install beautification mechanisms in low and moderate-income areas to increase functionality and promote safety.	CDBG, CDBG-R, NSP, Public Works Administration, Tax Allocation Bonds,	Clean City Youth, Hemet Beautiful, Programs for small business and low-income jobs	16 persons with new access to services	Improve availability/accessibility

With the elimination of redevelopment agencies by the State of California in December 2011 the City is researching alternative funding sources to stimulate business, employment, and commercial development growth in Hemet's older commercial areas. The Community Investment Department will continue to facilitate to the extent possible activities meant to primarily benefit low- and moderate- income persons by expanding economic opportunities through job creation and retention.

Key economic themes of the City of Hemet General Plan 2030 include:

- provide a balanced mix of land uses to achieve an improved job-housing ratio and meet the needs of the community;

- focus on economic development, job creation and long-term fiscal viability;
  - promote sustainable land use patterns and infrastructure design;
  - promote connections to regional transportation networks and integrate land uses with multi-modal transportation systems;
  - enlist smart growth principles and better coordinate development with the provision of infrastructure and public services;
  - restore and revitalize older neighborhoods and the historic downtown.
2. Identify specific long-term and short-term community development objectives (including economic development activities that create jobs), developed in accordance with the statutory goals described in section 24 CFR 91.1 and the primary objective of the CDBG program to provide decent housing and a suitable living environment and expand economic opportunities, principally for low- and moderate-income persons.

The City of Hemet General Plan 2030 establishes the fundamental policy framework to guide decisions related to land use and development, public services and facilities, public safety, resource management, recreation, culture, and the overall health and quality of life in the community. The overall basis for assigning priorities to the listed goals, objectives, and programs was based on the results of the Citizen Needs Survey and the extent of need identified by other City departments and agencies within the City. The programs and activities that the City of Hemet intends to expend funds on all add potential benefits to the City. Specific long-term and short-term needs and objectives are listed in the Project Needs Table of the City's Annual Action Plan.

### **Antipoverty Strategy**

1. Describe the actions that will take place during the next year to reduce the number of poverty level families.

In the 2013-2014 program year, the City of Hemet will continue its efforts to reduce the number of families and individuals living in poverty. The City will focus primarily on supporting programs that raise household incomes and stabilize housing situations. The City will utilize CDBG to support the continuation and implementation of affordable housing that help homeless person's make the transition to permanent housing and independent living. Hemet will use resources from state, federal and private sources to provide a number of community-based and direct services aimed directly or indirectly, at decreasing the poverty level. These programs include: job enrichment, development, and placement through education and economic development; food pantry programs, and programs designed to prevent and alleviate the devastating impact of domestic violence, which often plunge women and their children into poverty.

In addition to the City's commitment to develop and preserve affordable housing and the efforts of the Housing Authority of the County of Riverside, Hemet directs City tax dollars and new resources from state, federal and private sources to provide a number of direct services that help homeless families and individuals find and retain transitional and permanent housing and prevent eviction by stabilizing individuals and families in existing housing through the efforts of the Valley Restart Shelter.

The City of Hemet works closely with the Housing Authority of the County of Riverside to maximize the impact of these programs on poverty levels. Taking into consideration the factors over which our jurisdiction has control, the City believes that this strategy will significantly improve the lives of low-income working families, elderly on fixed incomes, immigrants, victims of domestic violence, single mothers moving off public assistance and others who struggle with poverty in our City.

Projects that indirectly affect poverty include those that upgrade the community and provide affordable housing. CDBG, HOME, and ESG funds are often used as matching funds for other grants that reduce the number of poverty level families. Other essential elements of the City's anti-poverty strategy include:

- Housing Rehabilitation programs;
- Affordable Housing programs for renters, seniors, and the disabled;
- Emergency, Transitional and permanent housing programs;
- Homeless and non-homeless support services;
- Anti-crime programs;
- Section 8 rental assistance, and
- Job creation and retention programs.

## NON-HOMELESS SPECIAL NEEDS HOUSING

### Non-homeless Special Needs (91.220 (c) and (e))

\*Please also refer to the Non-homeless Special Needs Table 1B (Attachment D).

1. Describe the priorities and specific objectives the jurisdiction hopes to achieve for the period covered by the Action Plan.

The City of Hemet is located in the heart of Riverside County. Both Riverside County and San Bernardino County make up the "Inland Empire" MSA. Riverside County has 24 incorporated cities (from the 2000 Census) – at least three cities have incorporated recently; San Bernardino County has 24 incorporated cities (also from the 2000 Census).

Since the foreclosure crisis became newsworthy in the summer of 2007, this MSA at one point was the fourth most impacted foreclosure area in the country. City staff has been tracking foreclosures for all jurisdictions in the Inland Empire since July 2007.

The City of Hemet will prioritize the use of the NSP funds by first prioritizing the acquisition of foreclosed units in neighborhoods with the highest concentration of subprime mortgage loans and neighborhoods at the highest risk of additional foreclosures.

The NSP Substantial Amendment (draft) to the City's 2008-2009 Annual Action Plan for the City of Hemet was posted and made available for public comment on November 5, 2008 on the City's web site at [www.cityofhemet.org](http://www.cityofhemet.org). No significant comments were received.

2. Describe how Federal, State, and local public and private sector resources that are reasonably expected to be available will be used to address identified needs for the period covered by this Action Plan.

The City is utilizing its NSP funds to purchase vacant and abandoned homes and to

rehabilitate, resell, or redevelop these homes in order to stabilize neighborhoods and stem the decline of house values in neighboring homes.

## **Housing Opportunities for People with AIDS**

\*Please also refer to the HOPWA Table.

Although Hemet is not a recipient of HOPWA funds the City will assist and support the Housing Authority of the County of Riverside when and if funds are available for the Housing Opportunities for Persons with AIDS (HOPWA) Program.

## **Other Narrative**

### **Float-Funded Activities**

- The City does not retain float-funded activities.

### **Rollover Funds**

- The City will not roll-over CDBG funded activities from previous years. Any activity balances will be reprogrammed for other eligible projects or activities.

### **Program income**

- The City does not expect to receive CDBG program income during the 2013-2014 program year.

### **Surplus from Urban Renewal Settlements**

- The City has no surplus from Urban Renewal Settlements.

### **Grant Funds Returned to the Line of Credit**

- The City does not anticipate returning grant funds to their line of credit.

### **Urgent Need Activities**

- The City does not anticipate having to address any urgent need activities.

### **Affirmative Marketing**

The City will continue to effectively promote affirmative marketing by maintaining the following approved affirmative marketing requirements and procedures that include:

- Use of the Equal Housing Opportunity logo when advertising the availability of State HOME funds.
- Methods for informing the public, owners, and potential tenants about federal fair housing laws and the City's affirmative marketing policy.

- Requirements and practices each rental owner must adhere to in order to carry out the City's affirmative marketing procedures and requirements, as stated in any written agreement between the City and a participating owner.
- Procedures to be used by rental property owners to inform and solicit applications from persons in the housing market areas that are not likely to apply for housing without special outreach.
- Records will be kept describing actions taken by the City and by owners to affirmatively market units and records to assess the results of these actions.

### **Section 3**

Section 3 requires that employment and other economic development opportunities are generated by certain HUD financial assistance will to the greatest extent feasible, and consist with easing Federal, State, an local laws and regulations, be directed to low-and very low-income persons, particularly those who are recipients of government assistance for housing, and to building contractors that provide economic opportunity to low and very low-income persons.

For all federally funded contracts, the City has set forms that are included in all bid packages. These forms consist of; a listing of federal equal employment opportunity/affirmative action requirements, requirements contracting with small and minority firms, women's business enterprise and labor surplus area, a certification regarding performance of previous contracts or subcontracts subject of the equal opportunity clause, the filing of required reports, and a certification regarding non-segregated facilities.

- Methods of informing the public, owners, and potential tenants about Fair Housing Laws will include the use of the Fair Housing logo and/or slogan.
- As part of project agreements, owners will be required to follow policies and procedures of the City's affirmative marketing program.
- The City will contact community organizations, churches, special interest groups, and social service agencies when soliciting to persons in the housing market that are not likely to participate without special outreach efforts.
- Records will be maintained documenting the affirmative marketing efforts of the City.
- Section 3 requires that employment and other economic development opportunities that are generated by certain HUD financial assistance shall, to the greatest extent feasible, consistent with Federal, State, and local laws and regulations, be directed to low and very low-income persons, particularly those who are recipients of government assistance for housing, and to building contractors that provide economic opportunity to low and very low-income persons within a very low and low-income community.

### **Analysis of Impediments to Fair Housing Choice and Recommendations**

The City continues to work towards the goals of fair housing and equal opportunity for all citizens by addressing the identified impediments in the 2009 Analysis of Impediments to Fair Housing Choice.

## Recommendations

The AI identifies common problems and barriers to fair housing in Hemet. This section builds upon the previous analysis, outlines conclusions, and provides recommendations for the City to address impediments to the fair housing identified earlier. These recommendations will serve as the basis for the City to develop an action plan to eliminate identified impediments.

The recommendations listed below are directed to the City, and other service agencies that assist Hemet residents.

1. The City will review and revise their zoning ordinance to remove any provisions, language, and requirements that may be discriminatory on the basis of disability regarding sober living and other group homes of that nature in the City of Hemet. During this review and revision process, the City will suspend the current zoning provisions regarding Sober Living Homes and other Group Homes of that nature to avoid any possible violation of the Fair Housing Amendments Act. The City will work in conjunction with The Fair Housing Council of Riverside County, Inc. to provide fair housing technical assistance as needed or requested.

**Timeline: Complete**

*The City amended its code to repeal Section 90-75 and replace it with revised provisions that address the concerns of the disabled community that have been brought to the City's attention. On April 19, 2012, the City published a notice in the Press Enterprise of the holding of a public hearing before the Planning Commission at which the amendment to the City's zoning ordinances would be considered. Review of the concepts within the draft ordinance was also provided to the City's Citizen Advisory Committee for Hemet ROCS at their meeting of April 24, 2012. Drafts of the ordinance were sent to the City's Fair Housing consultant and representatives of the United States Department of Housing and Urban Development for their review and comment. To date, staff has not received any public comments. At their meeting of May 1, 2012 the City of Hemet Planning Commission recommended Zoning Ordinance Amendment (ZOA) No. 12-002 Boarding Houses, Group Homes and Reasonable Accommodation to replace the offending ordinance. The ordinance was approved by the City Council at their May 22, 2012 meeting and took effect June 22, 2012.*

2. The City will review and revise the additional requirements of the zoning ordinance and remove the requirements and provisions that may be discriminatory on the basis of disability regarding sober living and other group homes of that nature in the City of Hemet. During the review and revision process, the city will suspend the current zoning provisions regarding the Sober Living Homes and other Group Homes of that nature to avoid any possible violation of the Fair Housing Amendments Act. The Fair Housing Council of Riverside County, Inc. will work in conjunction with the City to provide any fair housing technical assistance as needed or requested.

**Timeline: Complete**

*The new ordinance (see Impediment 1) maintains zoning requirements by preserving the quality and character of residential neighborhoods and also provides zoning provisions in accordance with the Federal Fair Housing Act (42 U.S.C. Section 3601, et seq.), the California Community Care Facilities Act (Health & Safety Code Section 1500, et seq.) and the California Fair Housing and Employment Act (Government Code Section 12900, et seq.), which benefit disabled persons by permitting disabled persons to live in residential care facilities and other Group Homes in such a manner to avoid clustering and over concentration.*

3. The City will review and revise the zoning ordinance regarding the SR-3 Senior Housing Zone and remove any provisions or requirements that would constitute discrimination in housing based on familial status. During the review and revision process, the city will suspend the current zoning provisions regarding the Senior Housing Zone to avoid any possible violation of the Fair Housing Amendments Act. Inland Fair Housing and Mediation Board (IFHMB) will work in conjunction with the City to provide any fair housing technical assistance as needed or requested.

**Timeline: No action necessary, this ordinance was repealed October 10, 2006**

4. The Fair Housing Council of Riverside County, Inc. will conduct fair housing workshops focusing on the disabled and specifically, issues of reasonable accommodations and modifications. These workshops will be conducted in Hemet and throughout the region.

**Timeline: Workshops to be conducted July 1, 2013 through June 30, 2014**

5. The Fair Housing Council of Riverside County, Inc. will continue to conduct fair housing workshops regarding all aspects of housing discrimination and specifically, issues regarding race and familial status to address prior impediments identified in the 2003 and 2009 AI.

**Timeline: Workshops to be conducted July 1, 2014 through June 30, 2014**

6. The City will work with The Fair Housing Council of Riverside County, Inc. in an effort to expand community participation including greater outreach efforts regarding fair housing workshops to renters and property managers/owners to make them aware that these workshops are available at no charge. Undertaking initiatives to educate potential renters and landlords is paramount to reducing discrimination complaints and increasing awareness of fair housing rights and responsibilities throughout Hemet and the region.

**Timeline: Ongoing**

7. The Fair Housing Council of Riverside County, Inc. will continue to work with the Apartment Association Greater Inland Empire (AAGIE) to encourage the participation of apartment owners and property managers in the Association's residential management training courses. The Fair Housing Council will continue to provide fair housing technical assistance to real estate professionals with fair housing questions or concerns in Hemet and the region, through the Inland Valleys Association of Realtors (IVAR).

**Timeline: Ongoing**

8. The City will continue to expand homeownership opportunities to low and moderate income households by actively promoting their first time homebuyer program and will work to expand their program by pursuing additional available funding sources for homebuyer assistance such as the Neighborhood Stabilization Program (NSP). The City will also continue its Emergency Grant Program to assist seniors and disabled homeowners with emergency repairs. The City will also provide outreach efforts such as advertisements and/or workshops in order to inform eligible residents particularly lower income minority households, about the availability of these programs in both English and Spanish.

The City will continue to provide incentives to owners or developers of multi-family housing to set aside units that are affordable to low and moderate-income residents as well as to provide features and amenities for families with children and the disabled.

**Timeline: Ongoing**

9. To encourage homeownership for all residents, particularly Hispanics and Blacks, the City will encourage lending institutions in the area to ensure that their staff works with the applicants in educating them about the home loan application process. The City will coordinate with The Fair Housing Council of Riverside County, Inc. in advertising HUD approved home buying educational classes available to the public and address the City's Neighborhood Stabilization Program (NSP) opportunities.

**Timeline: Ongoing**



*City of Hemet*

# 20.9.3

445 E. FLORIDA AVE • HEMET, CALIFORNIA 92543 • (951) 765-2303

From the Office  
of the  
**MAYOR**  
Robert Youssef

August 19, 2013

The Honorable Bob Wieckowski  
Chair, Assembly Judiciary Committee  
State Capitol, Room 4016  
Sacramento, CA 95814

***RE: SB 594 (Hill) – OPPOSE***

Dear Assemblyman Wieckowski,

On behalf of the entire Hemet City Council, I write to voice our strongest opposition to Senate Bill 594 (Hill) that proposes to single-out and silence the political voice of organizations that advocate for local government and to prohibit advocacy organizations to take positions on ballot measures that effect their members or constituents.

As local elected and appointed officials, we understand the vital nature of having our voice heard in Sacramento to effect positive change at the local level and serve California citizens in the best manner possible. Having the freedom to voice opposition to bills we believe destructive or hurtful to our local constituents is a fundamental right we need to maintain in our democratic society whether at the local State or Federal level. Any action, or in this case SB 594, to abridge our “collective voice” privilege, that we as Americans enjoy, should be stopped.

Furthermore, SB 594 creates unnecessary and expensive procedures requiring the Attorney General to enforce in a time of reduced resources and priorities higher than stifling local advocacy.

In summary, please accept our opposition to SB 594 based upon the following:

- 1) We strongly OPPOSE any effort to effectively eliminate my voice in matters of statewide importance.

- 2) SB 594 is a direct assault on our ability to have our voices heard on ballot measures that could impact my city and its constituents.
  - o SB 594 contains broad language that would be subject to considerable interpretation by the Attorney General and has the potential to not only limit direct financial participation in campaigns, but perhaps even taking positions on ballot measures that would have a direct impact on California cities and services we provide to the public.
- 3) SB 594 should be inclusive of all entities.
  - o There should not be a second, stricter standard applied to cities, counties, and special districts when compared to other local elected officials that are generally identical.
- 4) SB 594 is a solution in search of a problem and I encourage you to vote "No" or to stay-off of this very over reaching measure.

We urge you to reject this misguided proposal. Thank you for your respectful consideration of our position. Should you wish to contact me directly please do not hesitate to phone me directly at (951)-765-2303 or by e-mail at [ryoussef@cityofhemet.org](mailto:ryoussef@cityofhemet.org)

Sincerely,



Robert Youssef  
Mayor  
City of Hemet – Riverside County

CC: Mayor Robert Youssef  
Hemet City Council