



AGENDA

REGULAR MEETING OF THE HEMET CITY COUNCIL

September 10, 2013

6:00 p.m.

City of Hemet Council Chambers

450 E. Latham Avenue

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.*

Call to Order

Roll Call

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

Work Study

Discussion regarding these items, with possible direction to staff

1. Update on the Delta Bay Conservation Plan - Paul Jones, Eastern Municipal Water District
-

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.

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 Management Association (HPMA)
Communications Workers of America (CWA) Non-Sworn Police Employees
Hemet Mid-Managers Association (HMMA)
Confidential Personnel

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
 4. Conference with Legal Counsel - Existing Litigation
Pursuant to Government Code section 54956.9(a)
Names of cases: *Mercury Casualty Company v. City of Hemet INC 081323*
Dustin Hoover, et al v. City of Hemet, et al RIC 1209825
 5. Conference with Legal Counsel - Anticipated Litigation
One (1) matter of significant exposure to litigation pursuant to Government Code section 54956.9(b)
-

REGULAR SESSION

7:00 p.m.

City of Hemet City Council Chambers

450 E. Latham Avenue

Call to Order

Roll Call

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

Invocation

Pledge of Allegiance

City Attorney Closed Session Report from September 7, 2013

6. Public Employee Appointment
Pursuant to Government Code section 54957
Title: City Manager
-

City Attorney Closed Session Report

7. 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 Management Association (HPMA)

Communications Workers of America (CWA) Non-Sworn Police Employees

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10. Conference with Legal Counsel - Anticipated Litigation
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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

11. **Minutes for Approval** – August 13, 2013
12. **Minutes for Approval** – August 27, 2013
13. **Receive and File** - Warrant Register
 - a. Warrant register dated August 22, 2013. Payroll for the period of August 5, 2013 to August 18, 2013 was \$596,296.78.
14. **Receive and File** – Investment Portolio as of June 2013

15. **Recommendation by Engineering** – Installation of Banners Across Florida Avenue
 - a. SCSDA Southern California Sand Drag Association – Racin for a Cure, October 4-6, 2013
 - b. Riverside County EDA – Hemet-Ryan Airshow, November 2, 2013
 - c. First Baptist Church of Hemet – 10th Annual Car Show, September 28, 2013
 - d. Good Time Wood Carvers – Woodcarving Show, November 9, 2013
 - e. National Alliance for Mental Health – NAMI Walks, November 2, 2013

 16. **Recommendation by Public Works** – Agreement with Syn-Tech Systems, Inc. for the Purchase and Installation a Fuel Master
 - a. Approve the purchase and installation of the Fuel Master Fuel Management System from Syn-Tech Systems, Inc. in an amount not to exceed \$119,124.82; and
 - b. Authorize the Interim City Manager to execute an Agreement with Syn-Tech Systems of Florida; and
 - c. Authorize the Deputy City Manager/Administrative Services Director to record supplemental appropriations from Equipment Maintenance Fund 684 Fund Balance in the amount of \$44,124.82.

 17. **Recommendation by Public Works** – Park Commission Recommendations
 - a. Tree Removal Request – 1857 Creekside Drive – Bottle Tree (1) Recommendation to approve request and replace tree.
-

Public Hearing

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

18. **Fee Schedule for the Residential Rental Registration and Inspection Program** – Community Development Director Elliano
 - a. Adopt a resolution establishing a fee schedule for the registration and inspection of residential rental units in accordance with the provisions of City Council adopted Ordinance 1870. **Resolution Bill No. 13-042**
-

Discussion/Action Item

19. Project HOPE - 1st Quarterly Report – Chief Brown
Discussion regarding this item, with possible direction to staff

20. **Direction regarding City-Owned Property at Sanderson and Stetson Avenue –**
Interim City Manager Bradley
- a. Consider alternatives identified by staff and provide direction to staff on the sale and development of approximately 18 acres of real property located at the NW corner of Sanderson and Stetson Avenue.
21. **Federal Advocacy Services –** Interim City Manager Bradley
- a. Provide direction to David Turch and Associates by identifying the Council’s priorities for assistant at the federal level.
-

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.

City Council Reports

22. 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

 - 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. City Council Meeting schedule for November and December 2013
-

Recess to Housing Authority Meeting

Continued Closed Session

City Attorney Continued Closed Session Report

Future Agenda Items

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

Adjournment

Adjourn to Tuesday, September 24, 2013 at 7:00 p.m. for consideration of items placed on that agenda. The next regular meeting will be held October 8, 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.



#11

MINUTES

REGULAR MEETING OF THE HEMET CITY COUNCIL

August 13, 2013

5:30 p.m.

City of Hemet Council Chambers
450 E. Latham Avenue

www.cityofhemet.org
Please silence all cell phones

Call to Order

Mayor Youssef called the meeting to order at 5:32 p.m.

Roll Call

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

ABSENT: Council Member Milne

Mayor Pro Tem Smith moved and Council Member Krupa seconded a motion to excuse Council Member Milne. 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 Session at 5:32 p.m.
Council Member Milne arrived at 5:40 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 (HFFA)
Hemet Police Officers Association (HPOA)
Communications Workers of America (CWA) Non-Sworn Police Employees
2. Conference with Legal Counsel - Anticipated Litigation
1 matter of significant exposure to litigation pursuant to Government Code section 54956.9(b)
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**

Call to Order

Mayor Youssef called the meeting to order at 7:07 p.m.

Roll Call

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

ABSENT: None

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

Invocation

Invocation was given by Diane Nockey, Hemet-San Jacinto Interfaith Counsel

Pledge of Allegiance

Pledge of Allegiance was led by Council Member Wright

City Attorney Closed Session Report

4. Conference with Labor Negotiators

Pursuant to Government Code section 54957.6

Agency designated representatives: *Interim City Manager Bradley*

Employee organization:

Service Employees International Union (SEIU) General Employees

Hemet Fire Fighters Association (HFFA)

Hemet Police Officers Association (HPOA)

Communications Workers of America (CWA) Non-Sworn Police Employees

Eric Vail, City Attorney, the City Council and SEIU reached an agreement. The agreement was not placed on the agenda for consideration. Staff is requesting that the City Council add the agreement as Item No. 13.A to the Consent Calendar as an urgency item.

Council Member Krupa moved and Mayor Pro Tem Smith seconded a motion to add the Agreement as Item No. 13.A to the Consent Calendar. Motion carried 5-0.

There was no additional reportable action.

5. Conference with Legal Counsel - Anticipated Litigation

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

The City Attorney briefed the City Council on the matter agendized. There was no additional reportable action.

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

This item was continued to the end of the Regular Session.

City Council Business Consent Calendar

7. **Approval of Minutes** - June 25, 2013
8. **Receive and file** – Warrant Register
 - a. Warrant register dated July 25, 2013. Payroll for the period of July 8, 2013 to July 21, 2013 was \$634,032.17.
9. **Recommendation by City Manager** – Advocacy Services in Sacramento and Washington D.C.
 - a. Continue the existing agreement with Joe A. Gonsalves and Sons at an annual cost of \$42,000 plus any travel costs outside of Sacramento, not to exceed \$3,000 and transfer this amount to account number 100-1200-2710 from the City's General Fund Reserve Account; and
 - b. Enter into an agreement with David Turch and Associates to provide federal advocacy services for an annual cost of \$48,000 plus costs not to exceed \$1,800 and transfer this amount to account 100-1200-2710 from the City's General Fund Reserve Account.
10. **Recommendation by Public Works** – Funding from the City-County Payment Program for Fiscal Year 2012/2013 through the State of California Department of Recycling Resources and Recovery – Supplemental Appropriation
 - a. Accept funding award in the amount of \$21,674 from the State of California, Department of Recycling Resources and Recovery, through the 2012/2013 City/County Payment Program; and
 - b. Authorize the Deputy City Manager/Administrative Services Director to record revenues to the Miscellaneous Recyclables (Account #553-0454) in the amount of \$21,674; and
 - c. Establish operating budget of \$21,674 in Integrated Waste Management Fund 553-4500-2801 for miscellaneous litter abatement, the purchase of park/playground equipment manufactured from recycled materials and recycling bins.

11. **Recommendation by Community Development** - Zoning Ordinance Amendment 13-001 – Zoning Code Revisions for Housing Element Compliance
 - a. Adopt 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 No. 1867

12. **Recommendation by Community Development** - Zoning Ordinance Amendment 13-006 - Multiple Family Residential Zones
 - a. Adopt 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 No. 1868**

13. **Recommendation by Public Works** – Purchase Order to Ferguson Waterworks for the Purchase of Water Distribution System Parts and Materials
 - a. Authorize award of purchase order to Ferguson Waterworks of Lake Elsinore for annual water pipeline maintenance materials in an amount not to exceed \$185,000 for FY 13/14; and
 - b. Authorize the City Manager to sign the purchase order.

- 13.A **Recommendation by City Manager** – Memorandum of Understanding with Service Employees International Union Local 721
 - a. Approve a Memorandum of Understanding between the City of Hemet and the Non-safety Unit (General Employees) for the period of July 1, 2013 to June 30, 2014.

Item No. 9 was removed from the Consent Calendar. **Council Member Krupa moved and Council Member Wright seconded a motion to approve the remaining Consent Calendar items as presented. Motion carried 5-0.**

Item No. 9

Council Member Wright, expressed concern with the timing and that a RFQ was not done to accept additional proposal for comparison. Council Member Wright recommended that the City Council have a strategic planning session to determine priorities prior to hiring a legislative advocate. Council Member Wright recommended that this contract be considered after the hiring of a permanent City Manager.

Ron Bradley, Interim City Manager, Mr. Turch will conduct a workshop with the City Council to determine legislative priorities. Mr. Turch has had the opportunity to meet with some of the City Council Members and city staff. The timing is perfect, the City will be ready with Congress is back in session. Mr. Bradley's experience with Mr. Turch's firm is that the City will see a return on this investment. The City Council does need to conduct a goal setting session and prepare a visioning statement. I have included that in a list for the new City Manager.

Mayor Pro Tem Smith, very impressed with Mr. Turch after a couple of meetings. It is time to move forward. The City Council does expect Mr. Bradley to come back with a plan to pay back the reserves. Mayor Pro Tem Smith recommends approval it is important that we have assistance in finding money in both Sacramento and Washington DC.

Council Member Milne, recommend that the City Council receive reports to ensure accountability.

Council Member Krupa, for years the City of Hemet had lobbyist in Washington DC and Sacramento and the return on the investment was substantial. This firm comes highly recommended and has done an excellent job for RTA.

Council Member Wright, I do agree that the City needs lobbyist. However, I would like to request that we do an RFQ so that we have choices.

Mayor Youssef moved and Council Member Milne seconded a motion to approve this item as presented. Motion carried 4-1. Council Member Wright voted No.

Public Hearing

14. **Specific Plan Amendment 13-001 Hemet Auto Mall** – Community Development Director Elliano
 - a. Conduct a public hearing; and
 - b. Introduce, read by title only and waive further reading of 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**; 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, gave the City Council a powerpoint presentation regarding an amendment to the Hemet Auto Mall Specific Plan. The Agent, Eric Gosch, submitted a request for an amendment the Hemet Auto Mall located at the southeast corner of Florida Avenue and Warren Road on July 3, 2013. The request was made to accommodate the following changes: potentially allow for east facing service bays and repair areas which are currently prohibited; revise the requirements for onsite signage; and modify the approval authority for new projects within the Hemet Auto Mall. An aerial view of the specific plan area was displayed as well as a project map of the proposed Inland Chevrolet facility. The proposed amendment for services areas is: Section IV.F.3. Future Service/Repair areas shall not face east property line unless the following can be met: a noise study demonstrates that sound levels are mitigated to levels acceptable to the surrounding land uses; a decorative soundwall or other sound mitigation is completed prior to construction of the primary building; lighting is directed downward and away from property line; service hours of operation are limited to 7:00 a.m. to 6:00 p.m.; and public address systems are ground-mounted, directed away from property line and meets General Plan level for surrounding uses. Proposed amendment for signage is: all new monument signs shall conform to the size and shape specified in the proposed amended text; sets special size criteria for corporate panels, and identifies the permitted contents of said panels; and specifies a ban on mobile billboards. Proposed amendment for implementation is: the Community Development Director review for all new accessory structures and expansions of any existing structure adding less than 10% of the original floor area; and Planning Commission review at a publically noticed hearing for all

new primary structures, or modifications adding more than 10% of original floor area to any existing structure. The proposed Specific Plan Amendment is consistent with the following General Plan Goals and Policies: LU-1.2 Land Use Mix; LU-1.9 Consistency with Land Use Districts; LU-6.3 Commercial Growth; and LU-13.6 Business Retention. The purpose of the Hemet Auto Mall Specific Plan is to provide appropriate areas for the development of future automobile dealership sites. The proposed Specific Plan Amendment will facilitate a future use that is permitted in the Hemet Auto Mall Specific Plan. The future use of the vacant easterly parcels will be in accordance with their intended purpose, yet will provide appropriate mitigation for adjacent residential uses. Property owners located within 1,000 feet of the Auto Mall were notified of the Planning Commission hearing. Representatives from the Hemet West MHP owners expressed concerns over potential impacts related to noise mitigation, light and glare, and drainage. Staff met with representatives of Hemet West, Gosch Auto Group, Inc. and the project engineer to discuss Hemet West's concerns with future dealership. Staff and the project engineer were able to respond positively to all of the concerns of Hemet West regarding the SPA and future development at the site. The Planning Commission recommends approval of SPA 13-001. If the City Council approves the SPA 13-001 a Site Development Review (SDR 13-005) for a new Inland Chevrolet Auto Dealership will be presented to the Planning Commission for review and approval on August 20, 2013. Effective date of the SDR to be consistent with effective date of the SPA Ordinance.

Mayor Youssef declared the Public Hearing opened at 7:34 p.m.

Mayor Pro Tem Smith, asked about the sound study.

Frank Gorman, GW engineering, the sound study recommended 8.5 foot soundwalls. The agent is recommending 11 foot to make the project more acceptable to the neighbors.

Mayor Pro Tem Smith, asked about the west facing bay.

Mr. Gorman, the flood and Edison easements make the configuration of all bays facing east impossible.

Council Member Milne, asked about lighting.

Mr. Gorman, representatives from Gosch Auto spoke with the neighbors regarding the lighting and have come to an agreement.

The City Council thanked Gosch Auto for being good neighbors.

Mayor Youssef declared the Public Hearing closed at 7:40 p.m.

Council Member Wright, thanked the stakeholders for getting together to solve the neighbor's concerns.

Council Member Wright 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.

15. **Municipal Code Amendment 13-006 establishing a Residential Rental Unit Registration and Crime-Free Housing Program** – Community Development Director Elliano

a. Conduct a public hearing; and

b. Introduce, read by title only and waive further reading of 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

Deanna Elliano, Community Development Director, the purpose of this ordinance is to

address sub-standard housing, maintenance and living conditions at rental properties that impact the general welfare of the residents and neighborhoods, and lower property values. This ordinance will hold absentee and poor landlords accountable for their properties and tenants. This is a multi-layered, collaborative program. This ordinance applies to non-owner occupied residential properties (rental units), both Multi-family & single family units. It is our goal to shift from re-active to pro-active enforcement. The following facilities are exempt from this ordinance: hospitals, nursing homes, stated licensed residential care facilities, educational or religious dormitories, state licensed mobile home parks (inspected under a separate process per Title 25), hotels, motels and similar commercial uses. The general components of the ordinance are: all rental units are required to register with the City unless exempt; annual inspection Program to identify sub-standard or unsafe housing conditions or lack of property maintenance; exterior inspections, unless interior is also warranted; interior inspection requires additional notification, unless tenant permits entry; written notice is provided to owner and tenant regarding any violations, the corrective action that is required, and the timeframe to complete; failure to comply can result in additional citations, criminal or civil actions, including liens, nuisance, abatement, reporting and collection through the State Franchise Tax Board, or receivership actions by the Superior Court; failure to register a rental property is also a violation; annual renewal of the rental registration is required unless property is in the "Good Landlord" program; and requires completion of Crime Free Housing Certification and inclusion of a Crime Free lease addendum. There will be a two phase registration approach: registration/renewal is required by Dec. 31st of each year for Multi-family units; and registration/renewal required by July 1st of each year for Single Family and duplex properties. Ms. Elliano explained "Good Landlord" Standing program. Any owner or property may apply to be a "Landlord in Good Standing" prior to or at the time of registration. If qualifying, the property will not be due any per unit inspection fees. The qualifying factors are: well maintained properties with no violations of Applicable Codes or Police Calls related to Chronic Nuisance, Drug or Gang activity; the owner/manager has completed a Crime Free Housing Seminar and has been certified; and if the property has two or more units, there is a responsible property management company or an on-site manager that oversees the condition of the property and appropriate tenant screening. Good Landlord Standing may remain in effect for a period of 3 years unless there are incidences of code violations or criminal activity. If violations, the GL Standing will be voided and the onsite inspections will occur. The owner may re-apply for this designation after 2 consecutive years of passing inspections. The ordinance grants the ability for owner to appeal any decision of the Director regarding the program enforcement. GL properties may self-certify after three years of no problems and would be exempt from annual renewal fees. A base level Rental Registration Fee would be due for all properties and are in addition to Business License Fees. Per-unit inspection fees would be charged to cover the initial inspection of the rental properties, except for those in the GL Standing. GL Application fee – one time at start of designation. Re-inspection fees if additional inspections are required for compliance. Typical Fees in other cities range from \$10/unit to \$185/unit. Average fee from cities surveyed: \$88.00/unit and include both registration and inspection. Fee amounts will be established by separate Resolution of the Council if the program moves forward. Hemet ROCS CAC Members discussed at their meetings of April 25, and May 23 and contributed several suggestions and modifications to the draft ordinance, and indicated support. Additional comments received on current draft from CAC and Tim Johnson of the California Apartment Association resulted in a revised draft ordinance. Anticipated start-up costs will include: computerized license program to track

properties, fees and inspections and provide database; volunteer to assist staff with data entry; part-time, contract Building and Code Inspectors for first year until revenue stream established to cover the costs of the program; and outreach efforts to property owners, property managers, real estate companies, HOA's, etc. Staff recommends that the City Council introduce the Ordinance, direct staff to return with a resolution proposing a fee structure and a report regarding start up requirements and costs for the program.

Mayor Youssef, asked if volunteers could be used in Code Enforcement for this program.

Ms. Elliano, volunteers will be used to enter the registration information freeing up Inspectors to work in the field. Ms. Elliano also explained that business license data on rental units and water utility bills will be used as a tracking mechanism. The Department already has a data base for multi-family homes.

The City Council and staff discussed the Good Landlord Standing Program.

The City Council and staff discussed the determination for interior inspections.

Ms. Elliano, if a rental looks well maintained and has not had any code or police concerns an exterior will be adequate. Otherwise an interior will be requested. If access is denied and staff deems necessary, a warrant will be obtained.

Council Member Milne, expressed concern that since landlords register when they obtain their business license they are being double charged to register their units.

Ms. Elliano, the owner will be required to give the City additional information and will be placed in a different database. Ms. Elliano explained the Crime Free Multi Housing program and an educational component for landlords. They will learn to screen tenant and how to deter crime and suspect criminal behavior on their property. Eviction tools for the landlords is a huge piece of this program.

Mayor Youssef declared the Public Hearing opened at 8:18 p.m.

Frank Gorman, Hemet, this is what Hemet ROCS was all about. Programs like this will bring back Hemet and give staff the enforcement tools they need.

Bobbie Christie, Hemet, recommended that the City work with the County of Riverside to lessen the concerns in the unincorporated areas also.

Mayor Youssef, every ordinance that we adopt for Hemet ROCS, the City of San Jacinto and the County of Riverside are encouraged to adopt also.

Lakshman Koka, Hemet, This is great. Mr. Koka recommended that the owner occupied houses should be held to a higher standard also. Mr. Koka expressed concern that the fee for a business license and the proposed rental registration fee might be a burden to some property owners.

Patty Woods, Hemet, recommended that the City of Hemet partnering with HUD. HUD has not inspected a rental in her neighborhood for over three years and the rental agency will not give Code Enforcement owner information.

Ms. Elliano, HUD sponsored homes are not exempt and will be required to register and be inspected.

Daniel Goodrich, Hemet, expressed concern that charging the property owner for a business license and now this rental registration fee is double dipping. Mr. Goodrich also expressed concern that the fee will be for an annual inspection that can never be completed every year. The City should only charge for the inspections completed. Mr. Goodrich requested language that excludes HOA's with Crime Free Multi-Housing language in their leases not be required to amend leases to include the City's recommended language. A letter was distributed to the City Council with Mr. Goodrich's concern.

Mayor Youssef, there are only a few property owners that have a business license for their rental property. That tax helps pay for Fire, Police and other Public services. The proposed fee will go right back into the enforcement program. Mayor Youssef agrees that the property owner should get a scheduled date for their inspection upon paying the fees.

Ms. Elliano, the first properties to be inspected will be the applicants for the Good Landlord Standing.

Tim Johnson, California Apartment Association, Hemet ROCS Program is amazing. I appreciated the opportunity to meet with City personnel, most of our concerns have been considered. Mr. Johnson recommended that the City Council continue this item and allow staff more time to work with the residents and our agency and thoroughly look at this ordinance. The goal is to not negatively impact the good landlords.

Mayor Youssef declared the Public Hearing closed at 8:39 p.m

Council Member Milne, agrees that the this item should be continued allowing staff more time to refine the ordinance. We don't want to punish the good landlords. Council Member Milne also recommended that the concerns of double dipping be researched.

Ms. Elliano, all landlords will pay to register their property and the initial inspection. The fee has not been determined but will be approximately \$80 to \$100 per unit. Afterwards, there will be no additional fees for Good Landlords. There will be additional annual fees for landlords that do not qualify.

Mayor Pro Tem Smith moved and Council Member Krupa seconded a motion to approve this item as presented. Motion carried 4-1. Council Member Milne voted No.

The ordinance was read by title only.

16. **Zoning Change (ZC) 13-001: R-4 Multiple Family Zone** – Community Development Director Elliano

- a. Conduct a public hearing; and
- b. Introduce, read by title only and waive further reading on 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**); 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, gave the City Council a powerpoint presentation regarding the proposed Zone Change. This is a City-initiated Zone Change in compliance with the City's Housing Element and State law requirements. There are 6 sites comprised of 18 individual parcels. The properties are designated as Very High Density Residential (VHDR) in the General Plan (30-45 du/ac). It is recommended that they be changed from their existing zoning to the new R-4 Multiple Family Residential (maximum 45 du/ac) to be consistent with the GP. This completes the City's efforts to satisfy current housing element requirements (Cycle 4). No additional sites will need re-zoning for Cycle 5 Housing Element. Site 1: east side of Myers Street, north of Florida Avenue; 12.2 acres; GP designation – VHDR; existing Zone A-5; and proposed Zone R-4. Site 2: west side of Latham Avenue, east of Lyon Avenue; 3.3 acres; GP designation – VHDR; existing Zone R-3; and proposed Zone R-4. Site 3: south side of Stetson Avenue and bisected by Elk Street; 15.3

acres; GP designation - VHDR; existing Zone C-1/R-3; and proposed Zone R-4. Site 4: south side of Johnston Avenue, east of Gilbert Street; 11.4 acres; GP designation – VHDR; existing Zone R-3; and proposed Zone R-4. Site 5: northwest corner of Stetson Avenue and Buena Vista Street and the southeast corner of Johnston Avenue and State Street; 22.3 acres; GP designation – VHDR; existing Zone R-1/R-3; and proposed Zone R-4. Site 6: northeast corner of Chamber Street and State Street and the southeast corner of Thornton Avenue and State Street; 11.2 acres; GP designation – VHDR; existing Zone C-1/R-1; and proposed Zone R-4. A noticed Planning Commission work study was conducted on July 16, 2013. The Planning Commission conducted a Public Hearing on August 6, 2013. One comment letter was received on July 15, 2013 regarding Site 4 requesting to restrict the property to senior housing. Two comment letters were received regarding Site 6. The original letter was in opposition and the following letter expressed support for the zone change. One phone call was received on August 5, 2013 in opposition to the zone change. This recommendation brings the zoning for the subject properties into conformance with the adopted General Plan Land Use Designations. It implements the requirements under the City's housing Element and State RHNA obligation for Cycle 4 planning period. This increases the potential for development opportunities and property values on infill sites. The sites are appropriately located next to arterial streets and commercial services. The majority of the sites are already zoned as R-3 (multi-family). This recommendation is supported by the property owners of the subject sites, and the proposal has had many opportunities for public review and comments. The Planning Commission voted unanimously to recommend approval of Zone Change No. 13-001.

The City Council and staff discussed the density designation.

Mayor Youssef declared the Public Hearing opened at 9:01 p.m.

Jeff Holbrook, Hemet, spoke in favor of the Zone Change for Site 1. Mr. Holbrook asked when the zone change will be complete on the remaining 10 acres.

Ms. Elliano, the property on Devonshire and Myers will be completed with the City-Wide Consistency Zoning. Mr. Holbrook can move forward on his project at any time.

Mayor Youssef declared the Public Hearing closed at 9:04 p.m.

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

The ordinance was read by title only.

Communications from the Public

Ray Hicks, Southern California Edison, gave the City Council a handout regarding SCE's Communication Plan for Local Governments. A binder with the details of the program is with the City Clerk for review. The Plan supports AB 1650, California's new public utility emergency and disaster preparedness bill. This presentation will share the highlights of SCE's 2013 Corporate Emergency Response Plan (CERP), reflecting move to the Incident Command System (ICS). The presentation includes highlights of enhanced emergency communication capabilities for public officials and residential customers. The purpose of SCE's Emergency Communication enhancements is to help keep local government contacts better informed about extended outages during emergencies. It will raise awareness about SCE emergency communication programs and tools. It will also enhance understanding about electric safety for first responders, local governments, and targeted community groups. The key plan elements are: Incident Command System (ICS); 800 # Flash Communications; SCE Mobile App; Web and Social Media; Restoration Priorities; Reverse 9-1-1 Communications; SCE-led CERT Education; and SCE Field Guide for Local Governments. Edison International and the

American Red Cross are partnering to help Southern California be prepared for the unexpected.

The City Council requested that staff schedule a Work Study at a future date.

Marsha Scott, Hemet, thanked Council Member Krupa and Code Enforcement for their assistance with a house that was selling appliances in the front yard. We need to take pride in our town instead of talking negatively.

Patty Woods, Hemet, thanked Code Enforcement for their assistance with the HUD homes in her neighborhood. Ms. Woods recommended the City work on getting the old WalMart site cleaned up. Ms. Woods invited the City Council to attend the Public Safety Coalition's "Grill and Chill" on August 24th.

City Council Reports

17. CITY COUNCIL REPORTS AND COMMENTS

A. Council Member Krupa

1. Traffic and Parking Commission
2. Riverside Conservation Authority (RCA)
3. Ramona Bowl Association

Council Member Krupa, acknowledge Chief Brown's performance as the Governor in Zorro and announced that Zorro will play on July 17 and July 24, 2013.

There will be a Chili Cook-Off and Wine Tasting event on September 7th with music by the The Brewer Boys and Austin Law Band.

"Broadway Nights at the Bowl", September 14 & 21, 2013

4. Indian Gaming Distribution Fund
5. Riverside Transit Agency (RTA)

Council Member Krupa, at the recent dedication of Hemet Valley Baptist Church's new worship center, Pastor Dale announced that he and his congregation are willing to step up and help along with a large amount of the faith based community. They acknowledge that we can't do it alone.

Shoshana Bean will perform at the Downtown Hemet Theater on August 23rd.

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. League of California Cities General Meeting

Ron Bradley, please let Kathleen Aguilar know if you will be attending the General Meeting.

3. City Manager Recruitment Update

Ron Bradley, gave an update on the City Manager recruitment. 79 applicants were received. Bob Murray is vetting the applications and will present the top candidates to the City Council with the hope that they will pick the top 5 to interview on September 7th.

4. Introduction of City Manager's Office Intern

Ron Bradley, announced that Eric McBride, son of former Council Member, Eric McBride is an intern in the City Manager's office.

Continued Closed Session

The City Council recessed to Closed Session at 9:42 p.m.

Mayor Youssef recused himself due the close proximity to his residence and left at 9:42 p.m.

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

Reconvened at 10:14 p.m.

City Attorney Continued Closed Session Report

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

The City Council completed the discussion. There was no reportable action.

Future Agenda Items

Super Commission versus current commission design

Banking RFP

Window Screens on Florida Avenue

Edison's Emergency Communication Plan for Local Governments

Update on Hemet ROCS Ordinances

Adjournment

Adjourned at 10:15 p.m. to Tuesday, August 27, 2013 at 7:00 p.m.



#12

MINUTES

REGULAR MEETING OF THE HEMET CITY COUNCIL

August 27, 2013

5:00 p.m.
City of Hemet Council Chambers
450 E. Latham Avenue

www.cityofhemet.org
Please silence all cell phones

Call to Order

Mayor Pro Tem Smith called the meeting to order at 5:02 p.m.

Roll Call

PRESENT: Council Members Krupa, Wright and Mayor Pro Tem

ABSENT: Council Member Milne and Mayor Youssef

Council Member Krupa moved and Council Member Wright seconded a motion to excuse Council Member Milne and Mayor Youssef. Motion carried 3-0.

Closed Session

Eric Vail, City Attorney, Item No. 2 will not be discussed at this time.

Notice of Opportunity for Public Comment

There were no public comments presented at this time.

The City Council recessed to Closed Session at 5:03 p.m.

Mayor Youssef arrived at 5:07 p.m.

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

Mayor Pro Tem Smith was excused at 6:30 p.m.

REGULAR SESSION

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

Call to Order

Mayor Youssef called the meeting to order at 7:13 p.m.

Roll Call

PRESENT: Council Members Krupa, Wright and Mayor Youssef
ABSENT: Council Member Milne and Mayor Pro Tem Smith
Council Member Krupa moved and Council Member Wright seconded a motion to excuse Council Member Milne and Mayor Pro Tem Smith. Motion carried 3-0.
OTHERS PRESENT: Interim City Manager Bradley, City Attorney Vail and City Clerk McComas

Invocation

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

Pledge of Allegiance

Pledge of Allegiance was led by Council Member Krupa

City Attorney Closed Session Report

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

The City Attorney reported that there was no reportable action.

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

This item was not discussed.

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

The City Attorney reported that due to a lack of a quorum this item was not discussed.

Presentation

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

Acting Fire Chief Reynoso, acknowledged the contribution from the Soboba Band of Luiseno Indians.

Mayor Youssef, presented a plaque of appreciation to Jacob Briones and Pamela Miranda from the Soboba Band of Luiseno Indians.

Jacob Briones, the Tribe is deeply honored and glad to help the Hemet Fire Department.

The City Council recessed briefly at 7:19 p.m.

Reconvened at 7:26 p.m.

City Council Business 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 implementation of the plan. **Ordinance No. 1869**

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 No. 1870**

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 No 1871**

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.

Item No. 14 was removed from the Consent Calendar. **Council Member Krupa moved and Council Member Wright seconded a motion to approve the remaining Consent Calendar Item as presented. Motion carried 3-0.**

Item No. 14

Bob Jungbluth, Hermosa Home Owners Association, thanked the City Council and staff this will hopefully help us with our rentals.

Council Member Wright moved and Council Member Krupa seconded a motion to approve this item as presented. Motion carried 3-0.

Public Hearing

19. **Amendment to the 2013-2014 Community Development Block Grant (CDBG) Annual Action Plan** – CDBG Coordinator Callahan
- a. Conduct a public hearing; and
 - 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).

Carla Callahan, CDBG Coordinator, thanked Council Members Milne and Krupa for participating on the ad-hoc committee. The 30-day public review period has closed. The amended action plan includes the additional allocation. There were no written public comments received. A letter of appreciation was received from a resident who benefited from the City's Senior Repair Program and acknowledged the efforts of Edna LeBron.

Mayor Youssef declared the Public Hearing opened at 7:32 p.m.

There were no public comments presented.

Mayor Youssef declared the Public Hearing closed at 7:32 p.m.

Council Member Krupa moved and Council Member Wright seconded a motion to approve this item as presented. Motion carried 3-0.

Communications from the Public

Catherine Menchaca, Hemet, resident of Hemet since 1998. Ms. Menchaca explained a situation that happened at the Hemet WalMart. Ms. Menchacas was pleased with the assistance from Hemet PD and the management at WalMart. She encouraged others to let the management know if they have any problems, they are willing to help.

Bob Jungbluth, Hemet, very happy to know that more police officers are being hired.

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

All three performances of Zorro were well attended. Great show might play again next year if you missed it.

4. Indian Gaming Distribution Fund
5. Riverside Transit Agency (RTA)
6. Update on Veteran's Day Event

The City will be hosting the annual Veteran's Day Celebration on Monday, November 11th at Gibble Park.

7. Update on Christmas Parade

The Christmas Parade will be held on Saturday, December 7th. This year theme will be "Patriotic".

Council Member Krupa, Shoshana Bean performed at the Hemet Theater. Wonderful event, hope to see more events like that in the future.

Council Member Krupa, a group from Hemet went to Sacramento to present "Discover IE" to the California Tourism Council.

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

The Park Commission will be bringing forward recommendations for Welch Green Memorial Park. The Park Commission is recommending that the City Council look at the General Plan Park requirements to confirm that we are in compliance. A concern was expressed that open space without amenities does not qualify. Council Member Wright suggested that staff look into amenities at the park next to Fire Station No. 2 and possibly apply for another Kaboom Park.

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

Broadway Nights at the Bowl will be August 14 and 21st.

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

Council Member Krupa, the Ad-Hoc Committee met and are reviewing the HANS applications that have been submitted.

G. Interim City Manager Bradley

1. Manager's Reports
2. Schedule Workshop with David Turch and Associates

Staff will work with the City Council to schedule a date.

3. Letter in Opposition of SB 594

The City will continue to oppose this bill.

4. League of California Cities General Meeting

The Delegates are Council Members Krupa and Wright.

5. League of California Cities Division Meeting in Hemet, November 18, 2013

The City Council will Sponsor the November 18, 2013 Division Meeting.

6. Federal Public Health Survey

A Federal Public Health Survey is being performed in our Community.

7. Highway 74 Update

The Bill was approved yesterday in another Committee Hearing. If it does get to CalTrans negotiations will begin at that time.

Future Agenda Items

There were no future agenda items requested at this time.

Adjournment

Adjourned at 7:52 p.m. to Tuesday, September 10, 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 *RSB*

DATE: September 10, 2013

RE: Warrant Register

The City of Hemet's warrant register dated August 22, 2013 is currently posted on the City's website in the Finance Department section, under *Financial Information*. Payroll for the period of August 5, 2013 to August 18, 2013 was \$596,269.78.

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: Judith L. Oltman, City Treasurer
DATE: September 10, 2013 *RSB*
RE: Investment Portfolio as of June 2013

RECOMMENDED ACTION:

Receive and file.

ANALYSIS:

The summary statement of activity and balances of the Treasurer's Investment Portfolio for the month of June 2013 is forwarded herewith for your review. On 6/13/13 we purchased a 5yr/ 1 year call FHLB #2261 for \$500,000 at 1.17%; on 6/26/13 we purchased a 5yr/3 month call FHLMC #2262 for \$500,000 at 1.40%; and on 6/27/13 we purchased a 5yr/3 month call FHLB #2262 for \$500,000 at 1.45%. On 6/20/13 our two Community Commerce Bank CDs #s 3122 and 3123 matured. On 6/13/13 our Library \$500,000 was rolled over to a 5yr/ 3 month call FHLB #3304 at 1.15%.

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

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

Respectfully Submitted,

Judith L. Oltman

Judith L. Oltman
City Treasurer

attachment

CITY OF HEMET, CALIFORNIA
Monthly Report of Investment Activities

JUNE 2013

INVESTMENT CLASSIFICATIONS	MONTHLY ACTIVITY	CONSOLIDATED BALANCE
PORTFOLIO AS OF May	67,843,198.04	
CERTIFICATES OF DEPOSIT		
Placed this month		
Matured this month	-198,000.00	
Balance		6,698,000.00
LOCAL AGENCY INVESTMENT FUND: City of Hemet		
Deposits		
Withdrawals		
Balance		35,112,933.04
LOCAL AGENCY INVESTMENT FUND: City of Hemet		
Deposits		
Withdrawals		
Balance		1,874.85
BANK OF NEW YORK MELLON Custodial Acct.		
Deposits	6,010,719.68	
Withdrawals	-2,010,719.68	
Balance		5,167,958.98
RABO BANK: Money Market Account		
Deposits		
Withdrawals		
Balance		200,000.00
CITIBANK: Money Market Account		
Deposits	2,546,596.92	
Withdrawals	-3,502,875.00	
Balance		4,291,981.35
CITIBANK: Money Market Account 3		
Deposits	823,666.18	
Withdrawals	-4,000,000.00	
Balance		5,904,837.92
MUNICIPAL BONDS/CORPORATES		
Deposits		
Withdrawals		
Balance		4,135,000.00
GOVERNMENT AGENCIES		
2229 2.125% FNMA 7/22/16		500,000.00
2249 1.20% FNMA 5/16/17		500,000.00
2251 1.05% FNMA 6/27/17		500,000.00
2252 1.0% FNMA 8/21/17		500,000.00
2253 1.0% FNMA 11/29/17		500,000.00
2254 1.05% FHLB 1/17/18		500,000.00
2255 1.15% FNMA 2/28/18		500,000.00
2256 1.10% FHLMC 4/17/18		500,000.00
2257 1.15% FHLMC 4/25/18		500,000.00
2258 1.0% FNMA 4/30/18		500,000.00
2259 .70% FNMA 4/30/18		500,000.00
2260 1.0% FNMA 5/21/18		500,000.00
2261 1.17% FHLB 6/13/18	500,000.00	500,000.00
2262 1.40% FHLMC 6/26/13	500,000.00	500,000.00
2263 1.45% FHLB 6/27/13	500,000.00	500,000.00
PORTFOLIO BALANCE AS OF JUNE 2013	69,012,586.14	69,012,586.14

INTEREST EARNINGS	12-13 FISCAL YEAR-TO-DATE	
EARNINGS BALANCE AS OF June 1, 2013		331,166.25
CERTIFICATES OF DEPOSIT INT.	5,613.15	
OTHER GOVERNMENT SECURITIES	2,500.00	
CITIBANK MONEY MARKET ACCOUNT	721.91	
CITIBANK MONEY MARKET ACCOUNT 3	1,020.32	
BANK OF NY MONEY MARKET ACCT.	3.89	
BANK OF NY MM ACCT. ACCRUED INT.	18.50	
ACCRUED INTEREST	104,397.69	
LOCAL AGENCY INVESTMENT FUNDS		
City of Hemet Interest Accrued	21,320.50	
City of Hemet Interest Accrued	1.14	
MONTHLY EARNINGS TOTAL	135,597.10	135,597.10
MEMO ONLY:		
MERCHANT BANK CHG. June	-3,305.43	
ACCRUED BANK CHG.	-2,621.04	
MAY CORRECTION	3,147.93	
LIBRARY CREDIT CARD FEES	-88.30	
ARMORED CAR	-364.62	
ASSET SEIZURE FUNDS		
Charges as of: June 1, 2013	-35,014.81	
YTD CHARGES	-38,246.27	
12-13 YEAR-TO-DATE INTEREST EARNINGS		466,763.35

CITY OF HEMET
Portfolio Management
Portfolio Summary
June 30, 2013

Investments	Par Value	Market Value	Book Value	% of Portfolio	Term	Days to Maturity	YTM 360 Equiv.	YTM 365 Equiv.
Certificates of Deposit - Bank	2,971,000.00	3,014,167.05	2,971,000.00	4.29	1,401	621	1.541	1.562
Managed Pool Accounts	35,114,807.89	35,114,807.89	35,114,807.89	50.74	1	1	0.237	0.240
Passbook/Checking Accounts	15,764,778.25	15,764,778.25	15,764,778.25	22.78	1	1	0.294	0.298
Local Government Bonds	3,135,000.00	3,251,638.75	3,127,124.81	4.52	1,488	720	4.560	4.624
Medium Term Notes	1,000,000.00	973,275.00	1,004,326.65	1.45	1,694	1,614	1.233	1.250
Federal Agency Issues - Coupon	7,500,000.00	7,356,936.85	7,500,000.00	10.84	1,826	1,650	1.153	1.169
Negotiable CDs	3,727,000.00	3,731,694.81	3,727,000.00	5.39	1,656	1,326	1.173	1.189
	69,212,586.14	69,207,298.60	69,209,037.60	100.00%	440	334	0.665	0.674
Investments								
Cash and Accrued Interest								
Accrued Interest at Purchase		11,320.83	11,320.83					
Subtotal		11,320.83	11,320.83					
Total Cash and Investments	69,212,586.14	69,218,619.43	69,220,358.43		440	334	0.665	0.674
Total Earnings								
	June 30 Month Ending	Fiscal Year To Date		Fiscal Year Ending				
Current Year	39,371.31	441,142.72		441,142.72				
Average Daily Balance	69,168,288.29							
Effective Rate of Return	0.69%							

JUDITH L. OLTMAN, TREASURER

Reporting period 06/01/2013-06/30/2013

Run Date: 09/03/2013 - 13:54

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

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

CUSIP	Investment #	Issuer	Average Balance	Purchase Date	Par Value	Market Value	Book Value	Stated Rate	Moody's	YTM 365	Days to Maturity	Maturity Date
Certificates of Deposit - Bank												
SYS3124	3124	Ally Bank		07/30/2010	247,000.00	256,771.07	247,000.00	2.450		2.450	759	07/30/2015
SYS3138	3138	AMERICAN EXPRESS CENTURIAN		08/25/2011	248,000.00	249,658.05	248,000.00	1.150		1.150	420	08/25/2014
06740KEX1	3146	BARCLAYS BANK DE		12/07/2011	247,000.00	254,476.29	247,000.00	1.900		1.900	1,255	12/07/2016
SYS3130	3130	BMW BANK OF NORTH AMERICA, UT		10/22/2010	248,000.00	251,246.05	248,000.00	1.550		1.550	478	10/22/2014
SYS3128	3128	BANK OF HEMET		09/06/2010	247,000.00	247,000.00	247,000.00	1.600		1.600	67	09/06/2013
SYS3144	3144	BANK OF THE WEST		10/12/2011	249,000.00	255,527.46	249,000.00	1.750		1.750	1,199	10/12/2016
SYS3129	3129	BANK OF HEMET		09/06/2010	247,000.00	247,000.00	247,000.00	1.600		1.600	67	09/06/2013
SYS3136	3136	CIT BANK		08/24/2011	247,000.00	254,087.79	247,000.00	1.800		1.800	1,150	08/24/2016
SYS3142	3142	COMPASS BANK		09/14/2011	248,000.00	248,000.00	248,000.00	0.850		0.850	77	09/16/2013
SYS3134	3134	DISCOVER BANK		08/24/2011	248,000.00	248,000.00	248,000.00	1.050		1.050	420	08/25/2014
36160WVR7	3132	G.E. Capital Financial, Inc.		08/12/2011	247,000.00	254,400.34	247,000.00	1.850		1.850	1,138	08/12/2016
SYS3140	3140	GOLDMAN SACHS		08/31/2011	248,000.00	248,000.00	248,000.00	1.200		1.200	428	09/02/2014
Subtotal and Average			3,096,400.00		2,971,000.00	3,014,167.05	2,971,000.00			1.562	621	
Managed Pool Accounts												
SYS1001	1001	LOCAL AGENCY INVESTMENT FUND			35,112,933.04	35,112,933.04	35,112,933.04	0.240		0.240	1	
SYS1002	1002	LOCAL AGENCY INVEST. FUND			1,874.85	1,874.85	1,874.85	0.240		0.240	1	
Subtotal and Average			35,114,807.89		35,114,807.89	35,114,807.89	35,114,807.89			0.240	1	
Passbook/Checking Accounts												
SYS5009	5009	BANK OF NEW YORK			5,167,958.98	5,167,958.98	5,167,958.98			0.000	1	
SYS5001	5001	Citibank			4,291,981.35	4,291,981.35	4,291,981.35	0.450		0.450	1	
SYS5003	5003	CITIBANK			0.00	0.00	0.00	3.050		3.050	1	
SYS5004	5004	CITIBANK3			5,904,837.92	5,904,837.92	5,904,837.92	0.450		0.450	1	
SYS5011	5011	RABOBANK		02/28/2013	400,000.00	400,000.00	400,000.00	0.260		0.260	1	
SYS5002	5002	UNION BANK OF CALIFORNIA		07/01/2012	0.00	0.00	0.00	0.012		0.012	1	
Subtotal and Average			16,648,706.96		15,764,778.25	15,764,778.25	15,764,778.25			0.298	1	
Local Government Bonds												
423542KL2	5006	HEMET UNIFIED SCHOOL DISTRICT		07/22/2010	2,000,000.00	2,085,760.00	1,991,905.56	5.375		5.609	730	07/01/2015
509896AC0	5007	Lake Hemet Municipal Water Dis		10/07/2010	140,000.00	140,302.40	140,219.25	3.000		2.153	71	09/10/2013
533020DC4	5012	CITY OF LINCOLN		03/02/2013	995,000.00	1,025,576.35	995,000.00	3.000		3.000	793	09/02/2015
Subtotal and Average			3,127,007.88		3,135,000.00	3,251,638.75	3,127,124.81			4.624	720	

Portfolio COFH

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

CUSIP	Investment #	Issuer	Average Balance	Purchase Date	Par Value	Market Value	Book Value	Stated Rate	Moody's	YTM 365	Days to Maturity	Maturity Date
Medium Term Notes												
68389XAN5	5010	ORACLE		03/28/2013	500,000.00	485,610.00	501,042.22	1.200		1.150	1,567	10/15/2017
94974BFG0	5013	WELLS FARGO		04/26/2013	500,000.00	487,665.00	503,284.43	1.500		1.350	1,660	01/16/2018
Subtotal and Average			1,004,365.56		1,000,000.00	973,275.00	1,004,326.65			1.250	1,614	
Federal Agency Issues - Coupon												
313381MV4	2254	FEDERAL HOME LOAN BANK		01/17/2013	500,000.00	489,280.00	500,000.00	1.050		1.050	1,661	01/17/2018
313383GY1	2261	FEDERAL HOME LOAN BANK		06/13/2013	500,000.00	487,812.50	500,000.00	1.170		1.170	1,808	06/13/2018
313383JZ53	2263	FEDERAL HOME LOAN BANK		06/27/2013	500,000.00	491,220.00	500,000.00	1.450		1.450	1,822	06/27/2018
3134G37C8	2256	FEDERAL HOME LOAN MTG ASSOC.		04/17/2013	500,000.00	487,415.00	500,000.00	1.100		1.100	1,751	04/17/2018
3134G37H7	2257	FEDERAL HOME LOAN MTG ASSOC.		04/25/2013	500,000.00	488,215.00	500,000.00	1.150		1.150	1,759	04/25/2018
3134G47G7	2262	FEDERAL HOME LOAN MTG ASSOC.		06/26/2013	500,000.00	490,300.00	500,000.00	1.400		1.400	1,821	06/26/2018
3136FRB44	2229	FEDERAL NTL MORTGAGE ASSOC.		07/22/2011	500,000.00	500,495.00	500,000.00	2.125		2.125	1,117	07/22/2016
3136G0GA3	2249	FEDERAL NTL MORTGAGE ASSOC.		05/16/2012	500,000.00	498,060.00	500,000.00	1.200		1.200	1,415	05/16/2017
3136G0NY3	2251	FEDERAL NTL MORTGAGE ASSOC.		06/27/2012	500,000.00	493,945.00	500,000.00	1.050		1.050	1,457	06/27/2017
3135G0NF6	2252	FEDERAL NTL MORTGAGE ASSOC.		08/21/2012	500,000.00	492,050.00	500,000.00	1.000		1.000	1,512	08/21/2017
3136G04U2	2253	FEDERAL NTL MORTGAGE ASSOC.		11/29/2012	500,000.00	490,245.00	500,000.00	1.000		1.000	1,612	11/29/2017
3135G0UN1	2255	FEDERAL NTL MORTGAGE ASSOC.		02/28/2013	500,000.00	489,515.00	500,000.00	1.150		1.146	1,703	02/28/2018
3135G0WN9	2258	FEDERAL NTL MORTGAGE ASSOC.		04/30/2013	500,000.00	484,700.00	500,000.00	1.000		1.000	1,764	04/30/2018
3136G1LB3	2259	FEDERAL NTL MORTGAGE ASSOC.		04/30/2013	500,000.00	488,359.35	500,000.00	0.700		0.700	1,764	04/30/2018
3135G0XG3	2260	FEDERAL NTL MORTGAGE ASSOC.		05/21/2013	500,000.00	485,325.00	500,000.00	1.000		1.000	1,785	05/21/2018
Subtotal and Average			6,450,000.00		7,500,000.00	7,356,936.85	7,500,000.00			1.169	1,650	
Negotiable CDs												
856284-E3-4	3147	BANK OF INDIA NEW YORK		04/27/2012	248,000.00	256,062.80	248,000.00	2.000		2.000	1,396	04/27/2017
106895AY1	3161	BREMER BANK GRAND FORKS, MN		06/22/2012	249,000.00	248,950.87	249,000.00	1.200		1.217	1,452	06/22/2017
10700QBC7	3160	BREMER BANK OF MOORHEAD ND		06/22/2012	249,000.00	248,950.87	249,000.00	1.200		1.217	1,452	06/22/2017
107003AK1	3162	BREMER BANK NA		06/28/2012	249,000.00	248,950.72	249,000.00	1.200		1.217	1,458	06/28/2017
17037TDV6	3169	CHOICE FINANCIAL GROUP		11/20/2012	248,000.00	244,178.52	248,000.00	1.000		1.000	1,603	11/20/2017
20033AAG13	3168	COMENITY CAPITAL BANK		10/25/2012	249,000.00	246,060.90	249,000.00	1.050		1.065	1,577	10/25/2017
29976DNY2	3166	EVERBANK		10/15/2012	248,000.00	248,000.00	248,000.00	1.000		1.000	1,568	10/16/2017
373128DS3	3167	GEORGIA BANK AND TRUST		10/17/2012	249,000.00	245,547.39	249,000.00	1.000		1.014	1,569	10/17/2017
36159CRZ1	3126	GE Money Bank		07/30/2010	247,000.00	256,511.60	247,000.00	2.400		2.400	759	07/30/2015
48124JSB5	3171	JP MORGAN CHASE BANK		01/28/2013	248,000.00	248,000.00	248,000.00	0.850		0.850	1,672	01/28/2018
7865803L2	3164	SAFRA NATIONAL BANK		09/27/2012	249,000.00	249,000.00	249,000.00	0.800		0.800	819	09/28/2015
795450NR2	3163	SALLIE MAE		07/25/2012	248,000.00	248,000.00	248,000.00	1.200		1.200	756	07/27/2015
84603M2W5	3165	SOVEREIGN BANK		10/03/2012	249,000.00	249,587.59	249,000.00	0.750		0.750	459	10/03/2014

Portfolio COFH

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

CUSIP	Investment #	Issuer	Average Balance	Purchase Date	Par Value	Market Value	Book Value	Stated Rate	Moody's	YTM 365	Days to Maturity	Maturity Date
Negotiable CDs												
909557CL2	3170	United Bankers' Bank		11/29/2012	249,000.00	245,893.55	249,000.00	1.100		1.115	1,612	11/29/2017
94986TMF1	3172	WELLS FARGO		03/28/2013	248,000.00	248,000.00	248,000.00	1.000		1.000	1,731	03/28/2018
Subtotal and Average			3,727,000.00		3,727,000.00	3,731,694.81	3,727,000.00			1.189	1,326	
Total and Average			69,168,288.29		69,212,586.14	69,207,298.60	69,209,037.60			0.674	334	

**CITY OF HEMET
Portfolio Management
Portfolio Details - Cash
June 30, 2013**

CUSIP	Investment #	Issuer	Average Balance	Purchase Date	Par Value	Market Value	Book Value	Stated Rate	Moody's	YTM 365	Days to Maturity
		Average Balance	0.00								
				Accrued Interest at Purchase		11,320.83	11,320.83				0
				Subtotal		11,320.83	11,320.83				
		Total Cash and Investmentss	69,168,288.29		69,212,586.14	69,218,619.43	69,220,358.43			0.674	334

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

Issuer	CUSIP	Investment #	Security Type	Par Value	Current Rate			Interest		Variance	
						Date Due	Date Received	Amount Due	Amount Received		
BARCLAYS BANK DE	06740KEX1	3146	BCD	247,000.00	1.900	06/07/2013	06/10/2013	2,346.50	2,340.07	-6.43	
								Subtotal	2,346.50	2,340.07	
BANK OF HEMET	SYS3128	3128	BCD	247,000.00	1.600	06/06/2013	06/10/2013	335.65	335.65	-	
								Subtotal	335.65	335.65	
BANK OF THE WEST	SYS3144	3144	BCD	249,000.00	1.750	06/12/2013	06/13/2013	370.09	370.09	-	
								Subtotal	370.09	370.09	
BANK OF HEMET	SYS3129	3129	BCD	247,000.00	1.600	06/06/2013	06/10/2013	335.65	335.65	-	
								Subtotal	335.65	335.65	
BREMER BANK GRAND FORKS, MN	106895AY1	3161	NC2	249,000.00	1.200	06/22/2013	06/25/2013	257.30	253.78	-3.52	
								Subtotal	257.30	253.78	
BREMER BANK OF MOORHEAD ND	10700QBC7	3160	NC2	249,000.00	1.200	06/22/2013	06/25/2013	257.30	253.78	-3.52	
								Subtotal	257.30	253.78	
BREMER BANK NA	107003AK1	3162	NC2	249,000.00	1.200	05/28/2013	06/04/2013	249.00	245.59	-3.41	
								Subtotal	249.00	245.59	
COMMUNITY COMMERCE BANK	SYS3122	3122	BCD	0.00	2.200	06/20/2013	06/03/2013	187.55	187.55	-	
								Subtotal	187.55	302.50	114.95
COMMUNITY COMMERCE BANK	SYS3123	3123	BCD	0.00	2.200	06/20/2013	06/03/2013	187.55	187.55	-	
								Subtotal	187.55	302.50	114.95
COMENITY CAPITAL BANK	20033AAG13	3168	NC2	249,000.00	1.050	05/25/2013	06/04/2013	217.88	214.89	-2.99	
								Subtotal	443.02	436.94	-3.09

Portfolio COFH

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

Issuer	CUSIP	Investment #	Security Type	Par Value	Current Rate	Date Due	Date Received	Interest		Variance
								Amount Due	Amount Received	
FEDERAL NTL MORTGAGE ASSOC.	3136G04U2	2253	FAC	500,000.00	1.000	05/29/2013	06/03/2013	2,500.00	2,500.00	-
							Subtotal	2,500.00	2,500.00	
GEORGIA BANK AND TRUST	373128DS3	3167	NC2	249,000.00	1.000	06/17/2013	06/18/2013	214.42	211.48	-2.94
							Subtotal	214.42	211.48	
United Bankers' Bank	909557CL2	3170	NC2	249,000.00	1.100	05/28/2013	06/03/2013	228.25	225.12	-3.13
							Subtotal	228.25	225.12	
Total								7,912.28	8,113.15	
Total Cash Overpayment								229.90		
Total Cash Shortfall								-29.03		

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

Issuer	CUSIP	Investment #	Security Type	Par Value	Current Rate	Interest	
						Date Received	Amount Received
Cash Accounts							
BANK OF NEW YORK	SYS5009	5009	PA1	5,167,958.98		06/03/2013	3.89
						Subtotal	3.89
Citibank	SYS5001	5001	PA1	4,291,981.35	0.450	06/28/2013	721.91
						Subtotal	721.91
CITIBANK3	SYS5004	5004	PA1	5,904,837.92	0.450	06/28/2013	1,020.32
						Subtotal	1,020.32
						Total	1,746.12

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

www.treasurer.ca.gov/pmia
-laif
July 15, 2013

CITY OF HEMET

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

PMIA Average Monthly Yields

Account Number:
98-33-362

Tran Type Definitions

June 2013 Statement

Account Summary

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

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

www.treasurer.ca.gov/pmia-laif
July 15, 2013

TREASURER
445 EAST FLORIDA AVENUE
HEMET, CA 92543-4209

PMIA Average Monthly Yields

Account Number:
65-33-006

Tran Type Definitions

June 2013 Statement

Account Summary

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

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

Date	Activity	98510810	98510811	98510812	98510813	98510814	98510815	RDA	TOTAL
		496-1502 Interest Fund	Principal Fund	Sinking Fund	496-1503 Reserve Fund	Redemption Fund	390-1502 Cost of Issuance	390-1503 Acquisition Fund	
7/31/2012	Interest								0.00
	Interfund transfer								0.00
	Debt Service from City of Hemet								0.00
	Debt Service Payment								0.00
	BALANCE	0.00	0.00	0.00	607,178.60	0.00	0.00	0.00	607,178.60
8/31/2012	Interest								0.00
	Interfund transfer								0.00
	Debt Service from City of Hemet								0.00
	Debt Service Payment								0.00
	BALANCE	0.00	0.00	0.00	607,178.60	0.00	0.00	0.00	607,178.60
9/30/2012	Interest								0.00
	Interfund transfer	2,029.30			(2,029.30)				0.00
	Debt Service from City of Hemet	453,716.95							453,716.95
	Debt Service Payment	(455,746.25)							(455,746.25)
	BALANCE	0.00	0.00	0.00	605,149.30	0.00	0.00	(0.00)	605,149.30
10/31/2012	Interest								0.00
	Interfund transfer								0.00
	Debt Service from City of Hemet								0.00
	Debt Service Payment								0.00
	BALANCE	0.00	0.00	0.00	605,149.30	0.00	0.00	(0.00)	605,149.30
11/30/2012	Interest								0.00
	Interfund transfer								0.00
	Debt Service from City of Hemet								0.00
	Debt Service Payment								0.00
	BALANCE	0.00	0.00	0.00	605,149.30	0.00	0.00	(0.00)	605,149.30
12/31/2012	Interest								0.00
	Interfund transfer								0.00
	Debt Service from City of Hemet								0.00
	Debt Service Payment								0.00
	BALANCE	0.00	0.00	0.00	605,149.30	0.00	0.00	(0.00)	605,149.30
1/31/2013	Interest								0.00
	Interfund transfer								0.00
	Debt Service from City of Hemet								0.00
	Debt Service Payment								0.00
	BALANCE	0.00	0.00	0.00	605,149.30	0.00	0.00	(0.00)	605,149.30
2/28/2013	Interest								0.00
	Interfund transfer								0.00
	Debt Service from City of Hemet								0.00
	Debt Service Payment								0.00
	BALANCE	0.00	0.00	0.00	605,149.30	0.00	0.00	(0.00)	605,149.30
3/31/2013	Interest								0.00
	Interfund transfer								0.00
	Debt Service from City of Hemet								0.00
	Debt Service Payment								0.00
	BALANCE	0.00	0.00	0.00	605,149.30	0.00	0.00	(0.00)	605,149.30
4/30/2013	Interest								0.00
	Interfund transfer								0.00
	Debt Service from City of Hemet								0.00
	Debt Service Payment								0.00
	BALANCE	0.00	0.00	0.00	605,149.30	0.00	0.00	(0.00)	605,149.30
5/31/2013	Interest								0.00
	Interfund transfer								0.00
	Debt Service from City of Hemet								0.00
	Debt Service Payment								0.00
	BALANCE	0.00	0.00	0.00	605,149.30	0.00	0.00	(0.00)	605,149.30
6/30/2013	Interest								0.00

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

Date	Activity	98510810 496-1502 Interest Fund	98510811 Principal Fund	98510812 Sinking Fund	98510813 496-1503 Reserve Fund	98510814 Redemption Fund	98510815 390-1502 Cost of Issuance	RDA 390-1503 Acquisition Fund	TOTAL All Accounts
	Interfund transfer								0.00
	Debt Service from City of Hemet								0.00
	Debt Service Payment								0.00
	BALANCE	0.00	0.00	0.00	605,149.30	0.00	0.00	(0.00)	605,149.30

First American Treas Oblig CL D Corp Tr	605,149.30
Money Market/RDA	<u>605,149.30</u>
	0.00

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

Date	Activity	98510818	98510819		98510816	98510815	98510817	RDA	TOTAL
		496-1504 Interest Fund	Principal Fund	Sinking Fund	496-1506 Reserve Fund	Redemption Fund	389-1502 Cost of Issuance	389-1503 Acquisition Fund	
	BALANCE	0.00	0.00	0.00	475,474.45	0.00	(0.00)	0.00	475,474.45
5/31/2013	Interest								0.00
	Interfund transfer								0.00
	Debt Service from City of Hemet								0.00
	Debt Service Pmt								0.00
	BALANCE	0.00	0.00	0.00	475,474.45	0.00	(0.00)	0.00	475,474.45
6/30/2013	Interest								0.00
	Interfund transfer								0.00
	Debt Service from City of Hemet								0.00
	Debt Service Pmt								0.00
	BALANCE	0.00	0.00	0.00	475,474.45	0.00	(0.00)	0.00	475,474.45
	First American Treas Oblig CL D Corp Tr		475,474.45						
	LAIF/RDA		0.00						
			<u>475,474.45</u>						
			0.00						

LIBRARY
Portfolio Management
Portfolio Summary
June 30, 2013

Investments	Par Value	Market Value	Book Value	% of Portfolio	Term	Days to Maturity	YTM 360 Equiv.	YTM 365 Equiv.
Federal Agency Coupon Securities	1,000,000.00	978,195.00	1,000,000.00	100.00	1,826	1,703	1.060	1.075
Investments	1,000,000.00	978,195.00	1,000,000.00	100.00%	1,826	1,703	1.060	1.075
Total Earnings	June 30 Month Ending	Fiscal Year To Date	Fiscal Year Ending					
Current Year	704.17	13,356.95	13,356.95					
Average Daily Balance	800,000.00							
Effective Rate of Return	1.07%							

 JUDITH L. OLTMAN, TREASURER

Reporting period 06/01/2013-06/30/2013

Run Date: 09/03/2013 - 15:21

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

LIBRARY
Portfolio Management
Portfolio Details - Investments
June 30, 2013

CUSIP	Investment #	Issuer	Average Balance	Purchase Date	Par Value	Market Value	Book Value	Stated Rate	YTM 365	Days to Maturity	Maturity Date
Federal Agency Coupon Securities											
313383AW1	3304	FEDERAL HOME LOAN BANK		06/13/2013	500,000.00	487,625.00	500,000.00	1.150	1.150	1,808	06/13/2018
3135G0RQ8	3303	FEDERAL NATL MORTGAGE		11/15/2012	500,000.00	490,570.00	500,000.00	1.000	1.000	1,598	11/15/2017
		Subtotal and Average	800,000.00		1,000,000.00	978,195.00	1,000,000.00		1.075	1,703	
		Total and Average	800,000.00		1,000,000.00	978,195.00	1,000,000.00		1.075	1,703	



Staff Report

TO: Honorable Mayor and Members of the City Council

FROM: Jorge Biagioni, City Engineer
Ronald E. Bradley, Interim City Manager

DATE: September 10, 2013

RE: Installation of Banners Across Florida Avenue

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

BACKGROUND:

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

- A. SCSDA Southern California Sand Drag Association – Racin for a Cure. The banner will go up at Florida and Kirby on September 23, 2013 and down on October 7, 2013, to make the public aware of Breast Cancer Awareness proceeds going to local Breast Cancer Organization. The application and banner legend are attached.
- B. Riverside County EDA – Hemet-Ryan Airport. The banner will go up at Florida and Kirby on October 7, 2013 and down on October 21, 2013, to make the public aware of the Hemet-Ryan Airshow on November 2, 2013. The application and banner legend are attached.
- C. First Baptist Church of Hemet – 10th Annual Car Show. The banner will go up at Florida and Harvard on September 11, 2013 and down on September 30, 2013, to make the public aware of the Annual Car Show. The application and banner legend are attached.
- D. Good Time Wood Carvers – Woodcarving Show YMCA Youth Fundraiser. The banner will go up at Florida and Kirby on October 21, 2013 and down on November 4, 2013, to make the public aware of their show and annual fund raiser. The application and banner legend are attached.
- E. National Alliance for Mental Health – NAMI Walks - The banner will go up at Florida and Kirby on October 14, 2013 and down on October 21, 2013, to make the public aware of their annual walk for mental illness. The application and banner legend are attached.

ANALYSIS:

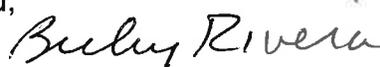
Ordinance 1598 states that “certain eligible events and festivals that are deemed to be of community-wide benefit may place banners, flags or similar devices over public streets”.

CONSISTENCY WITH ADOPTED GOALS, PLANS, AND PROGRAMS:

Ordinance 1598 adopted March 23, 1998.

FISCAL IMPACT: No impact to General Fund.

Respectfully submitted,

A handwritten signature in cursive script that reads "Becky Rivera".

Becky Rivera, Engineering Department

City of Hemet
SPECIAL EVENT BANNER PERMIT APPLICATION

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

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

ORGANIZATION OR
APPLICANT NAME: Southern California Sand Drag Association
CONTACT PERSON: Steve DeNunzio PHONE NO. 626-347-0299
ADDRESS: 1330 N. Eastbury Ave
CITY, STATE, ZIP CODE: Covina, Ca 91722
EVENT: "Racin for A Cure" sand drags @ Soboba
EVENT DATE: October 4-6, 2013
BANNER LOCATION: Florida Ave. at Harvard Ave. or Florida Ave. at Kirby St.
DESIRED START DATE: 9-23-13 REMOVAL DATE: 10-7-2013
BANNER SIZE: 3' x 30'

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

SIGNATURE  TITLE: Ceo
PRINTED NAME: Steve DeNunzio DATE: 6-4-2013

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

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



June 4, 2013

Becky Rivera
City of Hemet, Public Works Department
510 E. Florida Ave.
Hemet, CA 92543

Re: Special Event Banner Permit Application

Thank you for considering our request for a banner across Florida Avenue. Enclosed are our completed *Special Event Banner Permit Application* and drawing of our proposed 3' x 30' banner. The dates we discussed for the banner to be displayed are September 23 through October 7, 2013.

As you can see by the banner design and our event flyer, our October event is in recognition of Breast Cancer Awareness month. We have contacted two local charity organizations, Marion Jonker of *Breast Cancer DIY in Hemet* and Michelle's Place of Temecula, who support and provide services to the Hemet/San Jacinto area as well as other surrounding communities. We are also developing a dedicated class during our event where the proceeds will be donated to charity, as well as other potential fund raising opportunities for our charity recipients.

I would be happy to discuss our application or answer any questions you may have and can be reached by cell phone at (626) 347-0299 or via email at SouthernCaSandDragAssoc@yahoo.com

Sincerely,

A handwritten signature in black ink, appearing to read "Steve DeNunzio", written over a light blue circular stamp or watermark.

Steve DeNunzio, CEO
Southern California Sand Drag Association

Mail: 1330 N. Eastbury Ave., Covina, CA 91722-1426
Telephone: 626.347.0299 or 714.904.9862
Email: southernCASanddragassoc@yahoo.com
Website: www.SoCalSandDrags.com

SCSDA SAND DRAGS AT SOBORA GASINO SCSOA

www.SocalSandDrags.com

October 4th - 6th

www.SocalSandDrags.com

City of Hemet
SPECIAL EVENT BANNER PERMIT APPLICATION

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

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

ORGANIZATION OR APPLICANT NAME: Rio Co EDA
CONTACT PERSON: Veronica Casper PHONE NO. 951 201-1493
ADDRESS: Box 1190
CITY, STATE, ZIP CODE: Riverside CA 92502
EVENT: Hemet Ryan Airshow
EVENT DATE: 11/2/13
BANNER LOCATION: Florida Ave. at Harvard Ave. or Florida Ave. at Kirby St.
DESIRED START DATE: 10/7/13 REMOVAL DATE: 10/21/13
BANNER SIZE: _____

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

SIGNATURE _____ TITLE: _____
PRINTED NAME: Veronica Casper DATE: 8/5/13

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

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

HEMET - RYAN AIR SHOW

November 2, 2013

HEMET RYAN AIRPORT

City of Hemet
SPECIAL EVENT BANNER PERMIT APPLICATION

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

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

ORGANIZATION OR
APPLICANT NAME: FIRST BAPTIST CHURCH OF HEMET

CONTACT PERSON: RENEE DAVIES PHONE NO. 951.658.7133

ADDRESS: 26089 GIRARD ST.

CITY, STATE, ZIP CODE: HEMET, CA 92544

EVENT: FBC 10th ANNUAL CAR SHOW

EVENT DATE: SEPTEMBER 28, 2013

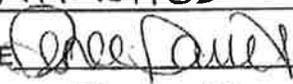
BANNER LOCATION: Florida Ave. at Harvard Ave. or Florida Ave. at Kirby St.

DESIRED START DATE: 9/16/13 REMOVAL DATE: 9/30/13

BANNER SIZE: 3' x 25'

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

* SEE ATTACHED

SIGNATURE:  TITLE: OFFICE MANAGER

PRINTED NAME: RENEE DAVIES DATE: 10/04/12

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

SUBMIT COMPLETED FORM AND REQUIRED ATTACHMENTS TO:

Becky Rivera - Public Works Department
510 E. Florida Ave.
Hemet CA 92543
(951) 765-2455 Fax (951) 765-3878

B.Soiner@Cityofhemet.org

FBC Annual Car Show Sept 28th

26089 Girard St. www.fbchemet.org 951-658-7133

Banner size: 3 feet wide x 25 feet long

Note: This will be our 10th Annual FBC Car Show, and is the same banner that has been approved for use each year.

The Car Show will be from 9:00 a.m. to 1:00 p.m. this year.

City of Hemet
SPECIAL EVENT BANNER PERMIT APPLICATION

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

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

ORGANIZATION OR APPLICANT NAME: Good time Woodcarvers

CONTACT PERSON: Duane Laxen PHONE NO. 951-766-7478

ADDRESS: 730 ALPINE ST

CITY, STATE, ZIP CODE: Hemet CA 92542

EVENT: Woodcarving Show Fundraiser for YMCA Youth Center

EVENT DATE: NOV. 9th

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

DESIRED START DATE: 10/28/2013 REMOVAL DATE: 11/4/2013

BANNER SIZE: _____

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

SIGNATURE _____ TITLE: _____

PRINTED NAME: _____ DATE: _____

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

SUBMIT COMPLETED FORM AND REQUIRED ATTACHMENTS TO:
Becky Rivera ~~Laurie Knotek~~ - Public Works Department
510 E. Florida Ave.
Hemet CA 92543
765-2455 (951) ~~765-2326~~ Fax (951) 765-3878

FOR CITY USE

DATE APPROVED
BY CITY COUNCIL _____

Deliver Banner

Sat. Nov. 10th 2nd
9:00am-4:00pm

\$2.00 Admission

ANNUAL WOOD CARVER'S SHOW
at the YMCA • All funds to support YMCA Youth Programs

305 E. Devonshire Ave.
- Sponsored by -
Goodtime
Wood Carvers

SPECIAL EVENT BANNER PERMIT APPLICATION

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

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

ORGANIZATION OR APPLICANT NAME: Mt. San Jacinto Natives

CONTACT PERSON: Wesley Wilson PHONE NO. 951 658 0181

ADDRESS: 3091 Lynae Way

CITY, STATE, ZIP CODE: Hemet CA 92545 5087

EVENT: Nami Walks

EVENT DATE: Nov 2 2013

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

DESIRED START DATE: 10/14/13 REMOVAL DATE: 10/21/13

BANNER SIZE: 3 feet by

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

SIGNATURE Wesley Wilson TITLE: Warden Bee

PRINTED NAME: Wesley Wilson DATE: 6/8/2013

THE FOLLOWING MUST BE ATTACHED:

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

SUBMIT COMPLETED FORM AND REQUIRED ATTACHMENTS TO:

Becky Rivera - Public Works Department

510 E. Florida Ave.

Hemet CA 92543

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

NAMI WALKS FOR THE MIND OF AMERICA

Diamond Valley Lake SAT. NOV 2 2013 951 765 7850

Registration 8:00 am Walk Starts 9:30 am

3 ft x 30 ft Blue or White

7 inch Lettering Both Sides



Staff Report

TO: Honorable Mayor and Members of the Hemet City Council

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

DATE: September 10, 2013

RE: Approve an Agreement with Syn-Tech Systems, Inc., for the Purchase and Installation of Fuel Master, a Fuel Management System

RECOMMENDED ACTION:

It is respectfully recommended that the City Council:

- Approve the purchase and installation of the Fuel Master Fuel Management System from Syn-Tech Systems, Inc., in an amount not to exceed \$119,124.82, and
- Authorize the Interim City Manager to execute an Agreement with Syn-Tech Systems of Florida, and
- Authorize the Deputy City Manager to record supplemental appropriations from Equipment Maintenance Fund 684 Fund Balance in the amount of \$44,124.82.

BACKGROUND:

The Facilities Division is responsible for the operation and maintenance of the City's three fueling sites which provide fueling access to over 300 separate vehicles and pieces of equipment. The sites are located at the Corporate Yard (2 fuel islands) and at the Police Department/Fire Station #1 facility (1 fuel island).

Previously, a DOS based computerized fuel management system (GasBoy) was utilized use for tracking fueling transactions and providing fuel usage reports. This system was put into use in the early 1990's, and remained operational until approximately 2011. At that time the number of technical issues became insurmountable as older computer parts and tech support for the DOS based system were obsolete. Options for upgrading to Windows versions of the software were initially avoided due to costs related to new hardware requirements. Ultimately, the program, and hardware, became so outdated that it was no longer possible to make the leap from the DOS version to the available Windows version.

The City currently does not have an electronic fuel management system in place. Fueling that occurs is now tracked manually using a clipboard system where information on vehicle number, department, fuel usage and odometer is provided on the honor system and filled in by employees. The information is collected weekly, and input into spread sheets manually to provide fueling usage information to Finance required for State and Federal reporting. Transferring manually provided information to an electronic format is a time consuming challenge as transposed numbers, hurried penmanship and missing information hinder our ability to accurately record and reconcile fueling information.

Readings of tank levels are also collected manually, but are provided by on site veeter root systems. Although better than a manual system, it still requires that an employee visit each site to collect data. The information is then used to determine the need for fuel purchase. Projected fuel use estimates are made to bridge the gap between fuel order placement and actual delivery which occurs a day or two later. Currently, all reporting and tracking being performed is required. Unfortunately, as a manual exercise it expends valuable staff resources and does not guarantee accuracy or accountability by the users. Staff is now recommending the purchase and installation of the Fuel Master Fuel Management System from Syn-Tech of Florida as a replacement to the current manual tracking option.

PROJECT DESCRIPTION:

The Fuel Master System offered by Syn-Tech is a system in which fueling transaction information is collected via Automotive Information Module (AIM) data collection rings installed at the fuel entry location on all vehicles/equipment and each fuel pump nozzle. The system will simply require that the employee enters their employee number into the Fuel Management Unit (FMU) key pad, and then begins fueling. Every time a vehicle is fueled, fuel volume data and vehicle information are transferred through the fuel ring connection back to the software on the City's network. This provides for real time reporting access to fueling information through our network and also provides our equipment maintenance department with statistics from vehicles on an ongoing basis.

Syn-Tech will provide the necessary personnel and equipment to remove (5) existing Gasboy pedestals and install (4) new Fuel Management Unit (FMU) pedestals, (2) at the City Yard fuel island, (1) at the City Yard gate, and (1) at the Police Department fuel island. The installation will include setup of the Fuel Master Software, software training, installation and wiring of new pedestals. Syn-Tech will also provide Equipment Maintenance staff initial training on the installation and programming of the AIM fuel ring equipment. City Information Technologies and Facilities staff will be responsible for providing network cabling and necessary electrical to specific locations to allow FMU's to connect to the network. Wireless connectivity will be established for FMU's installed for the diesel island and gate access at the City's Corporate Yard.

The FMU's installed by Syn-Tech will be equipped with a mag stripe card reader to allow employees to fuel miscellaneous equipment during emergencies (ie, gas cans, generators). The Corporate Yard gate access unit will provide access to the facility by essentially providing the same facility access options that are currently in place.

ANALYSIS:

Manual tracking of fueling transactions is not an efficient use of resources, lacks the accountability of an automated system, and creates additional work for all City employees who fuel vehicles and equipment. Staff estimates the Public Works staff time required to prepare the monthly fuel usage summary report at 16 hours per month. This does not include time required by Finance to reconcile fuel usage to fuel delivery information. Implementation of an automated system will restore precious staff resources for other assignments and reduce frustrations by front end users and those requiring update report information.

Benefits of the Fuel Master system include:

- Automated fueling, eliminating excessive manual input of information by users

- Provision of accurate fuel consumption information for management reporting including vehicle ID, current mileage, date, time, fuel quantity, fuel type, engine hours
- Streamlined preventative maintenance programming
- Automated alerts for potential maintenance problems by capturing and reporting vehicle error codes
- Establishes driver accountability
- Provides ability to establish fueling limitation on equipment
- Prevents cross contamination of fuel
- Interfaces with CarteGraph Fleet Management, providing vehicle information such as mileage directly to the fleet management software (Separate integration costs are associated with this feature)
- AIM module automatically activates and deactivates pump for fueling security
- 100% Guarantee against fuel theft

Public works operations, information technologies and purchasing staff have met with Syn-Tech representatives, reviewed the proposal, and contacted references. Pricing for this agreement was obtained through an existing National Joint Powers Alliance (NJPA) contract project that satisfies the RFP process and allows the City of Hemet to provide one purchase order to Syn-Tech Systems, Inc. for both parts and labor. Purchasing has reviewed this report and finds it consistent with the City's purchasing policies and procedures.

FISCAL IMPACT:

Total project funding required for this project is \$119,124.82. Funding in the amount of \$75,000 is currently available as it was previously budgeted in FY 12/13 Operating Budgets and will be carried forward to FY13/14 through the continued appropriations process. A supplemental appropriation in the amount of \$44,124.82 is requested from available Equipment Maintenance Fund 684 Fund balance in FY 13/14. This appropriation does not create any additional General Fund impact in FY 13/14.

Incidental costs related to server licensing and other software integration are expected, but anticipated to be minor and will be addressed separately through existing FY13/14 operating budgets.

Respectfully submitted,



Kristen Jensen
Public Works Director

Fiscal Review:



Rita Conrad
Deputy City Manager.

Attachment(s): Agreement for Maintenance / Repair / Minor Construction Services

**AGREEMENT FOR
MAINTENANCE / REPAIR / MINOR CONSTRUCTION SERVICES**

Between

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

and

**SYN-TECH SYSTEMS, INC.
a corporation in the State of Florida**

Dated: September 10, 2013

AGREEMENT FOR MAINTENANCE / REPAIR / MINOR CONSTRUCTION SERVICES

This Agreement for Maintenance / Repair / Minor Construction Services ("**Agreement**") is entered into as of the date referenced on the cover ("**Effective Date**") between the CITY OF HEMET, a municipal corporation ("**City**") and SYN-TECH SYSTEMS, INC. ("**Contractor**") (collectively the "**Parties**"). In consideration of the mutual promises and covenants made by the parties and contained here and other consideration, the value and adequacy of which are hereby acknowledged, the parties agree as follows:

SECTION 1. SCOPE OF SERVICES

1.1 **Contractor Services.** Subject to the terms and conditions of this Agreement, Contractor agrees to perform for City those maintenance / repair / minor construction services specified in the Scope of Services ("**Services**") attached hereto and incorporated herein by reference as Exhibit "A" [Services]. Contractor agrees to furnish, for the compensation provided for herein, all labor, materials, tools, equipment, services, and incidental and customary work necessary to fully and adequately perform and complete the Services. Contractor agrees to perform the Services in accordance with all applicable local, state and federal laws, rules and regulations and in accordance with applicable standards, specifications, and general conditions adopted by City. Contractor agrees that all work must be of good and workmanlike quality and shall be subject to inspection and approval by City. Contractor 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.

1.2 **Extra Work.** Contractor shall not be compensated for any work or services rendered in connection with its performance of this Agreement, which are in addition to or outside of those set forth in Exhibit "A" ("**Extra Work**"), except as expressly provided for herein. It shall be Contractor's responsibility to ensure that the scope and price of any Extra Work to be performed by Contractor is approved by City in writing in advance of Contractor's commencement of such work. City shall not be obligated to pay for or otherwise be liable for unauthorized Extra Work performed by Contractor.

1.3 **Schedule of Performance and Term.** Contractor agrees to diligently perform and complete the Services in accordance with the schedule of performance ("**Schedule of Performance**") attached hereto and incorporated herein by reference as Exhibit "B" [Schedule of Performance]. Modifications of the Schedule of Performance must be agreed upon in writing in advance by the authorized representative of the parties. The term of this Agreement shall be for one hundred fifty (150) calendar days after the effective date, unless expressly provided to the contrary in the Scope of Services, and subject to early termination as provided for in Section 8 [Termination] of this Agreement. The term may be extended by the mutually agreement of the parties memorialized in writing. City authorizes its City Manager, or his/her designee, to agree

to reasonable modifications of the Schedule of Performance and to extensions of the Term, provided such modifications and extension do not require additional compensation exceeding the City Manager's authority under City's purchasing ordinance.

1.4 General Warranty. Contractor warrants all Services under this Agreement (which for purposes of this Section shall be deemed to include unauthorized work which has not been removed and any non-conforming materials incorporated into the Services) to be of good quality and free from any defective or faulty material and workmanship. All warranties and guarantees of subcontractors, suppliers and manufacturers with respect to any portion of the Services, whether express or implied, are deemed to be obtained by Contractor for the benefit of City, regardless of whether or not such warranties and guarantees have been transferred or assigned to City by separate agreement and Contractor agrees to enforce such warranties and guarantees, if necessary, on behalf of City.

1.5 Repair of Defects. Contractor agrees that for a period of one (1) year from and after final acceptance of the Services, or in any guarantee or warranty provided by any manufacturer or supplier of equipment or materials incorporated into the Work, whichever is later, Contractor shall within ten (10) days after being notified in writing by City of any defect in the Services or non-conformance of the Services, commence and prosecute with due diligence all work and services necessary to fulfill the terms of the warranty at his sole cost and expense. In addition, Contractor shall, at its sole cost and expense, repair and replace any portions of the work, facilities, fixtures, or materials damaged by its defective work services or which becomes damaged in the course of repairing or replacing defective work or services. For any work so corrected, Contractor's obligation hereunder to correct defective Work shall be reinstated for an additional one year period, commencing with the date of acceptance of such corrected work. Contractor shall perform such tests as City may require to verify that any corrective actions are adequate to remedy the defective condition. In the event that Contractor fails to perform its obligations under this Section to the reasonable satisfaction of City, then City shall have the right to correct and replace any defective, non-conforming, or damaged work or services at Contractor's sole expense. Contractor shall be obligated to fully reimburse City for any expenses incurred hereunder upon demand.

1.6 Contractor's Representative. Contractor hereby designates the representative named in Exhibit "D" [Representatives], or his or her designee, to act as its representative for the performance of this Agreement ("**Contractor's Representative**"). Contractor's Representative shall have full authority to represent and act on behalf of the Contractor for all purposes under this Agreement. Contractor's Representative shall supervise and direct the Services, using his or her 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.

SECTION 2. COMPENSATION AND METHOD OF PAYMENT

2.1 Compensation. City shall pay to Contractor for non-disputed Services rendered, the compensation set forth in Exhibit "C" [Compensation] attached hereto and incorporated herein by reference. Total compensation shall not exceed the total price or "not to exceed" amount set forth in Exhibit "C," without the prior written approval of City. City authorizes its City Manager, or his/her designee, to approve additional compensation for Extra Work as may be approved under Section 1.2 above, provided such additional compensation, in the aggregate, does not exceed the City Manager's authority under City's purchasing ordinance.

2.2 Payment of Compensation. Contractor shall submit invoices, monthly, with an itemized statement of Services provided. The statement shall describe the Services provided, the percent of work completed by item, together with such other reasonable detail and supporting documentation as may be required by the City Manager, or his/her designee. City will review the statement and pay, with the exception of any charges for work performed or expenses incurred by Contractor which are disputed by City, within 30 days of receiving such statement, all approved charges thereon. Payment to Contractor for work performed pursuant to this Agreement shall not be deemed to waive any defect in work performed by Contractor.

SECTION 3. RESPONSIBILITIES OF CONTRACTOR

3.1 Control and Payment of Subordinates; Independent Contractor. Contractor agrees that all Services shall be performed by Contractor or under its supervision. The personnel performing the services under this Agreement on behalf of Contractor shall at all times be under the Contractor's exclusive direction and control. Contractor will determine the means, methods and details of performing the Services subject to the requirement of this Agreement. Contractor is and shall at all times remain a wholly independent contractor and not an officer, employee or agent of City. Contractor shall have no authority to bind City in any manner, nor to incur any obligation, debt or liability of any kind on behalf of or against City, whether by contract or otherwise, unless such authority is expressly conferred under this Agreement or is otherwise expressly conferred in writing by City. Neither Contractor, nor any of Contractor's officers, employees or agents, shall obtain any rights to retirement, healthcare or any other benefits which may otherwise accrue to City's employees. Contractor expressly waives any claim Contractor may have to any such rights.

3.2 Standard of Care and Licenses. Contractor agrees that all Services shall be performed in a skillful and competent manner, consistent with the standards generally recognized as being employed by Contractors in the same discipline in the State of California. Contractor represents and warrants that it, its employees and subcontractors shall have sufficient skill and experience to perform the Services and that it, its employees and subcontractors 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 in good standing throughout the term of this Agreement.

3.3 Required Corrections. As provided for in the indemnification provisions of this Agreement, Contractor 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 Contractor's failure to comply with the standard of care provided for herein.

3.4 Law and Regulations. Contractor 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 Services, including all Cal/OSHA requirements, and shall give all notices required by law. Contractor shall be liable for all violations of such laws and regulations in connection with Services.

3.5 Safety. Contractor shall perform the Services, and maintain its work area, so as to avoid injury or damage to any person or property and shall otherwise 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.

3.6 Labor Code and Prevailing Wage Requirements.

3.6.1 Apprenticeable Crafts. To the extent applicable, Contractor shall comply with the provisions of Section 1777.5 of the Labor Code with respect to the employment of properly registered apprentices upon public works.

3.6.2 Hours of Work. Contractor shall comply with the legal days work and overtime requirements of Section 1813 Labor Code.

3.6.3 Payroll Records. In accordance with the requirements of Labor Code Section 1776, Contractor shall keep accurate payroll records which are either on forms provided by the Division of Labor Standards Enforcement or which contain the same information required by such forms. Contractor shall make all such records available for inspection at all reasonable hours.

3.6.4 Prevailing Wage Laws. Contractor represents and warrants that it 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 1600, 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 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, Contractor agrees to fully comply with such Prevailing Wage Laws. City shall provide Contractor with a copy of the prevailing rates of per diem wages in effect at the commencement of this Agreement. Contractor 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 Contractor's principal place of business and at the project site.

3.7 Equal Opportunity Employment. Contractor represents that it is an equal opportunity employer and it shall not discriminate against any subcontractor, employee or applicant for employment because of race, religion, color, national origin, handicap, ancestry, sexual orientation, 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.

3.8 Intentionally Omitted

SECTION 4. INDEMNIFICATION

4.1 Indemnity. Except as to the sole negligence, active negligence, gross negligence or willful misconduct of City, Contractor expressly agrees to, and shall, indemnify, defend, release, and hold City, and its respective officials, officers, employees, agents, and contractors harmless from and against any Action, liability, loss, damage, entry, judgment, order, lien, and Costs and Expenses which arises out of, or are in any way related to, any act or omission of Contractor, or its officers, directors, employees, agents, or contractors, connected with the performance or failure to perform under this Agreement, notwithstanding that City may have benefited therefrom, or any challenge to this Agreement. This Section shall apply to any acts or omissions, willful misconduct or negligent conduct, whether active or passive, on the part of Contractor's officers, directors, employees, agents and contractors, including but not limited to acts or omissions in any way related to, the release, treatment, use, generation, transportation, storage, or disposal in, on, under, to, or from the location at which work under this Agreement is performed of any Hazardous Substances by Contractor or its officers, directors, employees, agents, and subcontractors. The Parties expressly agree that any payment, or Costs and Expenses City incurs or makes to, or on behalf of, an injured employee under City's workers' compensation or other insurance, is included as a loss or Costs and Expenses for the purpose of this Section. City shall not be responsible for any acts, errors or omissions of any person or entity except City and its officers, agents, servants, employees or contractors. The Parties expressly agree that the obligations of Contractor under this Section shall survive the expiration or early termination of the Agreement.

4.2 Action. For purposes of this Agreement, "**Action**" shall mean any suit (whether legal, equitable, or declaratory in nature), proceeding or hearing (whether administrative or judicial), arbitration or mediation (whether voluntary, court-ordered, binding, or non-binding), or other alternative dispute resolution process, and the filing, recording, or service of any process, notice, claim, demand, lien, or other instrument which is a prerequisite or prelude to commencement of the Action.

4.3 Costs and Expenses. For purposes of this Agreement, "**Costs and 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 investigation, prosecution or defense of an Action, including, but not limited to, court costs, filing, recording, and service fees, copying costs, exhibit production costs, special media rental costs, attorneys fees, consultant fees, fees for investigators, witness fees (both lay and expert), travel expenses, deposition and transcript costs, and any other costs or expenses, the award of which a court of competent jurisdiction may determine to be just and reasonable.

4.4 Hazardous Substances. For purposes of this Agreement, “Hazardous Substances” shall mean any and all of the following:

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

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

SECTION 5. RECORDS AND DOCUMENTS

5.1 Accounting Records.

5.1.1 Maintenance and Inspection. Contractor shall maintain complete and accurate records with respect to all costs and expenses incurred under this Agreement. Any and all such documents or records shall be maintained in accordance

with generally accepted accounting principles and shall be sufficiently complete and detailed so as to permit an accurate evaluation of the services provided by Contractor pursuant to this Agreement. All such records shall be clearly identifiable.

5.1.2 Inspection and Copying. Contractor 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. Contractor 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. At no cost to City, Contractor shall provide copies of such documents or records directly to the City for inspection, audit and copying when it is practical to do so; otherwise, unless an alternative is mutually agreed upon, such documents and records shall be made available at Contractor's address indicated for receipt of notices in this Agreement.

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

SECTION 6. INSURANCE

6.1 **Maintenance of Insurance.** Prior to the beginning of and throughout the term of this Agreement, Contractor will maintain insurance in conformance with requirements established by City's Purchasing Officer, Finance Director or Risk Manager for the type of Services being performed. Contractor acknowledges that prior to the effective date of this Agreement, City provided to Contractor the applicable insurance requirements, a copy of which are attached hereto as Exhibit "F" [Insurance]. Contractor will use existing coverage to comply with these requirements. If that existing coverage does not meet the requirements set forth herein, Contractor agrees to amend, supplement or endorse the existing coverage to do so. Contractor acknowledges that the insurance coverage and policy limits provided by City constitute the minimum amount of coverage required. Any insurance proceeds in excess of the limits and coverage required in this Agreement and which are applicable to a given loss, will be available to the City.

6.2 **Additional Insureds.** Contractor agrees to have its insurer include as additional insureds City, its officials, employees and agents, under such policies, and using such forms as may be identified by the City's Purchasing Officer, Finance Director or Risk Manager. Contractor also agrees to require all contractors and subcontractors to do so likewise.

6.3 **Proof of Insurance to City.** Proof of compliance with the insurance requirements, consisting of certificates of insurance evidencing all of the coverages required and such additional insured endorsements as have been required to Contractor's policies shall be delivered to City concurrently with Contractor's execution of this Agreement, but in no event later than the Effective Date of this Agreement.

6.4 **Subcontractors Insurance.** Contractor agrees to ensure that subcontractors, and any other party involved with the project who is brought onto or involved in the project by Contractor, provide the same minimum insurance coverage required of Contractor. Contractor agrees to monitor and review all such coverage and assumes all responsibility for ensuring that such coverage is provided in conformity with the requirements of this section. Contractor agrees that upon request, all agreements with subcontractors and others engaged in the project will be submitted to City for review.

6.5 **Modification of Insurance Provisions.** City authorizes City Manager to make, upon the written concurrence of the Finance Director or Risk Manager, reasonable amendments to the insurance requirements provided by City to Contractor under Section 6.1 of this Agreement, after considering the Scope of Services, potential liabilities, and the required level of insurance to adequately protect the City from risk liability.

SECTION 7. BONDS

7.1 **Performance and Payment Bonds.** If required by law or specifically required by City as set forth in Exhibit "E" [Bonds Required], attached hereto and incorporated herein by reference, Contractor shall execute and provide to City concurrently Contractor's execution of this Agreement, but in no event later than the Effective Date of this Agreement, a Performance Bond and/or a Payment Bond in the amount of the total, not-to-exceed compensation indicated in this Agreement, and in a form provided or approved by the City.

7.2 **Bond Provisions.** Should, in City's sole opinion, any bond become insufficient or any surety be found to be unsatisfactory, Contractor shall renew or replace the affected bond within 10 days of receiving notice from City. In the event the surety or Contractor intends to reduce or cancel any required bond, at least thirty (30) days prior written notice shall be given to the City, and Contractor shall post acceptable replacement bonds at least ten (10) days prior to expiration of the original bonds. No further payments shall be deemed due or will be made under this Agreement until any replacement bonds required by this Section are accepted by the City. To the extent, if any, that the total compensation is increased in accordance with the Agreement, the Contractor shall, without further notice from City, cause the amount of the bonds to be increased accordingly and shall promptly deliver satisfactory evidence of such increase to the City. To the extent available, the bonds shall further provide that no change or alteration of the Agreement (including, without limitation, an increase in the total

compensation, as referred to above), extensions of time, or modifications of the time, terms, or conditions of payment to the Contractor, will release the surety.

7.3 Surety Qualifications. Only bonds executed by an admitted surety insurer, as defined in Code of Civil Procedure Section 995.120, shall be accepted. The surety must be a California-admitted surety with a current A.M. Best's rating no less than A:VIII and satisfactory to the City. If a California-admitted surety insurer issuing bonds does not meet these requirements, the insurer will be considered qualified if it is in conformance with Section 995.660 of the California Code of Civil Procedure, and proof of such is provided to the City.

SECTION 8. TERMINATION.

8.1 Termination by City. City may, by written notice to Contractor, terminate with or without cause, and without any prior notice of default or right to cure by Contractor, the whole or any part of this Agreement at any time and by giving written notice to Contractor of such termination, and specifying the effective date thereof, at least five (5) days before the effective date of such termination. Upon termination, Contractor shall be compensated only for those non-disputed Services, which have been adequately rendered to City, and Contractor shall be entitled to no further compensation. Contractor may not terminate this Agreement except for cause.

8.2 Termination by Contractor. Contractor may, by written notice to City, terminate this Agreement based upon City's failure to timely cure a default under this Agreement as provided herein. At least forty-five (45) days prior to termination, Contractor shall provide City with a written notice specifying City's alleged default and providing City with a forty-five (45) day period to cure the default. Should City timely cure such default, the Agreement shall continue. Should City fail to timely or adequately cure such default, Contractor may terminate this Agreement by issuance of written notice to City.

SECTION 9. GENERAL PROVISIONS

9.1 Assignment or Transfer. Contractor 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.

9.2 Loss and Damage. Contractor shall be responsible for all loss and damage which may arise out of the nature of the Services agreed to herein, or from the action of the elements, or from any unforeseen difficulties which may arise or be encountered in the prosecution of the Work until the same is fully completed and accepted by City.

9.3 Liquidated Damages. The Parties agree that City has a legitimate interest in ensuring that Contractor provides the Services (including performance of all

duties and responsibilities) required under this Agreement in a consistent and reliable manner, and that Contractor's failure to timely provide such Services or to provide them in an inadequate manner will cause City to suffer damages and that it is, and will be, impractical and extremely difficult to ascertain and determine the exact amount of damages or to calculate actual damages. Therefore, in addition to City's right to treat such non-performance as a material breach of, and to terminate, this Agreement, the Parties agree that liquidated damages, as provided herein, represent a reasonable estimate of the monetary damages that reasonably could be anticipated and that proof of actual damages would be costly or impractical. The Parties specifically confirm the accuracy of the statements made above and the fact that each Party has had ample opportunity to consult with legal counsel and obtain an explanation of the liquidated damage provisions at the time that the Agreement was made. Therefore, in lieu of actual damages, Contractor is subject to payment of \$500 per failure to perform, per day. City may, at its election, deduct any assessed liquidated damages from payment due, or that will become due, to Contractor from City.

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

9.5 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 the Agreement.

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

9.7 Integration. This Agreement, including the attached Exhibits "A" through "F", is the entire, complete, final and exclusive expression of the parties with respect to the matters addressed therein and supersedes all other agreements or understandings, whether oral or written, or entered into between Contractor and City prior to the execution of this Agreement. No statements, representations or other agreements, whether oral or written, made by any party which are not embodied herein shall be valid and binding. No amendment to this Agreement shall be valid and binding unless in writing duly executed by the parties or their authorized representatives.

9.8 Severability. If a term, condition or covenant of this Agreement is declared or determined by any court of competent jurisdiction to be invalid, void or unenforceable, the remaining provisions of this Agreement shall not be affected thereby

and the Agreement shall be read and construed without the invalid, void or unenforceable provision(s).

9.9 Prohibited Interests. Contractor represents and warrants that it has not employed nor retained any company or person, other than a bona fide employee working solely for Contractor, to solicit or secure this Agreement. Further, Contractor 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 Contractor, any fee, commission, percentage, brokerage fee, gift or other consideration contingent upon or resulting from the award or making of this Agreement.

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

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

9.12 Delivery Of Notices. All notices required or permitted to be given under this Agreement shall be in writing and shall be given to the respective parties at the addresses listed in Exhibit "D", or at such other address as the respective parties may provide in writing for this purpose. 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.

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

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

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

9.16 Subcontracting. Contractor 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.

9.17 **Counterparts.** This Agreement may be signed in counterparts, each of which shall constitute an original.

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

9.19 **Administration and Implementation.** This Agreement shall be administered and executed by the City Manager or his or her designated representative, following approval of this Agreement by the City Council. The City Manager shall have the authority to issue interpretations and to make minor amendments to this Agreement on behalf of City so long as such actions do not materially change the Agreement or make a commitment of additional funds of City. All other changes, modifications, and amendments shall require the prior approval of the City Council.

IN WITNESS WHEREOF, the parties hereto have caused this Agreement to be executed the day and year first above written.

CITY OF HEMET

SYN-TECH SYSTEMS, INC.

By _____
Ronald E. Bradley, Interim City Manager

By _____
(Authorized Officer)

Title _____

Print Name _____

ATTEST

By _____
Sarah McComas, City Clerk

By _____

Title _____

Print Name _____

APPROVED AS TO FORM:

Eric S. Vail, City Attorney

EXHIBIT "A"

SCOPE OF SERVICES

- I. Contractor shall provide the necessary personnel, labor, and equipment to remove (5) existing Gasboy pedestals and install (3) new Fuel Master Pedestals, (2) at the Corporation Yard fuel island, (1) at the Police Department fuel island, and (1) new Equipment Interface Unit (EIU) gate opener at the Corporation Yard gate. The installation will include setup of the Fuel Master Software, software training, installation and wiring of new pedestals, and Automotive Information Module (AIM 2) training on up to 10 vehicles. Network cable will be pulled from the fuel island to the building where possible. Network drops will be installed by City Information Technology (IT) staff in specific locations to connect systems to the network. Wireless point to point will be installed for diesel island and gate at the Corporation Yard.

PHASE I – SOFTWARE

- Schedule and coordinate with City IT personnel.
- Install Fuel Master Plus Windows Software.
- Train customer on software and data entry.
- Perform data entry. (To be completed by City. This includes manual entry of each department, user & vehicle accessing the fuel pumps.)

PHASE II – TEMPORARY PEDESTAL INSTALLATION

- Install Fuel Management Unit (FMU) FMU3545 2.4 temporarily.
- Setup FMU in the automotive shop with temporary power.
- Route a temporary network line from the office to the FMU.
- The FMU will be used to program the AIM2.4 units and upload data to the site database.

PHASE III – AIM INSTALL TRAINING

- Perform AIM installation training with City mechanics.
- Install **up to** (10) Aim units. (10 is not a guaranteed amount)
- Training will take (2) days and will be scheduled consecutively.
- Miscellaneous supplies need to install the AIM units will only be supplied for the units installed during training. Additional supplies need to complete the balance of the installs will be the responsibility of the City to supply.

PHASE IV – PEDESTAL INSTALLATION (Fuel Islands Only)

Starting with one island at a time, remove old system and install the Fuel Master pedestal reusing the existing power supply wire, breakers and conduit. (It is assumed that the existing power supplied to the Gasboy system is dedicated with its own breaker.)

- Install new shielded pulsar cable from dispensers to the new pedestal through existing conduits as needed.
- Pull Cat 6 network cable through the existing communications conduit and terminate at entry point inside the office or building. The City will be responsible for installing network drops at those specific places. (It is assumed the existing conduit is in the condition that the existing com wire can be pulled out and new Cat 6 can be pulled in its place.
- Install wireless point-to-point system for City Yard diesel Fuel Island. The City will be responsible for installing a network drop were the network cable for the wireless unit enters the building. The entry point will be determined by the location of the antenna location.
- Program pedestals as needed.

PHASE V – VEEDER ROOT INTERFACE

- Install components to interface Fuel Master with Veeder Root Tank monitor
- Pull 5 wire shielded communication cable from islands to Veeder Root.
- Install Veeder Root RS232 comm. ports.
- Program as needed.

PHASE VI – CITY YARD GATE UNIT

- Remove old system and install the EIU reusing the existing power supply wire and breakers. (It is assumed that the existing power supplied to the Gasboy system is dedicated with its own breaker.)
- Install wireless point-to-point system for City Yard diesel Fuel Island.
- Pull serial communication from EIU to diesel island FMU.
- Program pedestals as needed.

PHASE VII - TRAIN PERSONNEL

- Train facility personnel as needed on new fuel management system and software.

II. Not Included in Scope of Services:

- Removal or disposal of liquids or sludge from sumps, buckets, etc. to include fuel or water.
- Relocation, rewire or installation of wiring, remote lines, etc. unless specified in this scope of work.
- Installation of CAT5 network cable inside buildings or offices, this includes from network switch to cable entry into the building from the Fuel Master.
- Pulling of new wire for dedicated circuit.
- Circuit breaker replacement or installation.
- Installing or pulling any new wiring for dispensing equipment.
- Costs for electrical beyond this scope of work.
- Replacement or repair of any damaged underground conduit.
- Installation of new conduit not specifically mentioned.
- Installation of phone lines, or network drops.
- Replacement or repair of any existing equipment beyond the scope of this proposal.
- Cutting, demo, disposal, or pouring of any concrete.
- Engineering, architectural drawings, or blue prints of any kind.
- Permitting of any kind.
- Any testing not specifically mentioned in the scope of work.
- Cost incurred due to delays on this project, not caused by R.Y. Rodriguez, Inc., such as delays in payment, project change orders or acts of GOD, etc.
- The City shall assume costs incurred due to change orders or delay in receipt of payments as scheduled.
- The City shall assume costs incurred, after this proposal, due to regulatory directives.

III. Contractor will utilize the following sub-contractor to accomplish the Services:

Ry Rodriguez, Inc., Petroleum Equipment Maintenance

IV. Amendment

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

EXHIBIT "B"

SCHEDULE OF PERFORMANCE

6 weeks	ORDER AND RECEIVE EQUIPMENT
5 days	PHASE I – SOFTWARE INSTALLATION
5 days	PHASE II – TEMPORARY PEDESTAL INSTALLATION
5 days	PHASE III – AIM INSTALL TRAINING
2 months.....	City mechanics install AIM on vehicles.
15 days	PHASE IV – PEDESTAL INSTALLATION (Fuel Islands Only)
2 days	PHASE V – VEEDER ROOT INTERFACE
45 days	PHASE VI – CITY YARD GATE UNIT
On-going	PHASE VII - TRAIN PERSONNEL

EXHIBIT "C" COMPENSATION

- I. The City will compensate Contractor for labor, equipment, and services performed upon submission of a valid invoice. Each invoice is to include:
 - A. Line items for all personnel describing the work performed, the number of hours worked, and the hourly rate.
 - B. Line items for all supplies properly charged to the Services.
 - C. Line items for all equipment properly charged to the Services.
 - E. Line items for all materials properly charged to the Services.
 - F. Line items for all subcontractor labor, supplies, equipment, and materials charged to the Services.

City will review each invoice and determine whether the work performed is in accordance with the Scope of Services. If City disputes any item on an invoice, City will give Contractor notice stating the reasons for the dispute. The Parties will meet and confer in good faith to attempt to resolve the dispute.

Except as to any charges for the work performed that the City disputes, City will cause Contractor to be paid within 30 days of the date of the invoice or the date that Contractor furnishes City with a release of all undisputed Contract amounts, whichever occurs later.

- II. Change Orders

The City may, as the need arises, order changes in the work through additions, deletions, or modifications, without invalidating the Agreement. Such changes will be effected through written change orders delivered to the Contractor describing the change required in the work, together with any adjustment in contract price or time of completion as hereinafter provided. Any adjustment in Contract price resulting from a change order will be considered in computing subsequent monthly payments due the Contractor. Any work performed in accordance with a change order shall be subject to all provisions of the original Contract. The Contractor will not receive payment for extra work performed unless said extra work is ordered in writing.

- III. The total compensation shall not exceed one hundred nineteen thousand one hundred twenty four dollars and eighty-two cents (\$119,124.82), in accordance with Syn-Tech estimates dated 08/02/2013.



ORDER #

Estimate Date: 08/02/2013 Customer PO # ENTER PO # Salesperson: Russ Whelan
 Southwest

ESTIMATE

FOR MARIE

Sold To: City of Hemet
City of Hemet, CA
Hemet CA CO:
909-937-9044

Installed by:
RY Rodriguez, Inc

FOR MARIE

End User: Ken Cole
CITY OF HEMET
3777 INDUSTRIAL AVE
 STREET ADDRESS2:
HEMET Ca 92545 CO:
951-7653712

Shipping:
Same as above
CITY: ST: ZIP: CO:
 PHONE:

This ESTIMATE is good for 45 days from 08/02/2013

Item	Qty	Retail Per Unit	NJPA Price	Net Price
FMU3545PlusG: >Smart Card 2.4 FMU - Gray - 3545PlusG	3	\$7,996.00	20.0%	\$19,190.40
N/A: >HOSE CONTROLLER WITH NOZZLE TAG	2	\$263.00	20.0%	\$420.80
227838A: >FUELMASTER® PLUS WINDOWS SOFTWARE	1	\$1,949.00	20.0%	\$1,559.20
219517: >MINI CONVERTER	3	\$140.00	20.0%	\$336.00
202002A: >TANK MONITOR INTERFACE	3	\$660.00	20.0%	\$1,584.00
941B0227: >NETWORK CARD (Permits Commw/FMU via Ethernet Conn)	3	\$749.00	20.0%	\$1,797.60
941B0590: >ACCESS POINT KIT, BULLET, 5GHz, OMNI, FMU KIT	1	\$413.02	20.0%	\$330.42
941B0590B: >ACCESS POINT KIT, BULLET, 5GHz, DIR, FMU KIT	1	\$490.00	20.0%	\$392.00
941B0400-SINGLETANK: >AIM 2 KIT-SINGLE TANK VEHICLES	250	\$230.00	15.0%	\$48,875.00
941D0118: >Smartcard Encoder, USB	1	\$550.00	20.0%	\$440.00
941D0105BL: >Smartcard- Blue (BL)	941D0105BL 300	\$4.44	20.0%	\$1,065.60
RY Rodriguez, Inc. See attached document for details.				
Labor quoted at prevailing wage rate.	1	\$37,500.00		\$37,500.00

List Price Subtotal	\$128,895.02
Less Discount of:	-\$15,404.00
Estimated Shipping Charges:	\$900.00
Total This Order:	\$114,391.02

Please add additional instructions or notes in this area:

Enter Notes Here:

EXHIBIT "D"
REPRESENTATIVES

CITY'S REPRESENTATIVE

City of Hemet
Public Works
Attn: Kris Jensen, Public Works Director
445 East Florida Avenue
Hemet, California 92543
951 765 3712

CONTRACTOR'S REPRESENTATIVE

Syn-Tech Systems
Russ Whelan
Southwest Regional Sales Manager
5196 Benito St., Ste. 6
Montclair, CA 91763
800 888 9136 x1314

EXHIBIT "E"
BONDS REQUIRED

None required.

EXHIBIT "F"

INSURANCE REQUIREMENTS FOR CITY OF HEMET

Before services are authorized, the City of Hemet requires a certificate of insurance, including an underwriter's endorsement prior to commencement of any work.

The general liability policies are to include additional endorsements that contain the following provisions:

1. That the City of Hemet and its respective officers and employees are additional insureds under the policy;
2. The policies are primary and non-contributory to any insurance that may be carried by City;
3. The City is entitled to thirty (30) days' prior written notice (10 days for cancellation due to non-payment of premium) of cancellation, material reduction, or non-renewal of the policy or policies.
4. The insurance shall be carried only by responsible insurance companies that have rated "A-" and "V" or better by the A.M. Best Key Rating Guide, that are licensed to do business in the State of California. City will accept insurance provided by non-admitted "surplus lines" carriers only if the carrier is authorized to do business in the State of California.

Only the following "marked" requirements are applicable:

_____ **Commercial General Liability (CGL):** Insurance written on an occurrence basis to protect Contractor and City against liability or claims of liability which may arise out of this order in the amount of One million (\$1,000,000) per occurrence and subject to an annual aggregate of One million (\$1,000,000). There shall be no endorsement or modification of the CGL limiting the scope of coverage for either insured vs. insured claims or contractual liability. All defense costs shall be outside the limits of the policy.

_____ **Vehicle Liability Insurance:** Contractor shall also procure and shall maintain during the term of this order vehicle liability insurance in an amount not less than \$1,000,000 for injuries, including accidental death, to any one person, and subject to the same minimum for each person, in an amount not less than \$1,000,000 for each accident, and property damage insurance in an amount of not less than \$1,000,000.

_____ **Workers' Compensation Insurance:** For all of Contractor's employees who are subject to this order and to the extent required by applicable state or federal law, Contractor shall keep in full force and effect a Workers' Compensation policy. That

policy shall provide a minimum of One million (\$1,000,000) of employers' liability coverage, and Contractor shall provide an endorsement that the insurer waives the right of subrogation against the City and its respective elected officials, officers, employees, agents and representatives. In the event a claim under the provisions of the California Workers' Compensation Act is filed against City by a bona fide employee of Contractor participating under this Agreement, Contractor is to defend and indemnify the City from such claim.



Staff Report

TO: Honorable Mayor and Members of the Hemet City Council
FROM: Kristen Jensen, Public Works Director 
Ronald E. Bradley, Interim City Manager
DATE: September 10, 2013
RE: Park Commission Recommendations of August 26, 2013

Park Commission Recommendations of August 26, 2013:

1. **Tree Removal Request: 1857 Creekside Dr.**

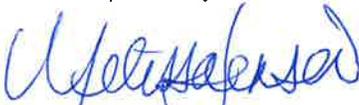
Bottle Tree (1) – (Mr. & Mrs. Webb)

Reason for Request: Resident is requesting removal of this City tree due to concerns with surface roots lifting the sidewalk. City staff visited the site and observed large surface roots which are beginning to lift the sidewalk and are in close proximity to underground utilities.

Recommendation: Approve removal request and replace it with an approved species from the City Street Tree List.

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

Respectfully submitted,



Melissa Jensen
Administrative Assistant



Staff Report

TO: Honorable Mayor and Members of the Hemet City Council

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

DATE: September 10, 2013

RE: **ADOPTION OF A RESOLUTION ESTABLISHING A FEE SCHEDULE FOR THE RESIDENTIAL RENTAL REGISTRATION AND INSPECTION PROGRAM (Resolution Bill No. 13-042)**

RECOMMENDED ACTION:

*That the City Council adopt **Resolution Bill No. 13-042**, establishing a fee schedule for the registration and inspection of residential rental units in accordance with the provisions of City Council adopted Ordinance 1870.*

BACKGROUND:

At the Council meeting of August 27, 2013, the City Council adopted Ordinance No. 1870 which established a Residential Rental Registration and Crime Free Rental Housing Program for the City of Hemet, as a component of the Hemet ROCS ordinances. The new ordinance also authorized the implementation of fees to cover the actual staff costs associated with administering the program in regard to rental unit registration, registration renewal, inspection, re-inspection, and for properties applying for the Landlord in Good Standing Program. The proposed Resolution (Attachment 1) sets forth the fee categories and amounts to implement the Program, and provides the rationale for how the fees were derived based on the estimated staff time to perform the work. The proposed fees will remain in effect until or unless the City Council amends the fees pursuant to a subsequent public hearing and fee resolution.

As set forth in Ordinance 1870, and explained in the attached resolution, each single-family and multi-family property will be required to register their rental unit/complex and pay an initial Registration Fee of \$96.00. In addition, an inspection fee will be charged to inspect the exterior of the property and a "sample" of the interior units (30% of the total units). The inspection fee varies based on the number and type of the rental units and ranges from \$32.00 for single family/duplex properties up to \$126.00 +\$12.50/unit x 30% of the units for multi-family complexes of 200+ units. For problem properties that have multiple violations and require additional inspections, a re-inspection fee can also be assessed after the initial inspection and correction process has failed to result in compliance. In addition, if the "30% sample" of the interior inspections reveals a reasonable probability that other units would also have interior code violations or substandard conditions, the Building Official can require a inspection of additional units as warranted, and payment of the applicable inspection fees.

Once a property has completed the initial registration and inspection process, an annual re-registration is required at a reduced fee of \$64.00/property to verify all contact information is

correct and to review any code or police complaints occurring at the property during the prior year. If for some reason the property had not been inspected during the prior year period, no additional inspection fee would be required until the inspection was completed and the next annual renewal is due. This process addresses the concern that some members of the public had regarding whether or not City staff could complete all the inspections within the year period.

The adopted Ordinance 1870 also established a Landlord in Good Standing designation as a financial incentive for those properties and management that qualify as "good landlords". Properties in this program would pay the \$96.00 Registration Fee for entering the property in the database and the completion of a records check as to prior Code violations or police calls, etc. However, the inspection fees would be replaced by a Landlord in Good Standing Application Fee which involves a more streamlined initial inspection and reduced fees. If the property qualifies and the application is approved, the property designation and registration/inspection is good for three years (if no incidents). After the three year period, the property owner or agent may complete a "self-certification" inspection process to renew the designation and a renewal fee of \$53.00. The renewal would then be in effect for another three year period.

The fees outlined in the proposed resolution were very carefully formulated to be limited to the actual costs of the registration and inspection, and to represent a fair and equitable fee schedule. Staff and the City Attorney reviewed the fee schedules of over 24 jurisdictions with similar programs, and we believe that what is proposed in Hemet is the most reasonable, legally defensible, and detailed of the cost recovery schedules that were analyzed. Pursuant to the provisions of Ordinance 1870, the registration requirements and fees for multi-family properties (3+ units) will be required prior to December 31st of this year, and the registration requirements and fees for single family and duplex units will be required prior to July 1, 2014.

COORDINATION & PUBLIC REVIEW:

A public hearing notification for the proposed resolution was published in the Press Enterprise on August 29, 2013. Any comments received from the public regarding the proposed fine schedule and fees will be presented to the Council prior to or at the public hearing.

CONSISTENCY WITH ADOPTED GOALS, PLANS, AND PROGRAMS:

The proposed Resolution and associated ordinance is a component of the Hemet ROCS program, which the City Council had identified as a Strategic Goal in 2012, and has continued in 2013. In addition, the proposed program is consistent with the following General Plan 2030 Implementation Programs and Policies:

***LU-P-36: Hemet ROCS.** The City shall prepare ordinances and implementation programs to achieve the Hemet "Restoring Our Community Strategy" to address issues associated with vacant and absentee properties, maintenance issues, blight, and crime, in order to enhance the quality of life for Hemet Citizens.*

***POLICY LU-4.6:** Provide pro-active, equitable, consistent and effective code compliance activities, nuisance abatement, property maintenance enforcement functionsto insure that Hemet's neighborhoods and business district are attractive, safe, and retain property values.*

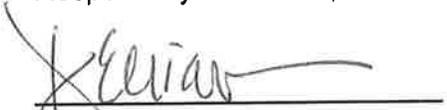
CEQA REVIEW AND COMPLIANCE:

In accordance with Section 21080(b)(8) of the California Public Resources Code, the fees adopted by this Resolution are only for the purpose of meeting operating expenses and are, therefore, exempt from compliance with the California Environmental Quality Act.

FISCAL IMPACT:

The proposed Fees are designed and administered to only cover the actual cost of the services provided regarding the City staff time associated with the implementation of the registration and inspection program.

Respectfully submitted,



Deanna Elliano
Community Development Director

Attachments:

1. Proposed Resolution Bill No. 13-042 establishing Residential Rental Registration & Inspection Program Fees



CITY OF HEMET
Hemet, California
RESOLUTION BILL NO. 13-042

A RESOLUTION OF THE CITY COUNCIL OF THE CITY
OF HEMET, CALIFORNIA, ESTABLISHING A FEE
SCHEDULE FOR THE RESIDENTIAL RENTAL
REGISTRATION AND CRIME-FREE RENTAL HOUSING
PROGRAM PURSUANT TO ADOPTION OF ORDINANCE
NO. 1870

WHEREAS, on August 27, 2013, the City Council considered and adopted Ordinance No. 1870, which establishes a “Residential Rental Registration and Crime-Free Rental Housing Program” within the City of Hemet; and

WHEREAS, the purpose of the Residential Rental Registration and Crime-Free Rental Housing Program is to address substandard maintenance, unsafe conditions, and public nuisances that are frequently and increasingly found in rental properties within the City and to alleviate and abate such conditions, improve living conditions for renters, and protect the general welfare of individuals in affected neighborhoods; and

WHEREAS, Ordinance No. 1870 imposed registration and annual re-registration requirements for residential rental properties and authorized the City to conduct inspections of such properties upon registration; and

WHEREAS, the purpose of the initial inspection is to ensure that residential rental properties are in a safe and sanitary condition for tenants; and

WHEREAS, in situations in which an initial property inspection reveals code violations, Ordinance No. 1870 authorizes re-inspections of properties to ensure that the property owner has made the necessary corrections; and

1 **WHEREAS**, Ordinance NO. 1870 established Municipal Code section 18-470,
2 which provides property owners an opportunity to apply for a Landlord in Good Standing
3 Designation; and

4 **WHEREAS**, Ordinance No. 1870 established Municipal Code section 18-472,
5 which authorizes the City Council to establish by resolution the fees required by
6 Ordinance No. 1870, including without limitation the Residential Rental Registration fee,
7 re-registration fee, Landlord in Good Standing application fee, initial inspection fee, and
8 re-inspection fee; and

9 **WHEREAS**, it is necessary to establish Residential Rental Registration fee, re-
10 registration fee, Landlord in Good Standing application fee, initial inspection fee, and re-
11 inspection fee to offset the costs the City incurs when it provides services related to the
12 registration and inspection of residential rental properties as required by Ordinance No.
13 1870; and

14 **WHEREAS**, such fees are authorized pursuant to the City's general police
15 powers under Article XI, Section 7 of the California Constitution and are permissible
16 under Article XIII C, Section 1(e) of the California Constitution; and

17 **WHEREAS**, under Article XIII C, Section 1(e)(1) of the California Constitution, a
18 charge imposed for a specific benefit conferred or privilege granted directly to the payor
19 that is not provided to those not charged, and which does not exceed the reasonable
20 costs of conferring or granting the privilege is not a tax; and

21 **WHEREAS**, the fees established by this Resolution are for conferring or granting
22 the privilege of renting residential dwelling units within the City of Hemet and do not
23 exceed the reasonable costs of conferring or granting such a privilege; and

24 **WHEREAS**, under Article XIII C, Section 1(e)(1) of the California Constitution, a
25 charge imposed for the reasonable regulatory costs to a local government for issuing
26 licenses and permits, performing investigations, inspections, and audits, enforcing
27 agricultural marketing orders, and the administrative enforcement and adjudication

1 thereof is not a tax so long as the charge does not exceed the government's reasonable
2 costs of performing these tasks; and

3 **WHEREAS**, the fees established by this Resolution are for the registration of
4 residential rental dwelling units and the performance of related health and safety
5 inspections, and do not exceed the reasonable costs of performing these tasks; and

6 **WHEREAS**, all legal prerequisites prior to the adoption of this resolution have
7 occurred.

8
9 **NOW, THEREFORE, THE CITY COUNCIL OF THE CITY OF HEMET, CALIFORNIA**
10 **DOES HEREBY RESOLVE, DECLARE, AND DETERMINE AND ORDER AS**
11 **FOLLOWS:**

12
13 **SECTION 1.** The City Council finds that the facts, findings and conclusions set forth
14 above are true and correct.

15
16 **Section 2.** Based on the foregoing findings and substantial evidence in the record, the
17 City Council does hereby resolve:

- 18
19 (A) The fee for registration of a residential rental dwelling unit, as defined by
20 Municipal Code section 18-467(K) and as required by Municipal Code
21 section 18-470(A), shall be \$96 per street address.
22
23 (B) The \$96 initial registration fee is reasonable in light of the City's actual
24 costs. An initial registration will take a code enforcement clerical staff
25 member 2.5 hours to review the registration form, enter the application
26 information into a database, forward the information to the Hemet Police
27 Department to determine the history of Police calls for service, review
28 Code Enforcement files for the property to determine the property history,
29 including whether there have been prior notices of code violations, refer
30 the property to Code Enforcement and/or the Building Department for
31 inspection, process the applicant's payment, record the status and results
32 of the property inspection and issue the registration. The fully-burdened
33 hourly rate for a code enforcement clerical staff member is \$32 per hour.
34 In addition, an initial registration will take approximately 30 minutes of
35 Police Department staff time to check on the history of calls for service at
36 the property and report the information to Code Enforcement. The fully-
37 burdened hourly rate for a Police Department Public Safety Officer is \$32
38 per hour. Thus, the actual cost to the City of processing the initial
39 registration is \$96.
40

1 (C) The fees for an initial residential rental property inspection, as required by
2 Municipal Code section 18-471, shall be as follows:
3

4 (1) \$32 for single-family residential and duplex structures. This fee is
5 reasonable in light of the City's actual costs. The estimated time for a
6 code enforcement officer or building inspector to perform a residential
7 rental property inspection of a single-family or duplex structure, including
8 the time to prepare a report and identify needed corrections, is 45
9 minutes. The fully-burdened hourly rate for a code enforcement officer or
10 is \$42, resulting in an estimated cost of \$32.
11

12 (2) \$92 for multi-family properties containing between three and 25
13 residential dwelling units. This fee is reasonable in light of the City's
14 actual costs. The estimated time for a code enforcement officer to
15 perform a residential rental property inspection of a multi-family residential
16 structure containing between three and 25 dwelling units, including the
17 time to prepare a report, is 1 hour. In addition, a building inspector will
18 need 1 hour to perform an inspection of a multi-family residential structure
19 containing between three and 20 dwelling units. The fully-burdened hourly
20 rate for a code enforcement officer is \$42. The fully-burdened hourly rate
21 for a building inspector is \$50, resulting in an estimated cost of \$ 92.
22

23 (3) \$84 + \$12.50 per unit x 30 % of the total units in the complex for
24 multi-family structures containing between 26 and 100 residential dwelling
25 units. This fee is reasonable in light of the City's actual costs. The
26 estimated time for a code enforcement officer to perform a residential
27 rental property inspection of a multi-family residential structure containing
28 between 26 and 100 dwelling units, including the time to prepare a report,
29 is 2 hours. In addition, a building inspector will need to perform an initial
30 sample interior inspection of a minimum of 30% of the units at 15 minutes
31 per unit to perform an inspection of a multi-family residential structure
32 containing between 26 and 100 dwelling units. The fully-burdened hourly
33 rate for a code enforcement officer is \$42. The fully-burdened hourly rate
34 for a building inspector is \$50, resulting in an estimated cost of \$84 +
35 \$12.50 per unit x 30% of the total units in the complex.
36

37 (4) \$105 + \$12.50 per unit x 30% of the total units in the complex for
38 multi-family structures containing between 101 and 199 residential
39 dwelling units. This fee is reasonable in light of the City's actual costs.
40 The estimated time for a code enforcement officer to perform a residential
41 rental property inspection of a multi-family residential structure containing
42 between 101 and 199 dwelling units, including the time to prepare a
43 report, is 2.5 hours. In addition, a building inspector will need to perform
44 an initial sample interior inspection of a minimum of 30% of the units at 15
45 minutes per unit to perform an inspection of a multi-family residential
46 structure containing between 101 and 199 dwelling units. The fully-

1 burdened hourly rate for a code enforcement officer is \$42. The fully-
2 burdened hourly rate for a building inspector is \$50, resulting in an
3 estimated cost of \$105 + \$12.50 per unit x 30% of the total units in the
4 complex.
5

6 (5) \$126 + \$12.50 per unit x 30% of the total units in a complex for
7 multi-family structures containing 200 or more residential dwelling units.
8 This fee is reasonable in light of the City's actual costs. The estimated
9 time for a code enforcement officer to perform a residential rental property
10 inspection of a multi-family structure containing 200 or more residential
11 dwelling units, including the time to prepare a report, is 3 hours. In
12 addition, a building inspector will need to perform an initial sample interior
13 inspection of a minimum of 30% of the units at 15 minutes per unit to
14 perform an inspection of a multi-family residential structure containing 200
15 or more dwelling units. The fully-burdened hourly rate for a code
16 enforcement officer is \$42. The fully-burdened hourly rate for a building
17 inspector is \$50, resulting in an estimated cost of \$126 + \$12.50 per unit x
18 30% of the total units in a complex.
19

20 (D) The initial inspection fee is due at the time of the initial registration of a
21 residential rental dwelling unit. An owner need not pay another inspection
22 fee for that particular street address until after the City performs the initial
23 inspection at that street address. The next inspection fee for that street
24 address will be due at the time of the first re-registration following the
25 completion of the initial inspection.
26

27 (E) The fee for the annual re-registration of residential rental dwelling units, as
28 required by Municipal Code section 18-470(B), shall be \$64 per street
29 address.
30

31 (F) The \$64 fee for the annual re-registration is reasonable in light of the
32 City's actual costs of providing the service of reviewing the renewal form.
33 The estimated staff time involved in processing the annual re-registration
34 of a residential rental dwelling unit is approximately 1.5 hour for a code
35 enforcement clerical staff member to enter any updated information
36 regarding the property into the City's database, review the Police
37 Department, Building Department, and Code Enforcement files for the
38 property, and process the re-registration fee, including 30 minutes of
39 Police Public Safety Officer staff time. The fully-burdened rate for a code
40 enforcement clerical staff member or Police Public Safety Officer is \$32
41 per hour. Thus, the actual cost to the City of processing the annual re-
42 registration is \$64.
43

44 (G) The Landlord in Good Standing application fee, as authorized by
45 Municipal Code section 18-470(D) shall be \$21 for single-family or duplex
46 structures and \$42 + \$12.50 per unit x 15% of the total units in the

1 complex for multi-family residential structures with three or more units.
2 The Landlord in Good Standing Application Fee shall be in addition to the
3 initial \$96 Registration Fee pursuant to Section 2 A of this Resolution.
4

5 (H) The Landlord in Good Standing application fees are reasonable in light of
6 the City's actual costs and include the cost of processing the application
7 and conducting the required initial inspections to determine if the property
8 qualifies for the designation. In order to process an application for a
9 Landlord in Good Standing designation, city staff will review the
10 application as part of the Registration process, enter the application
11 information into a database, review Police Department, Building
12 Department, Finance Department, and Code Enforcement files for the
13 property to determine the property history, including whether there have
14 been prior notices of code violations and whether the property owner is
15 delinquent on any payment to the City of fees, penalties, taxes, or other
16 monies, refer the property to Code Enforcement and/or the Building
17 Department for an exterior inspection and sample interior inspection,
18 process the applicant's payment, record the status and results of the
19 property inspection, and issue the registration. For single-family or duplex
20 structures that are the subject of a Landlord in Good Standing Designation
21 application, it will take 30 minutes for a Code Enforcement Officer/Building
22 Inspector to conduct an exterior inspection and sample interior inspection
23 if necessary. The fully-burdened hourly rate for a Code Enforcement
24 Officer is \$42 per hour, resulting in an inspection cost for single-family and
25 duplex structures of \$21. For multi-family structures with three or more
26 dwelling units, it will take 1 hour for a Code Enforcement Officer/Building
27 Inspector to conduct an exterior inspection and 15 minutes per unit to
28 conduct a sample interior inspection of a minimum of 15 % of the units at
29 the complex. The fully-burdened hourly rate for a Code Enforcement
30 Officer is \$42 per hour. The fully-burdened hourly rate for a building
31 inspector is \$50, resulting in an inspection cost for multifamily structures of
32 3 or more units to be \$42 + \$12.50 per unit x 15% of the total units in the
33 complex. Upon completion of the inspection and registration process, if a
34 property fails to qualify for the Landlord in Good Standing designation, the
35 application fees may be applied to the normal inspection fees due for the
36 property.
37

38 (J) The fee for a Landlord in Good Standing Designation renewal application
39 shall be due every three years in the amount of \$53 and shall be
40 accompanied by a self-certification checklist.
41

42 (K) The Landlord in Good Standing Designation renewal application fee is
43 reasonable in light of the City's actual costs. The renewal process will
44 include reviewing a renewal applicant's self-certification inspection report,
45 as authorized by Municipal Code section 18-470(F) and a review of Police
46 Department, Building Department, Code Enforcement, and Finance

1 Department files regarding the property. This will take a Code
2 Enforcement Officer 30 minutes to review and a Code Enforcement
3 Clerical and a Police Public Safety Officer 30 minutes each to review and
4 complete the verification of the renewal application. The fully-burdened
5 hourly rate for a Code Enforcement Officer is \$42 per hour. The fully-
6 burdened rate for a Code Enforcement Clerical staff person or a Police
7 Public Safety Officer is \$32 per hour, resulting in a total cost of \$53.
8

- 9 (L) Under Municipal Code sections 18-471(D) and (E), the City may perform a
10 re-inspection if a property owner fails to correct code violations identified
11 in an initial inspection of a residential rental dwelling unit, or the Building
12 Official has determined that based on the findings of the sample
13 inspections at the property, there is a reasonable expectation that
14 additional units within the complex are in violation and will require interior
15 inspection. The fee for such a re-inspection shall be \$84 plus \$12.50 per
16 dwelling unit that must be re-inspected as a result of the property owner's
17 failure to correct previously-identified code violations. This fee is
18 reasonable in light of the City's actual costs. In order to perform a re-
19 inspection of a residential rental dwelling unit, it will take a Code
20 Enforcement Officer/Building Inspector two hours to review and evaluate
21 the prior inspection reports, visit the property, determine the status of the
22 property owner's abatement of code violations, and prepare a follow-up
23 report of his or her findings and issue correction or compliance notices. In
24 addition, it will take a building inspector 15 minutes to inspect an individual
25 dwelling unit as identified to evaluate the property owner's abatement of
26 code violations and determine whether the residential rental dwelling unit
27 is in compliance with applicable codes. The fully-burdened hourly rate for
28 a Code Enforcement Officer is \$42 per hour. The fully-burdened hourly
29 rate for a Building Inspector is \$50 per hour.
30
31

32 **SECTION 3.** The City Council finds that the fees adopted by this Resolution do not
33 exceed the estimated reasonable costs of providing the services of reviewing and
34 processing registrations for abandoned or vacant properties and conducting the
35 necessary inspections.
36

37 **SECTION 4.** The City Council finds that, in accordance with Section 21080(b)(8) of the
38 California Public Resources Code, the fees adopted by this Resolution are only for the
39 purpose of meeting operating expenses and are, therefore, exempt from compliance
40 with the California Environmental Quality Act.
41

42 **SECTION 5.** That the City Clerk will certify to the passage and adoption of this
43 Resolution and enter it into the book of original Resolutions.
44
45
46

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PASSED, APPROVED, AND ADOPTED this ____ day of September, 2013.

Robert Youssef, Mayor

ATTEST:

APPROVED AS TO FORM:

Sarah McComas, City Clerk

Eric S. Vail, City Attorney

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

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

AYES:
NOES:
ABSTAIN:
ABSENT:

Sarah McComas, City Clerk



Staff Report

TO: Honorable Mayor and Members of the City Council

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

DATE: September 10, 2013

RE: Direction Regarding City-Owned Property at Sanderson and Stetson Avenues

RECOMMENDATION:

That the City Council consider alternatives identified by staff and provide direction to Staff on the sale and development of approximately 18 acres of real property located at the NW corner of Sanderson and Stetson Avenues in Hemet, CA.

BACKGROUND:

On November 9, 2010 the City, the former Redevelopment Agency (RDA), and Stetson Crossing Partners, LLC (Developer), approved terms and conditions for the sale of approximately 18 acres of real property located at Stetson and Sanderson for development of a retail shopping center.

On April 9, 2011, the City entered into an Amended and Restated Purchase and Sale Agreement with Joint Escrow Instructions with Stetson Crossing Partners, LLC ("Purchase Agreement"). The Purchase Agreement set forth the terms and conditions upon which Stetson Crossing Partners would purchase the real property identified in the Purchase Agreement from the City.

Since 2011, the City had agreed to six amendments requested by the developer at that time, Stetson Crossing Partners LLC, to the Purchase Agreement to address funding, tenancing, leasing, and infrastructure improvement issues. On March 12, 2013 the City Council approved a Sixth (6th) Amendment to the Purchase Agreement extending the Developer additional time to perform until August 29, 2013.

On August 29, 2013, the PSA with Stetson Crossing Partners, LLC expired due to non-performance and the City is no longer bound by contract for the sale and development of the property. It is now prudent to discuss options with the Council on how and when to proceed with disposing of this City asset to realize its sales proceeds and desired development of this key location in Hemet.

DISCUSSION:

At this juncture, there remain several options for the Council to consider with respect to realizing the sale and development of the City-owned property at Sanderson and Stetson. These include:

1. Enter into a new PSA with Stetson Crossing Partners LLC, for an all-cash closing to purchase the property at current fair market value (not less than \$3,125,000 and subject to new appraisal) by February 10, 2014, with a non-refundable performance deposit of \$250,000 which is applicable to the sales price in escrow, or
2. Enter into a new and amended PSA with Stetson Crossing Partners LLC, which grants an additional six months to perform as designated by the City under substantially the same terms as the previous agreement; or
3. Prepare a Request for Proposal (RFP), Expression of Interest (EOI), or Request for Qualification (RFQ) to re-solicit proposals for the sale and development of the property under terms negotiated by the City into a Class A retail shopping center or other mixed use center; or
4. List the property with a Real Estate brokerage firm for a direct, conditioned sale; or
5. Do nothing and reassess sale and development strategies under the leadership of the new City Manager in January 2014.

COORDINATION AND REVIEW:

This options outlined in this report have been coordinated with the Office of the City Manager and City Attorney.

INTEGRATION OF COUNCIL GOALS / STRATEGIC PLAN:

The recommendation supports the Council's goals of: economic vitality, increasing municipal revenue, local job creation, and high quality commercial development.

FISCAL IMPACT:

There is moderate fiscal impact of an undetermined amount associated with the preparation of a new PSA, or RFQ, or brokerage commissions as result of option(s) selected.

ALTERNATIVE(S):

The City Council may choose to direct staff in a manner different than proposed.

CONCLUSION:

That the City Council provide direction to Staff on the sale and development of approximately 18 acres of real property located at the NW corner of Sanderson and Stetson Avenues in Hemet

Attachment(s): None

Recommended By:



Ronald E. Bradley
Interim City Manager

Prepared By:



John Jansons
Community Investment Director



Staff Report

TO: Honorable Mayor and Members of the City Council
FROM: Ronald E. Bradley, Interim City Manager
DATE: September 10, 2013
SUBJECT: Federal Advocacy Services

RECOMMENDATION:

That the City Council provides direction to David Turch and associates by identifying the Council's priorities for assistance at the federal level.

BACKGROUND:

The City Council approved a contract with the firm of David Turch and Associated to provide Federal Advocacy Services at the Council meeting of August 27th. At that meeting Mr. Turch indicated that he would have members of his staff meet with the Council to establish advocacy Council goals and objectives.

DISCUSSION:

Mr. Chase Kroll and Mr. Jamie Jones of Turch and Associated are here to assist the Council in identify those federal issues and programs that are most important to the Council and most beneficial to the City.

INTEGRATION OF COUNCIL GOALS / STRATEGIC PLAN:

The recommendation supports the Council's goals of additional assistance for local programs from the Federal government.

FISCAL IMPACT:

Costs for this service are covered in the contract between the City and Turch and associates.

CONCLUSION:

That the City Council provides the requested direction.

Recommended By:


Ronald E. Bradley
Interim City Manager