



AGENDA

REGULAR MEETING OF THE HEMET CITY COUNCIL

OCTOBER 8, 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

Closed Session

Notice of Opportunity for Public Comment

Members of the Public may comment upon any identified item on the closed session agenda. Since the Council's deliberation on these items is confidential the City Council and City Staff will not be able to answer or address questions relating to the items other than procedural questions. At the conclusion of the closed session, the City Attorney will report any actions taken by the City Council which the Ralph M. Brown Act required to be publicly reported.

1. **Conference with Labor Negotiators**

Pursuant to Government Code section 54957.6

Agency designated representatives: *Interim Assistant City Manager Thornhill*

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

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

2. Conference with Labor Negotiators
Pursuant to Government Code section 54957.6
Agency designated representatives: *Interim Assistant City Manager Thornhill*
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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Confidential Personnel
-

Presentation

3. Presentation to Chief Brown, P.O.S.T. Executive Certificate
-

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

4. **Approval of Minutes** – September 10, 2013
5. **Approval of Minutes** – September 24, 2013
6. **Receive and File** – Warrant Register
 - a. Warrant register dated September 19, 2013. Payroll for the period of September 2, 2013 to September 15, 2013 was \$655,650.72.

7. **Receive and File** – Investment Portfolio as of July 2013
 8. **Recommendation by City Attorney** - Second Amendment to Employment Agreement for the Position of Interim City Manager
 - a. Adopt the Second Amendment to Employment Agreement for the Position of Interim City Manager by and between the City of Hemet and Ronald Bradley.
 9. **Recommendation by Community Development** - Development Agreement Amendment 11-001 – First Amendment to Development Agreement No. 04-002
 - a. Adopt an ordinance approving DAA 11-001, the First Amendment to Development Agreement 04-002 for the Tres Cerritos West development.
 10. **Recommendation by Community Development** - Municipal Code Amendment No. 13-007 – Amending Article XIV of Chapter 18 regarding Residential Rental Unit Registration and Crime Free Housing Program, and adoption of the associated Fee Schedule.
 - a. Adopt an ordinance amending Article XIV of Chapter 18 of the Hemet Municipal Code regarding provisions of the Residential Rental Unit Registration and Crime-Free Multi Housing Program.
 11. **Recommendation by Administrative Services** – Hemet Non-Sworn Police Employees Association (HNSPEA)
 - a. Adopt a resolution recognizing the Hemet Non-Sworn Police Employees Association (HNSPEA) as a new organization representing the Hemet Non-Sworn Police Employees Bargaining Unit. **Resolution Bill No. 13-047**
 12. **Recommendation by Administrative Services** – Award of Contract with Novacoast Inc. for the 3rd and Final Phase of Novell to Microsoft Migration – IT Infrastructure Upgrade
 - a. Approve award of contract to Novacoast Inc. in the amount of \$167,375 plus travel reimbursement in an amount not to exceed \$10,000 for Novell to Microsoft Migration services; and
 - b. Authorize the Interim City Manager to execute the Services Agreement with Novacoast Inc.
-

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.

13. **Establishing a Fee for Public Use of City of Hemet Electric Vehicle Charging Stations** – Linda Nixon, Environmental Services Manager
 - a. Adopt a resolution establishing a fee for public use of City of Hemet Electric Charging Stations in the amount of \$2.00 minimum for the first hour or partial hour, then \$1.00 per hour for each additional hour. Each vehicle will be charged a separate fee based on minimum fee and charging time.
-

Discussion/Action Item

14. **CalTrans Speed Limit Consideration on a Segment of State Highway 79** – Interim Assistant City Manager Thornhill
 - a. Direct staff to prepare a letter to CalTrans requesting a speed survey be conducted for a segment of Highway 79 that is located in the Lamb Canyon area, north of Gilman Springs Road in an unincorporated area of San Jacinto.
 15. **Support of Bay Delta Conservation Plan** – Interim Assistant City Manager Thornhill
 - a. Adopt a resolution in support of the Bay Delta Conservation Plan (BDCP) and the proposed twin tunnel alternative to help ensure that Hemet has continued access to a guaranteed supply of water. **Resolution Bill No. 13-048**
-

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

16. CITY COUNCIL REPORTS AND COMMENTS
 - A. Council Member Krupa
 1. Traffic and Parking Commission
 2. Riverside Conservation Authority (RCA)
 3. Ramona Bowl Association
 4. Indian Gaming Distribution Fund

5. Riverside Transit Agency (RTA)
 6. Watermaster Board
- 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 Assistant City Manager Thornhill
1. Manager's Reports
 2. 412 Church Downtown Beautification Project "Clean & Green 2013"
Saturday, October 12, 2013
-

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, October 22, 2013 at 7:00 p.m. for consideration of items placed on that agenda. The next regular meeting will be held November 12, 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.



#4

MINUTES

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

Call to Order

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

Roll Call

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

ABSENT: Mayor Youssef

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

Work Study

Discussion regarding these items, with possible direction to staff

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

Paul Jones, General Manager, gave the City Council an update on the Bay Delta Conservation Plan. EMWD has a 542 square-mile service area that has a population of 768,000 residents. EMWD serves seven cities and unincorporated areas. EMWD is one of 26 member agencies of the Metropolitan Water District of Southern California (MWD). MWD serves the area with wholesale imported water from San Diego to Ventura. MWD is the contractor to the State Water Project. EMWD supplies Potable (Drinking Water) to 136,478 accounts. We sold 83,332 acre feet in 2011/2012. The potable water comes from the Colorado River and the Bay Delta, groundwater wells (including San Jacinto Basin) and Menifee & Perris Desalters. EMWD has 226,000 wastewater accounts. EMWD also has 270 recycled water accounts. 33,679 acre feet of recycled water was sold in FY 2011/2012. A pie chart displaying the water supply was displayed. 71,200 AF (56%) of the water is imported or supplied by MWD. The remaining 44% of the water (56,800 AF) comes from local supply. The Bay Delta is considered the State's water Hub. It supplies drinking water for 25 million Californians. It irrigates half of the nation's fruits & vegetables. The Bay Delta serves 558,000 acres in agricultural production, a \$27 billion agricultural economy. Over 750 plant, bird, animal and fish species, including: over 50 different fish species; and over 225 bird species make up Bay Delta's ecosystem. More than 40 are threatened or endangered species. The key Delta risks are fishery declines (Delta smelt), seismic risk, subsidence, and sea level rise. Mr. Jones gave the City Council an overview of the Bay-Delta Conservation Plan. The plan is based upon achieving Co-equal Goals: Habitat preservation and enhancement; and Water

supply reliability and security. This is a multi-species approach to endangered species protection, habitat conservation, and other stressors control. The plan includes conveyance improvements. As well as, the following regulatory assurances: long-term operations permit; coverage for existing and future listed species; regulatory obligations defined upfront; and Habitat Conservation Plan (HCP) and Natural Communities Conservation Plan (NCCP). Mr. Jones explained the Environmental Impact Report alternatives. The conveyance and habitat alternatives are: no action; dual conveyance/up to 113,000 acres of habitat; dual conveyance with smaller pipeline/tunnel; fully isolated conveyance; dual conveyance with additional habitat restoration and smaller pipeline/tunnel; and through Delta conveyance with screens at Cross Channel and Georgiana Slough. The preferred option includes: three intakes/pumping plants; State-of-the-art fish screens; Forebay temporarily stores water pumped from river; two 26-ft gravity flow tunnels (35 miles long; 9,000 CFS); operated as "Dual" conveyance. This option costs \$12 to \$14 billion including direct mitigation (MWD 25%) with average costs per household of \$5-\$6 per month. The ecological conservation includes biological goals/objectives of nearly 60 species and accelerated habitat restoration of 30,000 acres of aquatic habitat over the next 15 years. The Ecosystem Restoration cost is \$3.6 billion. The reason that the improvements are important is that the Bay-Delta contributes toward a diverse water supply portfolio and provides additional supplies in wet years for storage. The improvements will protect against catastrophic levee failures including earthquakes. The improvement will provide 134,000 jobs and improve water quality which facilitates local supply and management, such as recycling and groundwater storage. These improvements will increase the cost of imported water from MWD by \$180 per acre foot. The next steps and their proposed timelines are: Draft BDCP and EIR/S – October 1, 2013; Finalize BDCP and ROD – Winter 2014; Habitat Restoration 2010-2050; and Tunnel construction 2016-2026. Mr. Jones encouraged the City Council to express support to the Secretary of the Interior and other administrative officials. Also express support for the BDCP to the local legislators. Help is needed to get the word out. Presentations can be provided to civic organizations upon request. A resolution supporting the BDCP and the Preferred Alternative will be requested.

Mayor Pro Tem Smith, EMWD puts on a first class tour of the Bay-Delta. Make sure that you are taking the local legislators on the tour so they are educated. These improvements are important.

Council Member Krupa, asked if the funding for the Preferred Option would be paid by General Revenue Bonds.

Mr. Jones, the BDCP will be paid for by the water users. Water Bonds might be initiated for other projects. The Habitat would be funded by a bond and there is broad support for that.

Mr. Jones, introduced Phil Paule, Eastern Municipal Water District Chairman.

Closed Session

Eric Vail, City Attorney, requested that the City Council add an urgency item to Closed Session. The item arose subsequent to the preparation of the agenda and requires direction prior to the September 24, 2013 meeting. The item would be the Appointment of the City Manager.

Council Member Krupa moved and Council Member Wright seconded a motion to add the item at Item No. 2.A. Motion carried 4-0.

Notice of Opportunity for Public Comment

There were no public comments presented.

The City Council recessed to Closed Session at 6:28 p.m.

Mayor Youssef arrived at 6:35 p.m.

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

2.A **Public Employee Appointment**

Pursuant to Government Code section 54962

Title: City Manager

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

Mayor Youssef called the meeting to order at 7:14 p.m.

Roll Call

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

ABSENT: None

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

Invocation

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

Pledge of Allegiance

Pledge of Allegiance was led by Council Member Wright

City Attorney Closed Session Report from September 7, 2013

6. Public Employee Appointment
Pursuant to Government Code section 54962
Title: City Manager

The City Council conducted interview. There was no additional reportable action.

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
Hemet Mid-Managers Association (HMMA)
Confidential Personnel

The City Council met with the City Labor Negotiators. There was no additional reportable action.

- 7.A Public Employee Appointment
Pursuant to Government Code section 54962
Title: City Manager

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

8. 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.

9. 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

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

10. Conference with Legal Counsel - Anticipated Litigation
One (1) matter of significant exposure to litigation pursuant to Government Code section 54956.9(b)

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

City Council Business Consent Calendar

11. **Approval of Minutes** – August 13, 2013
12. **Approval of Minutes** – 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 Portfolio 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.

Item Nos. 12 and 15 were removed from the Consent Calendar. **Mayor Pro Tem Smith moved and Council Member Krupa seconded a motion to approve the remaining Consent Calendar as presented. Motion carried 5-0.**

Item No. 12

Mayor Pro Tem Smith abstained from the vote since he was not in attendance at the meeting. **Council Member Milne moved and Council Member Wright seconded a motion to approve this item as presented. Motion carried 4-0.**

Item No. 15

Howard Tounget, Hemet, expressed concern that banners being approved do not meet the CalTrans regulations per the Encroachment Permit with the City of Hemet.

The City Council gave direction to staff to review the policy.

Council Member Krupa, noted that the Woodcarver's event information is incorrect. The event will be on November 2, 2013 at the Hemet Valley Mall.

Mayor Youssef moved and Council Member Krupa seconded the motion to approve this item as presented. Motion carried 5-0.

Public Hearing

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**

Deanna Elliano, Community Development Director, gave the City Council a powerpoint presentation regarding the Rental Registration Program Fee Schedule. The Rental Registration Ordinance No. 1870 was adopted by the City Council on August 27, 2013. The proposed resolution established the fees to implement the Program. The fees are directly related to the actual costs associated with registering and inspecting the rental units. The Program will be implemented in phases. Phase 1 will be the multi-family units required to be registered by December 31, 2013. Phase 2 will be single-family units required to be registered by July 1, 2014. Owners can apply for the "Landlord in Good Standing" designation which allows for reduced fees for inspections, and do not require re-registration for 3 years (unless problems are reported). Re-registration at the end of the three year can be by self-certification for another three year period. Inspections for all other properties will occur over the course of the year. If the annual inspection has not occurred, no new inspection fees would be due until the actual inspection was completed and the next annual renewal. Staff reviewed the fee schedules and formulas for 24 other jurisdictions. The fees are based on a careful examination of actual anticipated costs. Hemet's rates will be equitable, defensible, and amongst the lowest of the fee schedules reviewed. To date, staff has received 8 calls regarding the proposed fees from members of the public. Six have expressed support and 2 have expressed opposition. The initial registration fee would be \$96.00 for all properties. The annual registration fee would be \$64.00. The Landlord in Good Standing renewal fee would then be \$53.00 every three years. The inspection fee for a single family or duplex would be \$32.00. The inspection fee for multi-family units will be \$92.00 for 3-25 units. For 26-100

dwelling units the inspection fee will be \$84.00 plus \$12.50 per unit for 30% of the total units. For 101-199 dwelling units the inspection fee will be \$105.00 plus \$12.50 per unit for 30% of the total units. For 200+ units the inspection fee will be \$126.00 plus \$12.50 per unit for 30% of the total units. The inspection fee for a Landlord in Good Standing application will be \$21.00 for single family or duplex and \$42.00 plus \$12.50 per unit for 15% of the total units for multi-family. After the initial inspection, notice of corrections and follow-up inspection for compliance if the property is still in violation re-inspection fees will apply. The re-inspection fee will be \$84.00 plus \$12.50 per unit that requires re-inspection. The re-inspection will continue as needed until violations are abated. Staff is recommending adoption of the resolution to implement the Rental Registration & Inspection Program. The resolution will take effect immediately, but not be applied until notifications have been sent to Multi-family residential property regarding the requirement to register. The multi-family owners or agents will have until December 31st to register and apply for Landlord in Good Standing designation, or pay regular inspection fees.

Mayor Youssef, asked how the 30% random units for inspection will be determined.

Ms. Elliano, each multi-family will be different. Vacant units if available will be inspected. If there are any units with complaints we will request to inspect them. If the Officer has concerns with other units they might be inspected. We want to get a good indication of the condition of the property. Staff will request permission to enter and would prefer that the property owner be on site. If permission is not granted and there are health and safety concerns a warrant can be obtained. When inspections are conducted on problem properties law enforcement be present.

Mayor Youssef, asked about the benchmark to loss designation as a Landlord in Good Standing.

Ms. Elliano, if a Landlord in Good Standing was cited with minor corrections and showed a willingness to correct they would be allowed to remain a Landlord in Good Standing. Multiple violations and an unwillingness to correct would disqualify them. They must have completed the Crime Free Housing Program to qualify for Landlord in Good Standing.

Mayor Pro Tem Smith, it seems that there is a mixture of large and small communities that have similar programs. Mayor Pro Tem Smith asked about the longevity of the programs reviewed.

Ms. Elliano, the longest tenured programs are in San Bernardino County and Lancaster. The proposed program is unique since it requires both the registration of the rental and the completion of the Crime Free Multi Housing Program.

Mayor Pro Tem Smith, asked about compliance and options if compliance is not reached.

Ms. Elliano, the ordinance includes remedies. Violations are issued, Business License can be withheld then ultimately it can become a court action. This is expensive and time consuming for both parties, so achieving compliance is preferred.

Council Member Wright, I have received a number of phone calls in opposition. The concern is that gated communities already have strict CC&R and high HOA fees to maintain their rentals. Council Member Wright expressed concern with them being required to pay the fees.

Council Member Krupa, confirmed that notices will be sent to multi-family units first. After which single family/duplex landlords will be notified.

Council Member Milne, confirmed that the initial fee is for the processing of all of these applications. Council Member Milne asked if the application will be available online and if so, will that reduce the costs to register since the property owner will be doing the data entry.

Ms. Elliano, if Finance can take the payment online staff can look into an online application. I'm not sure at this time if the information entered online can be transmitted to the program that we will be using. Staff will still need to conduct the police check. At this time these are the most accurate reasonable fees based on our anticipated time to process these applicants. Staff can bring back any necessary changes after a designated period of time.

Mayor Youssef declared the Public Hearing opened at 7:52 p.m.

Grant Brubaker, Hemet, spoke in support. Mr. Brubaker feels that the concept is great and the results will benefit both the property managers and the renters. He does however see challenges with the implementation. There are still too many unanswered questions. Mr. Brubaker recommended that a checklist of what the property owner will be inspected for be provided to the property owners in advance. Mr. Brubaker also asked for an explanation of what a landlord receives from their Business License Fee and the Rental Registration Fee.

Larry Bublely, Hemet, expressed concern with the flat inspection fee. It will cost the City more to inspect a 2500 sf house than an 800 sf house. Mr. Bublely generally expressed concern with the fee, calling it a tax and said that homeowners already pay property taxes. Mr. Bublely expressed concern with the mobile home owners. Mr. Bublely recommended a sliding scale approach for property owners with multiple rentals.

Mayor Youssef, explained to Mr. Bublely that mobile homes are exempt from this ordinance.

Randy Townsend, Fresh Start Homes, we currently own 150 homes in this area and have been property managers here for 15 years. We are trying to keep up these properties and this will be an added expense.

Howard Tounget, Hemet, asked about the property located on the southwest corner of Carmalita and Kimball. Since the adoption of Resolution No. 4545, I can no longer show you pictures. The City owns 42 properties that need to be cleaned up including the Potato Shed.

Samir Riad, Best Choice Property Management, spoke in support of the program. The program will have a significant impact on landlords and renters. I manage approximately 250 doors and it will take at least 1 hour for Code Enforcement to inspect each one.

Mayor Youssef declared the Public Hearing closed at 8:04 p.m.

Mayor Youssef, agreed with Mr. Brubaker that an inspection check list is a great idea.

Ms. Elliano, samples of checklist were included in the staff report for the ordinance. A checklist will be provided to the property owners with the notifications.

Mayor Youssef, requested that staff explain the difference between the Business License Fee and the Rental Registration Fee.

Eric Vail, City Attorney, the Business License Fee is a tax. It is not restricted and used for General Fund services such as Fire, Police, Parks and the Library. The Rental Registration Fee is not a tax. The City will contribute funds toward this program but these fees will subsidize the costs with the hope to cover costs at some point. Owning a home is a privilege, not a right. We can regulate that privilege and recoup the costs to enforce the regulations. These are actual business related costs to provide this service, not designed to raise general revenue for the City. This program is a key part of the Hemet ROCS Program. The fees proposed are to be used to run the Rental Registration and Inspection Program only.

Mayor Youssef, asked staff to explain the process for communicating findings and/or fines to the property owner.

Ms. Elliano, the inspectors will itemize any corrections, violations, fines, and fees. If the property owner needs time but is working with the City to achieve compliance staff will work with them. The Registration of the properties will give us the property owner/agent information for future reference.

Mayor Youssef, asked if the program will apply to HUD, section 8 and Government assisted rentals.

Ms. Elliano, all rentals will be required to abide by this program. Section 8 and HUD has a great checklist however their follow-up with inspections has been a concern.

Mayor Youssef, last year the residents said that they are tired of the blight. This is a step in the right direction. Landlords in Good Standing will not be punished. The cheap rent here is a concern that we need to address. This is a hard pill to swallow but it will help get Hemet to the City that we want to become. We need to close the real estate gap between Hemet and the surrounding areas. Mayor Youssef agreed that the ability to register online would be helpful. Mayor Youssef recommended that the fees be reconsidered on a reoccurring basis, at which time they can be lowered or raised based on the work performed.

Mayor Pro Tem Smith, asked if the information will be made available to the public Landlords in Good Standing might want it available for prospective renters. Mayor Pro Tem Smith stated that again the innocent majority gets sweep up with the minority. Any property owner that has a poorly kept home next door will appreciate that the City is trying to make them clean up. This Ordinance will ultimately help the property values. Thank you for benefiting the good landlords.

Council Member Wright, agrees that the program has great merit and should be implemented. Council Member Wright expressed concern that the Community Development Department does not have the staff to implement such a time consuming program and that the program should be implemented in phases. This program will increase violations, citations and possibly the number of liens that have to recorded against properties.

Ms. Elliano, the program is being implemented in two phases, Multi-family and Single family. If after the implementation has begun, if there are any problems or concerns we will bring that back to the City Council.

Council Member Krupa, this is a necessary program. I don't like all of the fees and big idea of brother watching. There are a number of good landlords. Council Member Krupa asked about communities with strict CC&R's.

Ms. Elliano, there are a couple of fairly new communities that have very active and very involved HOA's. Staff can investigate that further. There is time before the implementation. We can consider meeting with those HOA's to see if they want to take on the inspection. Mr. Elliano expressed concern that not all HOA's be treated equal since not all of the Associations will follow through with the requirements.

Eric Vail, City Attorney, this is a fee of general applicability so to qualify as an exemption everything that fits into the exempt class is exempt, such as mobilehome parks. The "Landlord in Good Standing" designation was determined to affect as little as possible.

Mayor Youssef, concurred that HOA's not all be treated equal. The HOA fees are high in Willow Walk, however the CC&R's are not being enforced.

Council Member Milne, it is not the standards that I am opposed to, it's that the ordinance punishes good landlords. I understand that the fee puts people in the system, but if they are a good landlord we should not charge them. I also feel that we should not charge the landlords for an inspection we know we don't have time to do. ...and even not charging them next year if we never inspect. I just don't think good people should have to pay for their inspection until we actually provide the service.

Ms. Elliano, staff tried to design the ordinance without being punitive to good landlords. I does take an inspection and a police check to confirm that landlords to meet the Landlord in Good Standing designation.

The City Council and staff discussed the requirements for Landlords in Good Standing. The City Council also discussed the inspection schedule and associated fees.

Council Member Milne, expressed concern that the City will collect the fees up front and not have the time to inspect all of the units that have paid for the inspection.

The City Council and staff continued their conversation regarding the inspection fees and the timing of the inspection.

Mayor Youssef, suggested that the inspection fee be requested at the time of inspection.

Ms. Elliano, expressed concern that it would be more cumbersome on staff and it would increase the risk of the fee not being paid when requested.

Mr. Vail, the initial fee is to pay for contract inspectors to do these inspections. Without that revenue the city will have to hire the contractors to do the work and hopefully recoup the costs. Any start-up funding for this program comes from the general fund, the goal is that the program will be pay for itself. Staff can amend the resolution. The ordinance might also have to be amended.

Mayor Youssef, I see this program as a way help reduce the crime and blight issues especially in a time when the City can't hire additional Police and Code Enforcement.

The City Council continued a lengthy discussion regarding the requirements for Landlords in Good Standing. The City Council agrees that the goal is to increase the quality of life.

The City Council gave direction to staff to amend the proposed Resolution and Ordinance No. 1870 to eliminate the re-registration requirement for Landlords in Good Standing. They will remain with that designation unless they no longer meet the criteria. The amended Resolution and Ordinance will be brought back for consideration at a future Council Meeting.

The City Council recessed briefly at 9:09 p.m.

Reconvened at 9:19 p.m.

Discussion/Action Item

19. Project HOPE - 1st Quarterly Report – Chief Brown

Discussion regarding this item, with possible direction to staff

Dave Brown, Chief of Police, the plan termed "Project HOPE" was unanimously approved by the City Council. Staff immediately started the programs and the outcome is good news. Chief Brown thanked CHP Capt. Gregory Peck for his role in getting the agreement approved by the State of California in record time.

Capt. Peck, California Highway Patrol, a Cooperative Agreement between the CHP and a City agency requires approval by the Commissioner of the California Highway Patrol. The partnership is successful because of Chief Brown and the Hemet Police Department. Outstanding Department, we are proud to brand our name with Hemet P.D. We have heard positive things from several business owners and residents. The total number of enforcement contacts for July and August 2013 was 1183. The goal is to achieve compliance with the law, ultimately decreasing the number of violations.

Chief Brown, the signs show that the program is working. The partnership has allowed officers to increase their self-initiated police activity by 13% in the first three months. The Department continues the following Task Force partnerships: Gang Task Force (GTF) – New leadership/renewed commitment; Post-Release Accountability and Corrections Team (P.A.C.T.) – relocated headquarters to Hemet; Hemet/Murrieta Special Enforcement Teams; and Inland Child Exploitation and Prostitution (ICEP) Undercover Operations. The Part-Time Retired

Investigators piece of the plan has been harder to get started than anticipated. The Department has hired Mark Richards a retired Lt. to serve as the Unit Supervisor. There are currently 3 local retired officers in the hiring process. The recently approved 3-year contract with the Hemet Police Officers Association has increased the Department's ability to recruit and retain experienced Officers. The Department has recruited two qualified applicants. There are two graduating from the academy and two starting the academy. The Department received 200 applicants in 7 days. The last piece of the plan will be coming soon, the Quality of Life Survey. The goal is to identify the Community's policing priorities, create a foundation for a strategic plan and set a benchmark for "Fear of Crime".

Mayor Youssef, encourage to hear that two experienced officer have applied. Mayor Youssef asked about the timeframe from application to trained and on the streets. Mayor Youssef thanked the CHP for the partnership it is working great.

Chief Brown, that varies, depending on each applicants experience. Riverside County laterals can be on streets sooner due to their familiarity with Riverside County procedures. For Riverside County laterals that can happen in approximately 6 months. Laterals from other counties start to finish might be a little longer. Trainees can take 2 plus years.

Mayor Pro Tem Smith, has notice that the obedience on Florida Avenue has improved and applauded Chief Brown for filling the gap. Mayor Pro Tem Smith asked if the traffic enforcement has been increased on the alternative east/west streets assuming that Florida Avenue traffic is just moving south or north.

Chief Brown, the ultimate goal is that the arrests decrease because they have left not just hid.

Council Member Wright, the change on Florida Avenue is noticeable thanks to Chief Brown and the Departments efforts.

Council Member Krupa, recommended extra patrol on Acacia Avenue. Good job.

Council Member Milne, good job.

The City Council moved to Item No. 21 at this time.

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.

Robert Youssef, recused himself from this discussion due to the close proximity of his primary residence to the project location.

Ronald Bradley, Interim City Manager, the economy has taken its toll on Mr. Cooper and the Stetson Crossing project. This is the 6th extension that has been requested on this agreement. Staff has offered the following recommendations for the City Council to consider:
1) Enter into a new Professional Services Agreement 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 Professional Services Agreement 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 Qualifications (RFQ) to re-solicit proposals for the sale and development of the property under terms negotiated by 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, conditional sale; or
- 5) Do nothing and reassess sale and development strategies under the leadership of the new City Manager in January 2014. Mr. Cooper is here and wishes to address the council.

Mark Cooper, Stetson Crossing Partners LLC, thanked the City Council for the opportunity to address them. We are requesting an extension because more time is needed to amend the Specific Plan to allow a theater use. We started this project in May of 2007 and the first contract was approved in May 2008. By the time the re-stated Purchase Agreement and Development Agreement were approved in 2010 almost \$1 million in soft costs had been spent. When it was confirmed that Kohl's would not be building at the site, we immediately started talking with Krikorian. We have a ground lease with Krikorian for a state of the art entertainment center on this corner. This has triggered a tremendous amount of interest for this corner and the adjacent Page Plaza. My joint venture partner with Page Plaza, Joe Rich of Rich Development, has agreed to be a joint venture partner on this project.

Joe Rich, Rich Development, we are committed to getting Stetson Crossing built. The completion of Stetson Crossing and a theater of this type will bring interest back into Page Plaza. We are committed if the City Council will grant the extension. We built Page Plaza in one of the worse economic times.

Todd Cummings, VP of Operations Krikorian, I lived in Hemet in the mid 90's serving as the construction manager of the original Krikorian Theater on Florida Avenue. That theater on Florida Avenue was state of the art at the time. We are proposing a 12 screen theater, with a 14 lane bowling alley, a sports bar with a 60 foot screen and 4 VIP auditoriums. Krikorian Theaters is very interested in Hemet and this project.

Jeff Kristoff, Krikorian Theaters, this project will add to the quality of life in Hemet. People will come here for this experience. I understand that we are behind the mark, but we have been involved with projects that take longer than this. Krikorian saw a market in Hemet 20 years ago there is an underserved population in this area.

Bill Neice, I have been leasing centers in Hemet for 20 years, working on Stetson Crossing for the past 6 years. This has been difficult during this recession, we are very fortunate to have secured Krikorian. We strongly believe they will attract sit down restaurants and new retailers that will provide jobs, property tax and sales tax to Hemet. I urge you to approve the extension allowing us to complete this project.

Mr. Cooper, for the past 20 years I have been active in this Community. I have invested over \$1 million dollars in this Community I can't do that again. WalMart is successful and has been a large revenue generator for the City. I feel that we will do a good job for the City of Hemet since Page Plaza is successful. I have always worked hand in hand with the City Council and staff. This project will improve the quality of life, bring new jobs, and generate sales tax in Hemet. We are all here tonight and ready to move forward on this project for the City of Hemet. The project will require a private capital investment of \$25 million to generate jobs and tax revenue. This team knows what they are doing and are good at it. We have come so far doesn't it make sense for us to finish the job? Mr. Cooper recommended that the City Council consider extending the current contract. I'm not sure how long it will take to get through the Specific Plan Amendment to allow the theater use as well as the ALUC. We currently have a ground lease with McDonalds and are in serious negotiations with several other tenants. Terms have been agreed to between Rich Development and myself based on

the existing agreement with the City. In a period when many developers have walked away from projects, Rich Development has stayed committed to Page Plaza. There is no project without the Krikorian Theater. Mr. Rich is as interested in investing and developing Stetson Crossing as I am. Mr. Cooper explained to the City Council that an ALUC override will most likely be required. Mr. Cooper requested that the City Council approve an extension to the existing agreement allowing time for to complete the SPA and get through ALUC. These processes were not started until financing could be secured.

Council Member Wright, thanked Mr. Cooper for constantly being a Hemet Cheerleader. You have put your time and money into Hemet for the last 14 years. Council Member Wright is pleased that Krikorian has agreed to invest and build to Hemet a development of this caliber could make a big difference. Council Member Wright expressed concerns with the terms of the previous agreement.

Council Member Krupa, understands the personal investment that Mr. Cooper has made. Council Member Krupa expressed concern with the previous agreement and asked the City Attorney to explain the terms.

Eric Vail, City Attorney, originally the City sold the property at its then Industrial value and Stetson Crossing Partners, LLC was going to buy the whole site for cash. The City participated in the improvements and at that time the developer had the option to purchase only one of the parcels for \$900,000 for cash with the remainder carried by the City. The concern at the time was that Stetson Crossing Partners LLC would need financing to complete the improvements. The City included a number of financial requirements into the agreement since it would be the lender. The change in the properties zoning, condition and the economy have led to some concerns. The City Attorney's Office has recommended that the City be removed from that financing structure. Staff is again recommending that the City no longer carry the note. The flood channel improvements have been completed the property is more valuable.

Mr. Cooper, reminded that City Council that he has already provided a \$100,000 deposit

Council Member Krupa, asked Mr. Vail is the City's action to override the ALUC increases the City's liability.

Mr. Vail, my office has researched this concern several times and there is no additional liability.

Council Member Milne, expressed concern with carrying the note.

Council Member Wright, asked if interest would be accrued on the note.

Mr. Vail, the terms do include 6% interest on \$1.8 million dollars. The property was originally owned by the Redevelopment Agency which consistently accrued more risk on its transactions. The City does not have that same ability and this pushes the envelope and puts the remaining property at risk. Staff has not seen the Joint Venture agreement between Mr. Rich and Mr. Cooper.

Mr. Cooper, recommended that the City Council consider amending the current agreement to request that the remaining \$1.8 million be paid in cash. Mr. Cooper expressed concern that changing the price of the property at this point might be a problem. If the City Council is considering Option No. 1 Mr. Cooper requested that the \$250,000 be refundable if the SPA is not approved by the City. Krikorian Theaters has committed to coming here because they think there is a market here. It doesn't make sense trying to get more money from us we can barely get this project funded at the current price. This project will provide new jobs, sales tax and improve the quality of life for the residents.

Mayor Pro Tem Smith, this property was appraised 6 years ago. The City needs to make sure that it is getting the full value of the property for the taxpayers. The \$250,000 is a good

faith effort that this project will happen.

Council Member Milne moved and Mayor Pro Tem Smith seconded a motion to approve Staff Recommendation No. 1. Motion carried 4-0.

21. **Federal Advocacy Services** – Interim City Manager Bradley

- a. Provide direction to David Turch and Associates by identifying the Council's priorities for assistance at the federal level.

Ron Bradley, Interim City Manager, David Turch and Associates is the City's Washington DC lobbying firm. Jamie Jones and Chase Kroll of David Turch and Associates are here to obtain direction from the City Council regarding the priorities you would like them to pursue.

Jamie Jones, apologized for Mr. Turch who is currently in Washington DC. Mr. Jones gave the City Council an update on Washington DC. Despite all that is going on there is grant money that is available and being allocated to agencies and Hemet deserves its share. Our job is to determine your priorities and advance them in Washington DC.

Chase Kroll, David Turch and Associates have represented clients in California for a number of years.

Mr. Jones, the first step is to develop a platform. We need to match the City's needs with grant opportunities. The City should be pursuing funding and partnerships at all levels of Government we encourage you to actively engage in Washington DC. It is important that you know what is currently happening and what is foreseen.

Mr. Bradley, gave the City Council an update on the request to turn over a portion of Highway 79 to the City of Hemet. If the Governor approves, negotiations will begin with CalTrans.

Mayor Pro Tem Smith, recommended that funding for Highway 79 be a priority. Transportation issues as well as creative program for public safety are top priorities. It is important that we reduce crime and increase the quality of life for the residents.

Council Member Wright, expressed interest in any type of funding source. Council Member Wright expressed concerns with program and implementation requirements. Given my current and former employment I am very familiar with the process and look to your firm for assistance.

Council Member Krupa, recommended that operation funding for the Library, funding for solar on City buildings and Public Safety be amongst the City's priorities. Council Member Krupa expressed opposition to grants that fund employees. Recommended grants for programs or infrastructure will benefit the City.

Council Member Milne, recommended that the lobbyist concentrate on preventing additional takes. Infrastructure and road funding is vital.

Mayor Youssef, recommended that transportation and Highway 79 be a priority. Hemet needs to become a destination. It comes down to money and economic development opportunities. Mayor Youssef expressed concern with grants that have strings. The City does not want to hire employees today that we might have to layoff down the road again.

The City Council moved to Item No. 20 at this time.

Mayor Pro Tem Smith moved and Council Member Milne seconded a motion to continue the City Council meeting past 10:00 p.m. and to continue Item No. 22. Motion carried 5-0.

Communications from the Public

Joe Helger, VFW, introduced himself and told the City Council the services provided by the local VFW.

Stuart Haniff, Grid Alternatives, invited the City Council to see two local installations on Habitat for Humanity Homes, 720 and 730 W. Latham on October 7th and 8th. Mr. Haniff also invited the City Council to attend a Green Mixer to be held at the Western Science Center on October 7th.

Lori VanArsdale, Hemet, recommended that the City Council consider moving the "Communications from the Public" to the beginning of the meeting to accommodate residents that would like to express their concerns and or gratitude. Ms. VanArsdale thanked the City Council for their continued support of the Ramona Bowl and announced "Broadway Nights at the Bowl", September 14th and 21st.

Eric Vail, announced that Ms. VanArsdale delivered the signed Agreement for Temporary Access to Hemet Theater Property. This will allow us to paint the east side of the Theater.

Howard Tounget, agreed that the City Council should move "Communications from the Public" to the beginning of the meeting. Mr. Tounget voiced his concern that he could no longer show pictures at the meeting. Mr. Tounget expressed concern with the Tri-Buick Facility and suggested that the City rezone the property to permit automotive use. Mr. Tounget also expressed concern with property located across the street from City Hall that has vehicles parked illegally.

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

The City Council cancelled their November 26 and December 24, 2013 Meetings.

The City Council recess to the Housing Authority Meeting at 11:26 p.m.
Reconvened at 11.28 p.m.

Continued Closed Session

The City Council recessed to Closed Session at 11:29 p.m.

2.A Public Employee Appointment

Pursuant to Government Code section 54962

Title: *City Manager*

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)

City Attorney Continued Closed Session Report

- 7.A Public Employee Appointment
Pursuant to Government Code section 54962
Title: *City Manager*

There was no reportable action.

8. 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 did not discuss this item.

9. 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

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

10. Conference with Legal Counsel - Anticipated Litigation
One (1) matter of significant exposure to litigation pursuant to Government Code section 54956.9(b)

The City Council did not discuss this item.

Future Agenda Items

There were no future agenda items requested at this time.

Adjournment

Adjourned at 12:05 p.m. to Tuesday, September 24, 2013 at 7:00 p.m.



#5

MINUTES

REGULAR MEETING OF THE HEMET CITY COUNCIL

September 24, 2013

6:30 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 6:30 p.m.

Roll Call

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

ABSENT: Mayor Youssef

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

Work Study

Discussion regarding this item, with possible direction to staff

1. Southern California Edison's Communication Plan for Local Governments – Ray Hicks
Ray Hicks, introduced Francisco Martinez. In the event of the large county wide emergency, SCE will be at the County's Emergency Command Center.
Francisco Martinez, the Communication Plan for Local Government came out after the 2011 hurricane winds which were close to a large scale natural disaster. The purpose of the Plan is to help keep local government contacts better informed about extended outages during emergencies. One part of the program is for first responders, police and fire. The other is with CERT and Community Response Teams. Mr. Martinez showed the City Council a portion of a video that has been prepared by SCE showing how to handle down wires, power outages and emergency situations involving electrical lines and poles.
Mayor Pro Tem Smith, thanked SCE for the plan. We are by nature fearful of what we can't see. Mayor Pro Tem Smith recommended that the video and plan be made available to the public at some point.
Mr. Martinez, offered to schedule a class with police and fire personnel.
The City Council recommended that the Police and Fire Chiefs be the point of contact for the City of Hemet.
-

Closed Session

Notice of Opportunity for Public Comment

There were no public comments presented at this time.

The City Council recessed to Closed Session at 6:41 p.m.

2. Public Employee Appointment
Pursuant to Government Code section 54962
Title: City Manager

REGULAR SESSION

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

Call to Order

Mayor Pro Tem Smith called the meeting to order at 7:03 p.m.

Roll Call

PRESENT: Council Members Krupa, Milne, Wright and Mayor Pro Tem Smith
ABSENT: Mayor Youssef
Council Member Wright moved and Council Member Milne seconded a motion to excuse Mayor Youssef. Motion carried 4-0.
OTHERS PRESENT: Interim Assistant City Manager Thornhill, 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 Mayor Pro Tem Smith

City Attorney Closed Session Report

3. Public Employee Appointment
Pursuant to Government Code section 54962
Title: City Manager

The City Council received a brief update from the City Attorney. The City Council reached terms with a City Manager candidate. The City Council will be asked to consider the contract with Agenda Item No. 16.

City Council Business Consent Calendar

4. **Approval of Minutes** – September 7, 2013
5. **Receive and File** – Warrant Registers
 - a. Warrant registers dated September 4, 2013 and September 5, 2013. Payroll for the period of August 19, 2013 to September 1, 2013 was \$635,522.75.

6. **Recommendation by Fire** – Revised City of Hemet Emergency Operations Plan (EOP), January 2013
 - a. Adopt a resolution approving the revised (January 2013) City of Hemet Emergency Operations Plan (EOP), Emergency Action Plan (EAP)
Resolution No. 4552

7. **Recommendation by Community Investment** – Amendment to Neighborhood Stabilization Program for Mobley Lane Revitalization
 - a. Adopt a resolution authorizing an Amendment to Neighborhood Stabilization Program Mobley Lane Revitalization. **Resolution No. 4553**

8. **Recommendation by Engineering** – Riverside County Flood Control and Water Conservation District’s Cooperative Agreement – San Jacinto MDP, Line C (Stage 2), Line C-4 (Stage 1), Line C-5 (Stage 1) & Line B (Stage 1)
 - a. Accept the Cooperative Agreement with Riverside County Flood Control and Water Conservation District (RCFC&WCD); and
 - b. Authorize the Mayor, Interim City Manager, and City Attorney to execute the Cooperative Agreement.

9. **Recommendation by Public Works** – Second Amendment to Four-Agency Agreement regarding In-Lieu Project
 - a. Approve the Second Amendment of the Four-Agency Agreement regarding In-Lieu Project between Eastern Municipal Water District, the Lake Hemet Municipal Water District, the City of Hemet and the City of San Jacinto collectively the Hemet-San Jacinto Watermaster.

10. **Recommendation by Public Works** – First Amendment to Agreement for Consultant Services with CarteGraph Systems, Inc. for Software Upgrades and Training Services
 - a. Approve the First Amendment to Agreement for Consultant Services with CarteGraph Systems, Inc. to provide a second phase of customization of WORKdirector modules and integration of the Fuel Master Fuel Management System with Fleet for WORKdirector in the Public Works Department; and
 - b. Authorize the Interim City Manager to execute the First Amendment in a total amount not to exceed \$76,840.00 for FY 13/14.

11. **Recommendation by Public Works** – First Amendment to Implementation Agreement for NPDES Municipal Storm Water Discharge Permit for Santa Ana Region
 - a. Approve the first amendment to the National Pollutant Discharge Elimination System (NPDES) Urban Runoff Discharge Permit Implementation Agreement with the Riverside County Flood Control and Water Conservation District.

12. **Recommendation by Administrative Services** – Professional Services Agreement with HdL Coren & Cone for Property Tax Audit and Administration Services.
 - a. Approve a Professional Services Agreement with HdL Coren & Cone for property tax audit and administration services; and
 - b. Authorize the Interim City Manager to execute a Professional Service Agreement with HdL Coren & Cone for property tax audit and administration services.

Council Member Krupa moved and Council Member Wright seconded a motion to approve the Consent Calendar as presented. Motion carried 4-0.

Public Hearing

13. **Development Agreement Amendment 11-001 – First Amendment to Development Agreement No. 04-002** – Community Development Director Elliano
- a. Introduce, read by title only and waive further reading of an ordinance approving DAA 11-001, the First Amendment to Development Agreement 04-002 for the Tres Cerritos West development; and
 - b. Direct staff to file a Notice of Determination with the County Clerk in compliance with the California Environmental Quality Act. **Ordinance Bill No. 13-037**

Deanna Elliano, Community Development Director, gave the City Council a powerpoint presentation regarding Development Agreement Amendment (DAA) 11-001. Tres Cerritos West is a 121 acre western portion of the Tres Cerritos Specific Plan adopted in 1990. The Subdivision was approved for 177 single-family, hillside lots & 60 acres of open space in 2004. Development Agreement No. 04-002 was adopted in 2005 and expires in February 2015. The project was started, lots were graded then the developer lost the property. The map was never finalized. The property is currently owned by United Security Bank. A map showing the property location displayed. DA No. 04-02 was between the City of Hemet and Corman Brooke, LLC. The ten year term expires on February 11, 2015. The DA fee was \$2997 per unit for a total project amount \$530,469.00, with 50% due at 1st building permit and the remainder due at 80% completion. The Developer was required to provide a feasibility study for and participation in the regional drainage & SPA for Tres Cerritos East. The Developer agreed to form a CFD to pay for regional drainage improvements. The new owners are seeking greater clarity and certainty in the agreement for future buyer/builder. The amendment will extend the life of the DA five additional years to 2020 to allow for build-out. The amended agreement acknowledges obligations in the agreement that have already been satisfied. The amended agreement caps the financial contribution towards the regional drainage improvements at 40% per the feasibility study. The owner agrees to annex property into the City's Public Safety CFD. All other provisions of the original DA still apply. A public hearing was held on August 20, 2013. The Planning Commission adopted Resolution No. 13-014 finding the Amendment consistent with the General Plan and Tres Cerritos SP recommending approval to the City Council. There were no comments received from the public at the hearing or in response to the public notice. The Amended DA will provide greater certainty to the project for a future developer and facilitate the completion of the Tres Cerritos East development. The Development will participate in the regional drainage solutions and infrastructure costs. The Development will participate in the Public Safety CFD to help fund police and fire services to serve the project. Staff recommends approval.

Council Member Krupa, asked how this agreement and drainage improvements will impact the master storm drain project.

Ms. Elliano, their improvements will greatly help facilitate the master storm drain project. This project is upstream and will also help the Ramona Creek project. The intended flow is further southwest. This will hopefully help implement that drainage plan sooner. There are different drainage systems for Tres Cerritos East and Tres Cerritos West. Both projects will solve their own drainage issues and will participate in the ultimate solution.

Mayor Pro Tem Smith declared the Public Hearing opened at 7:17 p.m.

There were no comments presented at this time.

PH closed at 7:18 p.m.

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

The ordinance was read by title only.

14. **Municipal Code Amendment No. 13-007 – Amending Article XIV of Chapter 18 regarding Residential Rental Unit Registration and Crime Free Housing Program, and adoption of the associated Fee Schedule – Community Development Director Elliano**

a. Introduce, read by title only and waive further reading of an ordinance mending Article XIV of Chapter 18 of the Hemet Municipal Code regarding provisions of the Residential Rental Unit Registration and Crime-Free Multi Housing Program **Ordinance Bill No. 13-045**; and

b. 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 No. 1870 and Ordinance Bill No. 13-045.

Resolution No. 4554

Deanna Elliano, Community Development Director, the resolution and ordinance were amended to eliminate the renewal requirement for Landlords in Good Standing. As long as the landlord maintains the designation and the property does not change ownership there will be no renewal requirements. The ordinance was amended to change the commencing dates. Multi-family will begin March 31, 2014 and Single family will begin September 30, 2014. Staff is recommending approval.

Mayor Pro Tem Smith declared the Public Hearing opened at 7:22 p.m.

Bob Taylor, Hemet, I have been a Hemet residents since the 40's. I am a great landlord with great tenants. Mr. Taylor expressed concern that the good landlords expected to pay as a source of revenue for the City. I am 100% behind the City going after the slumlords. We follow all Section 8 laws, but do not want to be told when to repaint. Mr. Taylor agrees that the neighborhoods do need to be cleaned up. Don't punish the landlords that take care of their properties.

Francis Parks, Hemet, owns a 4-plex in Hemet and maintains her property. Ms. Parks has to hire out the work and that gets expensive. It is not easy to get good renters. The expenses add up and we already pay for a City Business License. Ms. Parks recently had to pay for fence around her property because of the neighborhood children, as well as security doors on her properties that have alley's off the back.

Mayor Pro Tem Smith declared the Public Hearing closed at 7:28 p.m.

Mayor Pro Tem Smith, the intention is to give staff the tools to go after the bad landlords and hopefully this will increase property values for the good landlords. The City Council had a lengthy deliberation last meeting about the same concerns. The program might not be perfect, but necessary. Mayor Pro Tem Smith thanked staff for the extra effort.

Council Member Krupa, thanked staff for all of the work that was put into this. We want to reward and encourage "Landlords in Good Standing".

Council Member Wright, concurred with Council Member Krupa. The City appreciates and wants to thank good landlords.

Council Member Milne, I still have heartburn, my intent was to not have this ordinance effect good landlords at all. I hope that staff will be sensitive to the landlords that are working with the City.

Council Member Milne moved and Council Member Wright seconded a motion to introduce, read by title only and waive further reading of Ordinance Bill No. 13-045. Motion carried 4-0.

Council Member Wright moved and Council Member Milne seconded a motion to adopt Resolution No. 4554. Motion carried 4-0.

The ordinance was read by title only.

Discussion/Action Item

15. **Support for Healthy Active Living and Sustainable Communities** – Interim Asst. City Manager Thornhill

- a. Adopt a resolution supporting Healthy Active Living and Sustainable Communities. **Resolution Bill No. 13-044**

Gary Thornhill, Interim Assistant City Manager, this great program is about promoting healthy communities by encouraging healthy lifestyles and healthy living.

Dr. Kaiser, Public Health Officer for Riverside County, we commend the City of Hemet for placing health in the forefront. This resolution reinforces that commitment. Individual choice is important our goal is to encourage people to make a healthy choices most of the time. This resolution is a vital partnership between the City of Hemet and the County of Riverside. Dr. Kaiser invited the City Council to choose a representative to serve the City of Hemet on the Coalition. Dr. Kaiser recommended that the City Council adopt the resolution.

Robert Righetti, Hemet, spoke in opposition to the resolution and encouraged the City Council to not be fooled by the simple presentation. This resolution plants the seeds. This is only the beginning of infringing on residents lifestyle. The resolution does say that it is to encourage a healthy lifestyle, it also effects land use changes. The resolution references both AB 32 and SB 375. This is about controlling people and controlling how we lived by regulating lifestyles of the people. This will become part of the City's General Plan. By implementing land use and employee policies the City Council would have to tell City employees how to live.

Joy Ward, Hemet, spoke in opposition to the resolution.

Diane, Hemet, spoke in opposition to the resolution.

Mayor Pro Tem Smith, agrees that health is an important issue. However, I want the freedom to eat whatever I want. Mayor Pro Tem Smith expressed concern with AB 32 and SB 372, unfortunately we haven't seen all of the impacts of these legislations. Mayor Pro Tem Smith expressed opposition to the resolution.

Council Member Milne, the City Council is not here to pick the winners and the losers of the free market. I personally have learned to grow food in my front yard because it is cheaper. The City Council encourages the City employees and residents to use non-motorized transportation.

Council Member Krupa, eating healthy is my personal choice and I do. Legislators assume that moral behavior and common sense can be legislated and it can't. We need to tell the Government to get out of our lives. I agree with some aspects of the resolution. I agree that we should promote a healthy lifestyle, but I do not agree that the City, County or State should legislate these types of things.

Council Member Wright, we don't need a resolution to promote an active lifestyle, we need to provide bike trails, walking trails and other things that would be a part encourage healthy living. This is some good information in this resolution and the City Council should applaud those that choose a healthy lifestyle.

Council Member Krupa moved and Council Member Milne seconded a motion to deny this item as presented. Motion carried 4-0.

16. **Appointment of City Manager - City Attorney Vail**

- a. Approve the appointment of Mr. Wally Hill as the City Manager of Hemet, California effective November 18, 2013, subject to completion of contract negotiations with Mr. Hill and approval of the employment agreement by City Council.

Eric Vail City Attorney, in the past 7 years the City of Hemet has had 7 City Manager's. We are hoping to welcome Mr. Hill for a longer period of employment. Bob Murray and Associates did a comprehensive recruitment. 78 applications were received and narrowed down to 6 very qualified candidates. Mr. Hill was the stand out candidate. The City Council and Mr. Hill agreed on terms. Staff is recommending that the City Council appointment Mr. Hill with a start date of November 18, 2013 and authorize Mayor Pro Tem Smith to sign his agreement.

Mayor Pro Tem Smith, asked Mr. Vail to explain the intent with regards to longevity in Section 1.2 of the agreement.

Mr. Vail, both parties do recognize that Hemet needs a long-term commitment. The term of the agreement is 5-years however that can be terminated by both parties.

Council Member Milne, thanked Mr. Hill for applying. Very nerve racking process and a decision that will have a lasting effect on the City. I had no qualms after meeting Mr. Hill. I hope the rest of the City agrees. Mr. Hill you are highly regarded amongst your peers. Welcome to the City of Hemet.

Council Member Krupa, I was impressed by Mr. Hill's experience. This was the first time I have had to hire a City Manager. The City Council was looking for a long-term employee.

Council Member Wright, this was a very daunting task. We interview 6 very qualified candidates and Mr. Hill stood out. The City is looking for at least a 5-year commitment. The City has an incredible staff for you to work with Mr. Hill.

Mayor Pro Tem Smith, the two most important decisions the City Council has to make is to hire the City Manager and the City Attorney. During the interview Mr. Hill referred to the citizens of Hemet as his customers. We are looking forward to City Hall becoming a customer friendly organization. Mr. Hill also has offered to move from San Diego to the community because he thinks that it is important.

Council Member Krupa moved and Mayor Pro Tem Smith seconded a motion to appoint Mr. Hill as the City Manager effective November 18, 2013, approve his Employment Agreement and authorize Mayor Pro Tem Smith to sign the agreement. Motion carried 4-0.

Wally Hill, thanked the City Council. Mr. Hill looks forward to working as Hemet's City Manager and will support the City Council by working with City staff, contractors and the stake holders. Mr. Hill is hoping to make the transition seamless and transparent.

Communications from the Public

Bob Righetti, Valley View Foundation, thanked the City for painting the side of the Hemet Theater. Casey Abrams is coming back on November 16th. Lee Rocker and the Stray Cats on December 7th. Mr. Righetti is looking forward to working with Mr. Hill and picking his brain on economic development that has happened in San Diego.

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

The Ramona Bowl had two successful weekends of "Broadway Nights at the Bowl".

The Bowl will be hosting Upcoming Poker Ride on November 9, 2013.

The Masters in Harmony will be on December 14, 2013.

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

Council Member Krupa, recommended that staff look at the mural at Miller & Son's Carpet and consider more murals in Hemet.

Council Member Krupa, requested that "Watermaster Board" be added to her reports. The Board has appointed Behrooz Mortazavi as the Advisor to the Board. Interviews with legal firms have begun.

Council Member Krupa, reported on the League of California Cities General Conference. The League passed both recommended Resolutions. The resolutions request that the Governor and the Legislature work with the local governments. Council Member Krupa gave a synopsis of the sessions that were offered at the Conference. Overall the conference was very informative and educational.

B. Council Member Milne

1. Library Board
2. League of California Cities

Council Member Milne, attended the Conference and had an opportunity to share and commiserate with colleagues from other cities.

3. Riverside County Habitat Conservation Agency (RCHCA)
4. Riverside Transit Agency (RTA)
5. Riverside Conservation Authority (RCA)

Council Member Milne, attended the opening of the Volunteer Office at the Hemet Valley Mall.

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
"Broadway Nights at the Bowl" was amazing.

Council Member Wright, the Key Note Speakers at the League Conference were wonderful. One was "Thinking outside of the Box", the other was an economist with common sense.

D. Mayor Pro Tem Smith

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

Mayor Pro Tem Smith, announced the Highway 79 is now RCTC's No 2 Project.

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 Asst. City Manager Thornhill

1. Manager's Reports
2. 412 Church Downtown Beautification Project "Clean & Green 2013"

Gary Thornhill, Interim Assistant City Manager, the City has received donations from Supervisor Stone, CR&R, Cagliero Nursery and the Chamber of Commerce for the clean-up event.

3. ICSC Western Division

Gary Thornhill, Interim Assistant City Manager, good job to John Jansons and the City staff that manned the City's booth at the ICSC Conference in San Diego. They received over 100 visits with a more interest than previous years.

Gary Thornhill, Interim Assistant City Manager, a special thanks for Matt Devore, Jeff Thomas, Joel Dyer and Steve Wolny for their time and effort in painting the Theater wall. It took over 40 gallons of paint to complete the job.

Future Agenda Items

Consider following suit with Riverside County's allowing the movie industry to film in Hemet with reduced or waived fees.

Resolution requesting that CalTrans do a speed study on the Lamb's Canyon portion of Highway 79.

Adjournment

Adjourned at 8:37 p.m. to Tuesday, October 8, 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 *LR*

DATE: October 8, 2013

RE: Warrant Register

The City of Hemet's warrant register dated September 19, 2013 is currently posted on the City's website in the Finance Department section, under *Financial Information*. Payroll for the period of September 2, 2013 to September 15, 2013 was \$655,650.72.

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 *LO*
FROM: Judith L. Oltman, City Treasurer
DATE: October 8, 2013
RE: Investment Portfolio as of July 2013

RECOMMENDED ACTION:

Receive and file.

ANALYSIS:

The summary statement of activity and balances of the Treasurer's Investment Portfolio for the month of July 2013 is forwarded herewith for your review. On 7/2/13 we purchased a 5yr/ 6 month call FFCB #2264 for \$500,000 at 2.20%; on 7/17/13 we purchased a 5yr/3 month call FHLMC #2265 for \$500,000 at 1.55%; and on 7/23/13 we purchased a 5yr/1 year call FFCB #2266 for \$500,000 at 1.93%. On 7/22/13 our FNMA #2229 was called.

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

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

Respectfully Submitted,

Judith L. Oltman

Judith L. Oltman
City Treasurer

attachment

CITY OF HEMET, CALIFORNIA
Monthly Report of Investment Activities

JULY 2013

INVESTMENT CLASSIFICATIONS	MONTHLY ACTIVITY	CONSOLIDATED BALANCE
PORTFOLIO AS OF June	69,012,586.14	
CERTIFICATES OF DEPOSIT Placed this month Matured this month Balance		6,698,000.00
LOCAL AGENCY INVESTMENT FUND: City of Hemet Deposits Withdrawals Balance	21,320.50	35,134,253.54
LOCAL AGENCY INVESTMENT FUND: City of Hemet Deposits Withdrawals Balance	1.14	1,875.99
BANK OF NEW YORK MELLON Custodial Acct. Deposits Withdrawals Balance	579,136.17 -1,579,136.17	4,167,958.98
RABO BANK: Money Market Account Deposits Withdrawals Balance		200,000.00
CITIBANK: Money Market Account Deposits Withdrawals Balance	137,298.40 -634,032.17	3,795,247.58
CITIBANK: Money Market Account 3 Deposits Withdrawals Balance	695,907.91 -2,800,000.00	3,800,745.83
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
2262 1.40% FHLMC 6/26/13		500,000.00
2263 1.45% FHLB 6/27/13		500,000.00
2264 2.20% FFCB 7/2/18	500,000.00	500,000.00
2265 1.55% FHLMC 7/17/18	500,000.00	500,000.00
2266 1.93% FFCB 7/23/18	500,000.00	500,000.00
PORTFOLIO BALANCE AS OF JULY 2013	66,433,081.92	66,433,081.92

INTEREST EARNINGS	13-14 FISCAL YEAR-TO-DATE	
EARNINGS BALANCE AS OF July 1, 2013		0.00
CERTIFICATES OF DEPOSIT INT.	11,962.35	
OTHER GOVERNMENT SECURITIES	68,665.14	
CITIBANK MONEY MARKET ACCOUNT	540.89	
CITIBANK MONEY MARKET ACCOUNT 3	664.37	
BANK OF NY MONEY MARKET ACCT.	18.50	
BANK OF NY MM ACCT. ACCRUED INT.	-18.50	
ACCRUED INTEREST	-104,397.69	
LOCAL AGENCY INVESTMENT FUNDS		
City of Hemet Interest	21,320.50	
City of Hemet Interest	1.14	
Accrued Interest	-21,321.64	
MONTHLY EARNINGS TOTAL	-22,564.94	-22,564.94
MEMO ONLY:		
MERCHANT BANK CHG. June	-2,528.48	
ACCRUED BANK CHG.	2,621.04	
LIBRARY CREDIT CARD FEES	-92.56	
ARMORED CAR	-364.62	
ASSET SEIZURE FUNDS		
Charges as of: July 1, 2013		
YTD CHARGES	-364.62	
12-13 YEAR-TO-DATE INTEREST EARNINGS		-22,564.94

CITY OF HEMET
Portfolio Management
Portfolio Summary
July 31, 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	3,015,648.67	2,971,000.00	4.46	1,401	590	1.541	1.562
Managed Pool Accounts	35,136,129.53	35,136,129.53	35,136,129.53	52.73	1	1	0.237	0.240
Passbook/Checking Accounts	12,163,952.39	12,163,952.39	12,163,952.39	18.26	1	1	0.286	0.290
Local Government Bonds	3,135,000.00	3,248,208.30	3,127,366.76	4.69	1,489	690	4.560	4.624
Medium Term Notes	1,000,000.00	977,645.00	1,004,246.13	1.51	1,694	1,583	1.233	1.250
Federal Agency Issues - Coupon	8,500,000.00	8,369,870.40	8,500,000.00	12.76	1,826	1,684	1.224	1.241
Negotiable CDs	3,727,000.00	3,732,633.15	3,727,000.00	5.59	1,656	1,295	1.173	1.189
	66,633,081.92	66,644,087.44	66,629,694.81	100.00%	484	370	0.700	0.710
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	66,633,081.92	66,655,408.27	66,641,015.64		484	370	0.700	0.710
Total Earnings								
	July 31	Month Ending	Fiscal Year To Date					
Current Year		40,133.54	40,133.54					
Average Daily Balance		68,483,621.71						
Effective Rate of Return		0.69%						

JUDITH L. OLTMAN, TREASURER

Reporting period 07/01/2013-07/31/2013

Run Date: 09/30/2013 - 14:38

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

CITY OF HEMET
Portfolio Management
Portfolio Details - Investments
July 31, 2013

CUSIP	Investment #	Issuer	Average Balance	Purchase Date	Par Value	Market Value	Book Value	Stated Rate	Moody's	YTM 365	Days to Maturity	Maturity Date
Certificates of Deposit - Bank												
SYS3124	3124	Ally Bank		07/30/2010	247,000.00	256,564.68	247,000.00	2.450		2.450	728	07/30/2015
SYS3138	3138	AMERICAN EXPRESS CENTURIAN		08/25/2011	248,000.00	249,690.69	248,000.00	1.150		1.150	389	08/25/2014
06740KEX1	3146	BARCLAYS BANK DE		12/07/2011	247,000.00	256,239.28	247,000.00	1.900		1.900	1,224	12/07/2016
SYS3130	3130	BMW BANK OF NORTH AMERICA, UT		10/22/2010	248,000.00	251,179.04	248,000.00	1.550		1.550	447	10/22/2014
SYS3128	3128	BANK OF HEMET		09/06/2010	247,000.00	247,000.00	247,000.00	1.600		1.600	36	09/06/2013
SYS3144	3144	BANK OF THE WEST		10/12/2011	249,000.00	255,192.13	249,000.00	1.750		1.750	1,168	10/12/2016
SYS3129	3129	BANK OF HEMET		09/06/2010	247,000.00	247,000.00	247,000.00	1.600		1.600	36	09/06/2013
SYS3136	3136	CIT BANK		08/24/2011	247,000.00	254,242.34	247,000.00	1.800		1.800	1,119	08/24/2016
SYS3142	3142	COMPASS BANK		09/14/2011	248,000.00	248,000.00	248,000.00	0.850		0.850	46	09/16/2013
SYS3134	3134	DISCOVER BANK		08/24/2011	248,000.00	248,000.00	248,000.00	1.050		1.050	389	08/25/2014
36160WVR7	3132	G.E. Capital Financial, Inc.		08/12/2011	247,000.00	254,540.51	247,000.00	1.850		1.850	1,107	08/12/2016
SYS3140	3140	GOLDMAN SACHS		08/31/2011	248,000.00	248,000.00	248,000.00	1.200		1.200	397	09/02/2014
Subtotal and Average			2,971,000.00		2,971,000.00	3,015,648.67	2,971,000.00			1.562	590	
Managed Pool Accounts												
SYS1001	1001	LOCAL AGENCY INVESTMENT FUND			35,134,253.54	35,134,253.54	35,134,253.54	0.240		0.240	1	
SYS1002	1002	LOCAL AGENCY INVEST. FUND			1,875.99	1,875.99	1,875.99	0.240		0.240	1	
Subtotal and Average			35,126,500.40		35,136,129.53	35,136,129.53	35,136,129.53			0.240	1	
Passbook/Checking Accounts												
SYS5009	5009	BANK OF NEW YORK			4,167,958.98	4,167,958.98	4,167,958.98			0.000	1	
SYS5001	5001	Citibank			3,795,247.58	3,795,247.58	3,795,247.58	0.450		0.450	1	
SYS5003	5003	CITIBANK			0.00	0.00	0.00	3.050		3.050	1	
SYS5004	5004	CITIBANK3			3,800,745.83	3,800,745.83	3,800,745.83	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			14,317,906.51		12,163,952.39	12,163,952.39	12,163,952.39			0.290	1	
Local Government Bonds												
423542KL2	5006	HEMET UNIFIED SCHOOL DISTRICT		07/22/2010	2,000,000.00	2,083,500.00	1,992,242.83	5.375		5.609	699	07/01/2015
509896AC0	5007	Lake Hemet Municipal Water Dis		10/07/2010	140,000.00	140,156.80	140,123.93	3.000		2.153	40	09/10/2013
533020DC4	5012	CITY OF LINCOLN		03/02/2013	995,000.00	1,024,551.50	995,000.00	3.000		3.000	762	09/02/2015
Subtotal and Average			3,127,253.59		3,135,000.00	3,248,208.30	3,127,366.76			4.624	690	

Portfolio COFH

AP

CITY OF HEMET
Portfolio Management
Portfolio Details - Investments
July 31, 2013

CUSIP	Investment #	Issuer	Average Balance	Purchase Date	Par Value	Market Value	Book Value	Stated Rate	Moody's	YTM 365	Days to Maturity	Maturity Date
Medium Term Notes												
68389XAN5	5010	ORACLE		03/28/2013	500,000.00	489,095.00	501,021.97	1.200		1.150	1,536	10/15/2017
94974BFG0	5013	WELLS FARGO		04/26/2013	500,000.00	488,550.00	503,224.16	1.500		1.350	1,629	01/16/2018
Subtotal and Average			1,004,283.79		1,000,000.00	977,645.00	1,004,246.13			1.250	1,583	
Federal Agency Issues - Coupon												
3133ECLK0	2264	FEDERAL FARM CREDIT BANKS		07/02/2013	500,000.00	502,560.00	500,000.00	2.200		2.200	1,796	07/02/2018
3133ECV43	2266	FEDERAL FARM CREDIT BANKS		07/23/2013	500,000.00	499,910.00	500,000.00	1.930		1.930	1,817	07/23/2018
313381MV4	2254	FEDERAL HOME LOAN BANK		01/17/2013	500,000.00	491,085.00	500,000.00	1.050		1.050	1,630	01/17/2018
313383GY1	2261	FEDERAL HOME LOAN BANK		06/13/2013	500,000.00	489,700.00	500,000.00	1.170		1.170	1,777	06/13/2018
313383JZ53	2263	FEDERAL HOME LOAN BANK		06/27/2013	500,000.00	492,870.00	500,000.00	1.450		1.450	1,791	06/27/2018
3134G37C8	2256	FEDERAL HOME LOAN MTG ASSOC.		04/17/2013	500,000.00	489,145.00	500,000.00	1.100		1.100	1,720	04/17/2018
3134G37H7	2257	FEDERAL HOME LOAN MTG ASSOC.		04/25/2013	500,000.00	489,921.85	500,000.00	1.150		1.150	1,728	04/25/2018
3134G47G7	2262	FEDERAL HOME LOAN MTG ASSOC.		06/26/2013	500,000.00	491,570.00	500,000.00	1.400		1.400	1,790	06/26/2018
3134G4BG2	2265	FEDERAL HOME LOAN MTG ASSOC.		07/17/2013	500,000.00	494,040.00	500,000.00	1.550		1.550	1,811	07/17/2018
3136G0GA3	2249	FEDERAL NTL MORTGAGE ASSOC.		05/16/2012	500,000.00	499,745.00	500,000.00	1.200		1.200	1,384	05/16/2017
3136G0NY3	2251	FEDERAL NTL MORTGAGE ASSOC.		06/27/2012	500,000.00	495,825.00	500,000.00	1.050		1.050	1,426	06/27/2017
3135G0NF6	2252	FEDERAL NTL MORTGAGE ASSOC.		08/21/2012	500,000.00	493,485.00	500,000.00	1.000		1.000	1,481	08/21/2017
3136G04U2	2253	FEDERAL NTL MORTGAGE ASSOC.		11/29/2012	500,000.00	491,585.00	500,000.00	1.000		1.000	1,581	11/29/2017
3135G0UN1	2255	FEDERAL NTL MORTGAGE ASSOC.		02/28/2013	500,000.00	490,720.00	500,000.00	1.150		1.146	1,672	02/28/2018
3135G0WN9	2258	FEDERAL NTL MORTGAGE ASSOC.		04/30/2013	500,000.00	485,008.55	500,000.00	1.000		1.000	1,733	04/30/2018
3136G1LB3	2259	FEDERAL NTL MORTGAGE ASSOC.		04/30/2013	500,000.00	486,255.00	500,000.00	0.700		0.700	1,733	04/30/2018
3135G0XG3	2260	FEDERAL NTL MORTGAGE ASSOC.		05/21/2013	500,000.00	486,445.00	500,000.00	1.000		1.000	1,754	05/21/2018
Subtotal and Average			8,209,677.42		8,500,000.00	8,369,870.40	8,500,000.00			1.241	1,684	
Negotiable CDs												
856284-E3-4	3147	BANK OF INDIA NEW YORK		04/27/2012	248,000.00	256,119.67	248,000.00	2.000		2.000	1,365	04/27/2017
106895AY1	3161	BREMER BANK GRAND FORKS, MN		06/22/2012	249,000.00	249,144.00	249,000.00	1.200		1.217	1,421	06/22/2017
10700QBC7	3160	BREMER BANK OF MOORHEAD ND		06/22/2012	249,000.00	249,144.00	249,000.00	1.200		1.217	1,421	06/22/2017
107003AK1	3162	BREMER BANK NA		06/28/2012	249,000.00	249,144.64	249,000.00	1.200		1.217	1,427	06/28/2017
17037TDV6	3169	CHOICE FINANCIAL GROUP		11/20/2012	248,000.00	244,274.79	248,000.00	1.000		1.000	1,572	11/20/2017
20033AAG13	3168	COMENITY CAPITAL BANK		10/25/2012	249,000.00	246,182.54	249,000.00	1.050		1.065	1,546	10/25/2017
29976DNY2	3166	EVERBANK		10/15/2012	248,000.00	248,000.00	248,000.00	1.000		1.000	1,537	10/16/2017
373128DS3	3167	GEORGIA BANK AND TRUST		10/17/2012	249,000.00	245,679.46	249,000.00	1.000		1.014	1,538	10/17/2017
36159CRZ1	3126	GE Money Bank		07/30/2010	247,000.00	256,316.25	247,000.00	2.400		2.400	728	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	1,641	01/28/2018
7865803L2	3164	SAFRA NATIONAL BANK		09/27/2012	249,000.00	249,000.00	249,000.00	0.800		0.800	788	09/28/2015

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

CUSIP	Investment #	Issuer	Average Balance	Purchase Date	Par Value	Market Value	Book Value	Stated Rate	Moody's	YTM 365	Days to Maturity	Maturity Date
Negotiable CDs												
795450NR2	3163	SALLIE MAE		07/25/2012	248,000.00	248,000.00	248,000.00	1.200		1.200	725	07/27/2015
84603M2W5	3165	SOVEREIGN BANK		10/03/2012	249,000.00	249,693.79	249,000.00	0.750		0.750	428	10/03/2014
909557CL2	3170	United Bankers' Bank		11/29/2012	249,000.00	245,934.01	249,000.00	1.100		1.115	1,581	11/29/2017
94986TMF1	3172	WELLS FARGO		03/28/2013	248,000.00	248,000.00	248,000.00	1.000		1.000	1,700	03/28/2018
Subtotal and Average			3,727,000.00		3,727,000.00	3,732,633.15	3,727,000.00			1.189	1,295	
Total and Average			68,483,621.71		66,633,081.92	66,644,087.44	66,629,694.81			0.710	370	

**CITY OF HEMET
Portfolio Management
Portfolio Details - Cash
July 31, 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			68,483,621.71		66,633,081.92	66,655,408.27	66,641,015.64			0.710	370

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

Issuer	CUSIP	Investment #	Security Type	Par Value	Current Rate			Interest		Variance
						Date Due	Date Received	Amount Due	Amount Received	
Ally Bank	SYS3124	3124	BCD	247,000.00	2.450	07/30/2013	07/31/2013	3,025.75	3,000.88	-24.87
								Subtotal	3,025.75	3,000.88
BANK OF HEMET	SYS3128	3128	BCD	247,000.00	1.600	07/06/2013	07/08/2013	324.82	324.82	-
								Subtotal	324.82	324.82
BANK OF THE WEST	SYS3144	3144	BCD	249,000.00	1.750	07/12/2013	07/15/2013	358.15	358.15	-
								Subtotal	358.15	358.15
BANK OF HEMET	SYS3129	3129	BCD	247,000.00	1.600	07/06/2013	07/08/2013	324.82	324.82	-
								Subtotal	324.82	324.82
BREMER BANK GRAND FORKS, MN	106895AY1	3161	NC2	249,000.00	1.200	07/22/2013	07/23/2013	249.00	245.59	-3.41
								Subtotal	249.00	245.59
BREMER BANK OF MOORHEAD ND	10700QBC7	3160	NC2	249,000.00	1.200	07/22/2013	07/23/2013	249.00	245.59	-3.41
								Subtotal	249.00	245.59
BREMER BANK NA	107003AK1	3162	NC2	249,000.00	1.200	06/28/2013	07/02/2013	257.30	253.78	-3.52
		3162	NC2	249,000.00	1.200	07/28/2013	07/30/2013	249.00	245.59	-3.41
	Subtotal						506.30	499.37		
COMENITY CAPITAL BANK	20033AAG13	3168	NC2	249,000.00	1.050	07/25/2013	07/30/2013	217.88	214.89	-2.99
								Subtotal	217.88	214.89
FEDERAL HOME LOAN BANK	313381MV4	2254	FAC	500,000.00	1.050	07/17/2013	07/18/2013	2,625.00	2,625.00	-
								Subtotal	2,625.00	2,625.00
FEDERAL NTL MORTGAGE ASSOC.	3136G0NY3	2251	FAC	500,000.00	1.050	06/27/2013	07/01/2013	2,625.00	2,625.00	-
		3136FRB44	2229	FAC	0.00	2.125	07/22/2013	07/23/2013	5,312.50	5,312.50
	Subtotal						7,937.50	7,937.50		

Portfolio COFH

AP

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

Issuer	CUSIP	Investment #	Security Type	Par Value	Current Rate	Date Due	Date Received	Interest		Variance
								Amount Due	Amount Received	
GEORGIA BANK AND TRUST	373128DS3	3167	NC2	249,000.00	1.000	07/17/2013	07/18/2013	207.50	204.66	-2.84
								Subtotal	207.50	204.66
GE Money Bank	36159CRZ1	3126	NC2	247,000.00	2.400	07/30/2013	07/31/2013	2,964.00	2,939.64	-24.36
								Subtotal	2,964.00	2,939.64
HEMET UNIFIED SCHOOL DISTRICT	423542KL2	5006	NCB	2,000,000.00	5.375	07/01/2013	07/02/2013	53,750.00	53,750.00	
								Subtotal	53,750.00	53,750.00
JP MORGAN CHASE BANK	48124JSB5	3171	NC2	248,000.00	0.850	07/28/2013	07/30/2013	1,054.00	1,045.33	-8.67
								Subtotal	1,054.00	1,045.33
SALLIE MAE	795450NR2	3163	NC2	248,000.00	1.200	07/25/2013	07/30/2013	1,488.00	1,475.77	-12.23
								Subtotal	1,488.00	1,475.77
United Bankers' Bank	909557CL2	3170	NC2	249,000.00	1.100	06/28/2013	07/02/2013	235.86	232.63	-3.23
		3170	NC2	249,000.00	1.100	07/28/2013	07/30/2013	228.25	225.12	-3.13
	Subtotal						464.11	457.75		
WELLS FARGO	94986TMF1	3172	NC2	248,000.00	1.000	06/28/2013	07/02/2013	625.10	625.09	-0.01
		5013	MTN	500,000.00	1.500	07/16/2013	07/17/2013	1,666.67	4,166.67	2,500.00
	Subtotal						2,291.77	4,791.76		
Total								78,037.60	80,441.52	
Total Cash Overpayment								2,500.00		
Total Cash Shortfall								-96.08		

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

Issuer	CUSIP	Investment #	Security Type	Par Value	Current Rate	Interest	
						Date Received	Amount Received
Cash Accounts							
BANK OF NEW YORK	SYS5009	5009	PA1	4,167,958.98		07/02/2013	18.50
						Subtotal	18.50
Citibank	SYS5001	5001	PA1	3,794,706.69	0.450	07/31/2013	540.89
						Subtotal	540.89
CITIBANK3	SYS5004	5004	PA1	3,800,081.46	0.450	07/31/2013	664.37
						Subtotal	664.37
LOCAL AGENCY INVESTMENT FUND	SYS1001	1001	LA1	35,134,253.54	0.240	07/15/2013	21,320.50
						Subtotal	21,320.50
LOCAL AGENCY INVEST. FUND	SYS1002	1002	LA1	1,875.99	0.240	07/15/2013	1.14
						Subtotal	1.14
RABOBANK	SYS5011	5011	PA1	400,000.00	0.260	07/09/2013	3.29
	SYS5011	5011	PA1	400,000.00	0.260	07/09/2013	39.61
	SYS5011	5011	PA1	400,000.00	0.260	07/09/2013	46.48
	SYS5011	5011	PA1	400,000.00	0.260	07/09/2013	46.52
	SYS5011	5011	PA1	400,000.00	0.260	07/09/2013	50.07
						Subtotal	185.97
						Total	22,731.37

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

www.treasurer.ca.gov/pmia
 -laif
 September 30,
 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

July 2013 Statement

Effective Date	Transaction Date	Tran Type	Confirm Number	Authorized Caller	Amount
7/15/2013	7/12/2013	QRD	1404262	SYSTEM	21,320.50

Account Summary

Total Deposit:	21,320.50	Beginning Balance:	35,112,933.04
Total Withdrawal:	0.00	Ending Balance:	35,134,253.54

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

www.treasurer.ca.gov/pmia
 -laif
 September 30,
 2013

HEMET

TREASURER
 445 EAST FLORIDA AVENUE
 HEMET, CA 92543-4209

PMIA Average Monthly Yields

Account Number:
 65-33-006

Tran Type Definitions

July 2013 Statement

Effective Date	Transaction Date	Tran Type	Confirm Number	Authorized Caller	Amount
7/15/2013	7/12/2013	QRD	1403322	SYSTEM	1.14

Account Summary

Total Deposit:	1.14	Beginning Balance:	1,874.85
Total Withdrawal:	0.00	Ending Balance:	1,875.99

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

Date	Activity	98510818	98510819		98510816	98510815	98510817	RDA	TOTAL
		496-1504 Interest Fund	Principal Fund	Sinking Fund	496-1506 Reserve Fund	Redemption Fund	389-1502 Cost of Issuance	389-1503 Acquisition Fund	
7/31/2013	Interest								0.00
	Interfund transfer								0.00
	Debt Service from City of Hemet								0.00
	Debt Service Prnt								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						



Staff Report

TO: Honorable Mayor and Members of the City Council

FROM: Eric Vail, City Attorney

DATE: October 8, 2013

RE: Second Amendment to Employment Agreement For the Position Of Interim City Manager

RECOMMENDATIONS:

Adopt the Second Amendment to Employment Agreement For the Position Of Interim City Manager.

BACKGROUND:

On December 18, 2012, the City of Hemet ("City") and Ronald Bradley ("Bradley") entered into an employment agreement whereby Bradley would serve as the Interim City Manager ("Agreement"). The term of the Agreement, as amended in the First Amendment, can end upon the hiring of a new City Manager. A Second Amendment removes this provision and leaves intact provisions ending the term either at the close of business on 12/17/2013 or when Bradley works 960 hours.

ANALYSIS:

Removal of the clause terminating Mr. Bradley's employment upon the Council's hiring of a new City Manager is necessary for two reasons. First, although the Council took action to hire Mr. Hill on September 24, 2013, he will not actually commence duties until November 18, 2013, and it is necessary to keep Mr. Bradley as the interim City Manager during this period to provide continuity of service. Second, after Mr. Hill commences work there will need to be a reasonable transition period in which pending projects are transferred with a minimum of disruption and delay. For example, the evaluation of outsourcing or retaining Fire Services, the Stetson Crossing project, the Mobley Lane Project, and ongoing labor negotiations with several bargaining groups require continuous executive guidance and decisions to ensure those matters proceed smoothly and efficiently. By retaining Mr. Bradley's services until December 17, 2013, it will be possible to allow Mr. Hill an adequate transition period, while allowing the City to focus its full executive attention on important pending projects.

Due to Mr. Bradley's status as a retired CalPERS annuitant who is limited to working 960 hours for the City in this calendar year, the City Attorney's Office and the Deputy City Manager -- Administrative Services Director discussed the proposed amendment with CALPERS to ensure there was no jeopardy to Mr. Hill's status with CalPERS or to the City. We have received written confirmation from an authorized representative of CalPERS that the proposed amendment is acceptable and will not jeopardize Mr. Hill's status or the City.

FISCAL IMPACT:

None. Although a longer term may be more expensive, the City has already agreed to a term ending on close of business on 12/17/2013 or when Bradley works 960 hours.

ATTACHMENTS:

Second Amendment to Employment Agreement For the Position Of Interim City Manager.

Respectfully submitted,

Legal review,



Eric S. Vail
City Attorney

Fiscal review,



Rita Conrad
Deputy City Manager

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

The Employment Agreement entered into between the City of Hemet ("City") and Ronald Bradley ("Bradley") on December 18, 2012, is amended as follows, effective October 8, 2013:

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

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

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

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

INTERIM CITY MANAGER

CITY OF HEMET

Ronald E. Bradley

Robert Youssef, Mayor

ATTEST:

APPROVED AS TO FORM:

Sarah McComas, City Clerk

Eric S. Vail, City Attorney

#9



**CITY OF HEMET
Hemet, California
ORDINANCE BILL NO. 13-037**

**AN ORDINANCE OF THE CITY COUNCIL OF THE CITY OF
HEMET, CALIFORNIA, APPROVING THE FIRST AMENDMENT
(DAA 11-001) TO DEVELOPMENT AGREEMENT NO. 04-02 FOR
THE TRES CERRITOS WEST PROJECT.**

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WHEREAS, on January 11, 2005, the City Council adopted Ordinance No. 1727 approving Development Agreement No. 04-02 for the Tres Cerritos West development project, as well as a Specific Plan Amendment and Vesting Tentative Tract Map 31513; and,

WHEREAS, due to the economic downturn, the current owner of the Tres Cerritos West property, United Security Bank ("Owner") requested certain amendments be made to the Development Agreement, including an extension of the term and a cap on the percentage of the costs of regional drainage facilities that will be apportioned to the property; and,

WHEREAS, the City also desired to amend the Development Agreement to require the property to be annexed into the City's existing Citywide Public Safety Community Facilities District in lieu of creating a new Community Facilities District; and,

WHEREAS, the City and Developer have reached mutual agreement and desire voluntarily to enter into a First Amendment to Development Agreement No. 04-02 to extend the term of the Development Agreement by five years, cap the project's contributions to regional drainage facilities to forty percent of the total costs, and require the property to annex into the City's Public Safety Community Facilities District ("First Amendment"); and

1 **WHEREAS**, the City Council finds that the approval of this First Amendment
2 does not trigger the application of any new or increased development fees or exactions
3 or new or changed land use regulations to the project because Vesting Tentative Tract
4 Map 31513 confers on the Owner a vested right to develop the project in accordance
5 with the ordinances, policies and standards that were in effect at the time Vesting
6 Tentative Tract Map 31513 was approved; and,

7 **WHEREAS**, on August 20, 2013, the Planning Commission, after duly noticed
8 public hearing, recommended approval of the First Amendment; and,

9 **NOW THEREFORE, THE CITY COUNCIL OF THE CITY OF HEMET DOES**
10 **HEREBY ORDAIN AS FOLLOWS:**

11 **SECTION 1: APPROVAL OF FIRST AMENDMENT.**

12 The First Amendment, attached hereto as Exhibit "A" and incorporated herein by
13 this reference, is hereby approved and adopted by the City Council and the City
14 Manager is authorized to execute said First Amendment.

15 **SECTION 2: SEVERABILITY.**

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

24 **SECTION 3: EFFECTIVE DATE.**

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

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1 **SECTION 4: PUBLICATION.**

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

8
9 **INTRODUCED** at the regular meeting of Hemet City Council on September 24, 2013.

10 **APPROVED AND ADOPTED** this 8th day of October, 2013.

11
12
13 **Robert Youssef, Mayor** _____

14 **ATTEST:**

APPROVED AS TO FORM:

15
16 **Sarah McComas, City Clerk** _____

Eric S. Vail, City Attorney _____

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

3 I, Sarah McComas, City Clerk of the City of Hemet, do hereby certify that the
4 foregoing Ordinance was introduced and first read on the 24th day of September, 2013,
5 and had its second reading at the regular meeting of the Hemet City Council on the 8th
6 day of October, 2013, and was passed by the following vote:
7

8 **AYES:**

9 **NOES:**

10 **ABSTAIN:**

11 **ABSENT:**

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13 Sarah McComas, City Clerk
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EXHIBIT "A"
FIRST AMENDMENT

PLEASE COMPLETE THIS INFORMATION
RECORDING REQUESTED BY:

AND WHEN RECORDED MAIL TO:

S	R	U	PAGE	SIZE	DA	MISC	LONG	RFD	COPY
M	A	L	465	426	PCOR	NCOR	SMF	NCHG	EXAM
						T:	CTY	UNI	

Space above this line for recorder's use only

**EXEMPT FROM RECORDER FEES PURSUANT TO
GOV. CODE § 27383**

**FIRST AMENDMENT TO
DEVELOPMENT AGREEMENT NO. 04-02
"Tres Cerritos West"**

by and between

the

CITY OF HEMET

and

UNITED SECURITY BANK

Dated _____, 2013

FIRST AMENDMENT TO DEVELOPMENT AGREEMENT NO. 04-02
“Tres Cerritos West”

This First Amendment to Development Agreement No. 04-02 (“Amendment”), which is dated for reference as indicated on the cover page, is hereby entered into by and between the **CITY OF HEMET**, a California general law city (“City”), and **UNITED SECURITY BANK**, a California limited liability company (“Owner”), as follows. City and Owner may be collectively referred to herein as the “Parties.”

RECITALS

- A. City and Corman Brooke LLC, (“Original Owner”) entered into a Development Agreement on January 11, 2005, recorded by the Riverside County Recorder as Document Number 2005-0104610 (“Agreement”), providing the terms and conditions under which the Original Owner planned to develop approximately 121 acres of land located within the City, the legal description of which is attached as Exhibit “A” hereto, (“TC-West Property”) with a mixed density housing development with open space, recreational amenities, landscaping and certain Public Improvements (“TC-West Project”).
- B. The TC-West Property is now under new ownership. Owner is now in control of the TC-West Property and per Section 1.16 of the Agreement has succeeded in interest to the rights and obligations of the Original Owner under the Agreement.
- C. The original Term of the Agreement was for ten (10) years. The Parties contemplated that TC-West Project would be entirely built-out by the expiration of the original Term. Due to national, state, and regional market and economic conditions beyond the control of either the Original Owner, the Owner or the City, the TC-West Project requires additional time for completion. Therefore, the Parties desire to extend the Term of the Development Agreement by five (5) years as provided herein.
- D. The Parties further concur that the Owner will cause the TC-West Project to annex into the Public Safety Services Community Facilities District as provided herein.
- E. The City finds that this Amendment is not a Subsequent Development Approval, as that phrase is defined in the Agreement, because this Amendment does not materially and substantially change the TC-West Project, the Agreement, or any of the Existing Development Approvals for the TC-West Project. Therefore, this Amendment will not trigger the application of any Subsequent Land Use Regulations, new or increased Development Exactions or Development Impact Fees, including TUMF and the MSHCP Fee pursuant to Section 5.4.2 of the Agreement.
- F. Pursuant to Government Code Section 66498.1(b) and Hemet Municipal Code Section 70-166(a), the approval of VTTM 31513 for the TC-West Project conferred on the Owner a vested right to develop the TC-West Project in accordance with the ordinances, policies and standards that were in effect at the time VTTM 31513 was approved. Therefore, notwithstanding Section 28-70.3(f)(4) of the Hemet Municipal Code, this Amendment

does not subject the TC-West Project to TUMF program, and the TC-West Project remains exempt from the payment of the TUMF.

G. The Parties acknowledge that the following obligations contained in the Agreement have been satisfied and this Amendment is not intended to revive any obligations that have been satisfied:

1. The offer of dedication by Signal Hill Family Limited partnership for Regional Drainage Facilities.
2. Provision of the Feasibility Study to analyze the course for the Regional Drainage Facilities.
3. Specific Plan Amendment (SPA 06-001) for the Tres Cerritos East Property has been submitted and approved by City Council by Ordinance No. 1847 on April 10, 2012, effective May 10, 2012.
4. Owner has agreed to the formation of a funding mechanism (Community Facilities District) for the financing of the Regional Drainage Facilities.

OPERATIVE PROVISIONS

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

1. **INCORPORATION OF RECITALS.** The City Council finds that the foregoing recitals are true and correct and incorporates them herein by reference.

2. **AMENDMENTS.** The Agreement is hereby amended as follows:

2.1 **Development Impact Fees.** Section 1.6 of the Agreement is hereby amended to read:

“Development Impact Fees” shall mean those standard development impact fees imposed and levied by the City to recover the cost of planned public facilities and to mitigate impacts of projects on the City.”

2.2 **Term.** Section 2.4 of the Agreement is hereby amended to read:

“Term. The term of this Agreement shall commence on the Effective Date and shall extend for a period of fifteen (15) years thereafter, unless this Agreement is terminated, modified, or extended by circumstances set forth in this Agreement or by mutual consent of the parties hereto. This Agreement shall terminate and be of no force and effect upon the occurrence of the entry of a final judgment or issuance of a final order after exhaustion of any appeals directed against the City as a result of any lawsuit filed against the City to set aside, withdraw, or abrogate the approval by the City Council of City of this Agreement.”

2.3 Feasibility Study. Subsection 3.6.2 (“Feasibility Study”) of the Agreement is hereby amended to read:

“**Feasibility Study.** Owner has completed and submitted to City a Feasibility Study analyzing the potential cost of designing, constructing, and maintaining the various alternative locations, designs, configurations, and alignments of the Regional Drainage Facilities being considered by the City which recommended a fair and equitable apportionment of the potential cost of such facilities to be borne by the TC-West Project and TC-West Property through the Drainage CFD. However, the TC-West Project and TC-West Property shall not be apportioned any more than forty percent (40%) of the total estimated costs of such Regional Drainage Facilities assumed to be the perimeter flood control channel along Cawston Avenue and Devonshire Avenue east of Myers Street. If owner has not caused Signal Hill Family Limited partnership to dedicate the irrevocable offer of dedication for the Regional Drainage Facilities, then Owner shall cause the Feasibility Study to analyze alternative course for the Regional Drainage Facilities that would not require location of such facilities on property owned or controlled by Signal Hill Family Limited Partnership.

2.4 Financing of Public Services. Section 3.8 (“Financing of Public Services”) of the Agreement is hereby amended to read:

“**Financing of Public Services.** The City has established a Public Safety Services Community Facilities District (the “Services CFD”) pursuant to the Mello-Roos Community Facilities Act of 1982, Chapter 2.5 (commencing with Section 53311) of Part 1 of Division 2 of Title 5 of the Government Code, to finance public safety services City-wide. Owner agrees that it will initiate proceedings with the City to annex the TC-West Property into the Services CFD on or before the City’s approval of a final map for VTTM 31513.”

2.5 Notices. Section 10.4 (“Notices”) of the Agreement is hereby amended by replacing the existing addresses for notice with the following:

To City: City of Hemet
Attn: City Manager
445 E. Florida Ave.
Hemet, CA 92543
Facsimile: (951) 765-3785

With a copy to: Burke, Williams & Sorensen, LLP
Attn: Eric Vail
2280 Market St., Suite 300
Riverside, CA 92501
Facsimile: (951) 788-5785

To Owner: United Security Bank
Attn: Ken Donahue, Executive Vice President and Chief
Administrative Officer

2126 Inyo Street
Fresno, CA 93721
Facsimile: () -

With a copy to: The Law Offices of Gary L. Winter, Inc.
Attn: Gary Winter, Esq.
2525 Alluvial Ave. Suite 101
Clovis, CA 93611
Facsimile: (559)354-5278

3. GENERAL PROVISIONS.

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

3.2 **Definitions.** Except as otherwise stated in this Amendment, the terms and phrases used herein shall be interpreted in accordance with the definitions stated in the Agreement.

3.3 **Integration.** This Amendment consists of pages 1 through 5 inclusive, which constitute the entire understanding and agreement of the parties and supersedes all negotiations or previous agreements between the parties with respect to all or any part of the transaction discussed in this Amendment.

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

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

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

[Remainder of page intentionally left blank]

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

CITY:

THE CITY OF HEMET

By: _____
Ronald E. Bradley, Interim City Manager

ATTEST:

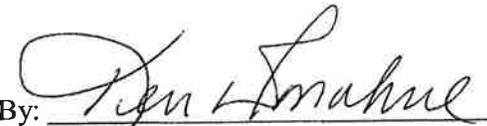
Sarah McComas, City Clerk

APPROVED AS TO FORM

Eric S. Vail, City Attorney

UNITED SECURITY BANK

By: 
Dennis Woods
President and Chief Executive Officer

By: 
Ken Donahue
Executive Vice President and Chief
Administrative Officer

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

EXHIBIT "A"

LEGAL DESCRIPTION OF TC-WEST PROPERTY

In the City of Hemet, County of Riverside, State of California, being portions of Tract 29550 as shown on a map filed in Book 299, Pages 78 thru 99, inclusive of maps, in the office of the recorder of said County, being more particular:

Lots 1 thru 7; Lots "A" thru "I"; Lot "K"; Lot "L"; Lot "EEE"; Lot "FFF"; Lot "LLL"; and Lot "MMM", all of said Tract.



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**CITY OF HEMET
Hemet, California
ORDINANCE BILL NO. 13-045**

AN ORDINANCE OF THE CITY COUNCIL OF THE CITY OF HEMET, CALIFORNIA AMENDING ARTICLE XIV OF CHAPTER 18 [BUSINESSES] OF THE HEMET MUNICIPAL CODE REGARDING THE REGISTRATION DEADLINES AND LANDLORD IN GOOD STANDING PROVISIONS OF THE RESIDENTIAL RENTAL REGISTRATION AND CRIME-FREE RENTAL HOUSING PROGRAM, AN ELEMENT OF THE HEMET ROCS PROGRAM.

WHEREAS, the City Council determined that the City has experienced a significant increase in the occurrence of substandard maintenance, unsafe conditions, and public nuisances in residential rental units, especially those rented by absentee landlords; and

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

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

WHEREAS, the City Council deemed it is necessary to implement a "Residential Rental Registration And Crime-Free Rental Housing Program" to alleviate these problems and improve living conditions for renters and protect the general welfare of individuals in affected neighborhoods; and

1 **WHEREAS**, the City Council adopted Ordinance 1870 on August 27, 2013
2 establishing a Residential Rental Registration and Crime Free Housing Program as
3 Article XIV of Chapter 18 of the Hemet Municipal Code; and

4 **WHEREAS**, in subsequently considering the establishment of the associated fee
5 schedule for the Program, the City Council determined that Owners of rental properties
6 that had obtained a "Landlord in Good Standing Designation" should not be burdened
7 with the time and expense of renewing their registration or designation unless the
8 designation had been revoked due to non-compliance pursuant to the ordinance, or the
9 ownership status of the property had changed; and

10 **WHEREAS**, minor amendments to Ordinance 1870 are required in order to
11 implement the desired modifications to the Program, and to revise the registration
12 deadlines to reflect the new effective date of the amended ordinance and to provide
13 sufficient time to notify rental property owners of the registration requirements.

14 **NOW, THEREFORE, THE CITY COUNCIL OF THE CITY OF HEMET DOES**
15 **HEREBY ORDAIN AS FOLLOWS:**

16 **SECTION 1: AMENDMENT OF ARTICLE XIV TO CHAPTER 18 OF THE HEMET**
17 **MUNICIPAL CODE.**

18 Article XIV "Residential Rental Registration And Crime-Free Rental Housing
19 Program" of Chapter 18 of the Hemet Municipal Code, is hereby amended and shall
20 read as shown in Exhibit "A" hereto.

21 **SECTION 2: CEQA FINDINGS.**

22 The adoption of this Ordinance is exempt from CEQA review pursuant to CEQA
23 Guidelines Section 15061(b)(3), because it can be seen with certainty that this project
24 would not have a significant effect on the environment. This Ordinance does not
25 approve any particular uses, and the development of any rental dwelling unit will still
26 undergo CEQA review.

27 /////

1 **SECTION 3: SEVERABILITY.**

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

10 **SECTION 4: EFFECTIVE DATE.**

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

13 **SECTION 5: PUBLICATION.**

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

20 **INTRODUCED** at the regular meeting of Hemet City Council on September 24, 2013.

21 **APPROVED AND ADOPTED** this 8th day of October, 2013.

22

23

Robert Youssef, Mayor

24

25 **ATTEST:**

APPROVED AS TO FORM:

26

Sarah McComas, City Clerk

Eric S. Vail, City Attorney

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

3 I, Sarah McComas, City Clerk of the City of Hemet, do hereby certify that the
4 foregoing Ordinance was introduced and first read on the 24th day of September, 2013,
5 and had its second reading at the regular meeting of the Hemet City Council on the 8th
6 day of October, 2013, and was passed by the following vote:
7

8 **AYES:**

9 **NOES:**

10 **ABSTAIN:**

11 **ABSENT:**

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13 Sarah McComas, City Clerk

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EXHIBIT “A”
**“ARTICLE XIV. RESIDENTIAL RENTAL REGISTRATION
AND CRIME-FREE RENTAL HOUSING PROGRAM”**

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

18-466 Purpose.

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

18-467 Definitions.

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

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

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

18-468 Scope.

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

18-469 Exemptions From Residential Rental Registration Program.

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

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

18-470 Residential Rental Registration Program.

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

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

5. Registration Deadlines. Owners of multi-family structures containing three or more Residential Rental Dwelling Units must register under this article by ~~December 31, 2013~~ March 31, 2014. Owners of single-family Residential Rental Dwelling Units, whether they are detached units or a duplex, must register under this article by ~~July 1, 2014~~ September 30, 2014.

- B. Annual Registration Renewal. The Owner of multi-family structures containing three or more Residential Rental Dwelling Units shall annually renew the registration for each such Residential Rental Dwelling Unit on or before ~~December 31st~~ March 31st of each year, to be in effect for the following calendar year, by following the registration procedure in this section. Owners of single-family Residential Rental Dwelling Units, whether they are detached units or a duplex, shall annually renew the registration for each such Residential Rental Dwelling Unit on or before ~~July 1st~~ September 30th of each year, to be in effect for the following calendar year, by following the registration procedure in this section. An Owner who qualifies as a Landlord in Good Standing and continues to maintain that qualification, as provided in this section, is only not required to renew the registration ~~every three years~~ unless the ownership changes. An Owner who no longer qualifies as a Landlord in Good Standing, as provided in this section, must re-register the affected Residential Rental Dwelling Unit(s) annually.

C. **Crime-Free Rental Housing Certification and Lease Addendum.** The Owner of a Residential Rental Dwelling Unit shall complete a Crime-Free Rental Housing Program Seminar and include a Crime-Free Lease Addendum in a form approved by the Director in all rental agreements and leases executed or extended after September 26, 2013.

1. **Pledge to Enforce.** As a requirement of registering their Residential Rental Dwelling Unit(s) Owner agrees to implement and enforce the Crime Fee Lease Addendum. Owners shall not allow any person to occupy the Residential Rental Dwelling Unit(s) in violation of any provision of the Crime-Free Lease Addendum. Owners shall utilize such equitable and legal remedies as may be afforded under the law to address and resolve their tenant's violations of the Crime Free Lease Addendum.
2. **Failure to Enforce.** Failure of the Owner to enforce the Crime Free Lease Addendum is cause for revocation of the Owner's registration of his or her Residential Rental Dwelling Units.
3. **Crime Free Rental Housing Seminar.** An Owner of a Residential Rental Dwelling Unit shall complete a Crime-Free Rental Housing Program Seminar prior to registration under this article, or as soon thereafter as the Seminar is offered. When a property is transferred to a new owner or property management company, the new owner or owner's representative shall complete the Seminar within 90 days after the transfer of the property or operation, or as soon as the Seminar is conducted, whichever is later.

D. **Landlord in Good Standing Designation.** At the time of registration, an Owner of a Residential Rental Dwelling Unit may apply to be designated as a Landlord in Good Standing by the Director as to one or more single-family dwelling, multifamily or multipurpose dwelling, apartment, condominium, cooperative housing project, boarding home, as defined by Section 90-4, group home, as defined by Section 90-262, or any room or group of rooms located within a dwelling and forming a single unit with facilities that are used or intended to be used for living, sleeping, cooking or eating and which is hired, rented or leased by a person within the meaning of California Civil Code Section 1940. An Owner applying for designation as a Landlord in Good Standing as to a specified structure shall pay a Landlord in Good Standing Application Fee in lieu of the inspection fee. In the event that the Director denies the application, the Landlord in Good Standing Application fee shall be applied toward the required inspection fee and the Owner must pay any remaining balance in order to register a Residential Rental Dwelling Unit. The Director will

designate an Owner as a Landlord in Good Standing as to a specified structure when all of the following conditions are satisfied:

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

property manager or hired a local property management company to oversee the Residential Rental Dwelling Unit or has an on-site manager living on the premises. In order to qualify for this exemption, the Owner shall provide the name, telephone number, address, and e-mail address of the local property manager, local property management company, or on-site manager to the City. The City shall be notified of any subsequent changes to the designated owner, property manager, or management company within 15 days of the effective date of the change. Failure to notify the City within the stated timeframe shall be subject to enforcement action pursuant to Section 18-474 of this chapter.

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

E. **Duration of Designation.** An Owner's designation as a Landlord in Good Standing will remain in effect ~~for a period of three years unless the designation is revoked per section 18-470 (F), or the ownership of the property changes.~~ An A new Owner of the property may renew this designation under the following circumstances:

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

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

~~designation and each such unit is in compliance with the Applicable Codes.~~

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

18-471 Inspections

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

Dwelling Unit or otherwise obtain legal access to the Residential Rental Dwelling Unit under the terms of the applicable lease.

D. Inspection Report. After completion of the inspection, the City shall send a written report of the inspection to the Owner. The report shall contain:

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

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

18-472 Fees

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

18-473 Appeals

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

1. The hearing shall be conducted by the Director or his or her duly authorized designee who shall act as the hearing officer; and who shall herein be referred to as the "Hearing Officer" who shall consider all relevant evidence. Such hearing may be continued from time to time.
2. Upon the conclusion of said hearing, the hearing officer shall, on the basis of the evidence presented at such hearing, determine whether the decision should be upheld, modified or reversed. The determination of the hearing officer shall be final and conclusive.
3. A copy of the hearing officer's decision shall be served upon the owner of the property by United States mail or by personal delivery. In addition, a copy of the order shall be posted in a conspicuous place on the property.

18-474 Enforcement.

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



Staff Report

TO: Honorable Mayor and Members of the Hemet City Council

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

DATE: October 8, 2013

RE: A Resolution of the City of Hemet Recognizing the Hemet Non-Sworn Police Employees Association (HNSPEA) as the new organization representing the Hemet Non-Sworn Police Employees Bargaining Unit

RECOMMENDED ACTION:

Staff respectfully recommends the City Council adopt Resolution Bill No. 13-047, recognizing the Hemet Non-Sworn Police Employees Association (HNSPEA) as the new organization representing the Hemet Non-Sworn Police Employees Bargaining Unit.

BACKGROUND

Until recently, the members of the Hemet Non-Sworn Police Employees bargaining unit have been represented by *Communications Workers of America (CWA)*. This unit of approximately 22 members is comprised of Public Safety Dispatchers, Community Service Officers, Public Safety Office Specialists, Crime Scene Technicians, Property/Evidence Technicians, Public Safety Operators, Police Records Technicians, and Police Cadets.

In early August the City received a petition (dated August 6, 2013) from this bargaining unit for the recognition of a new organization to represent them. The organization is the newly formed *Hemet Non-Sworn Police Employees Association (HNSPEA)*. Additionally, *City Employees Associates (CEA)*, rather than *Communications Workers of America (CWA)*, has now been authorized by HNSPEA to represent their association.

Employer-employee relations in local agencies, including Hemet, are controlled by the Meyers-Millias-Brown Act (MMBA), Government Code section 3500 et seq. Pursuant to MMBA's requirements, Hemet adopted Ordinance No. 682 which established Chapter 54, Article II, Employer-Employee Relations (EER), for the resolution of employer-employee organization relations. Hemet's Municipal Code Chapter 54, Article II establishes the process under which employees may organize and seek recognition of their organization as the bargaining agent for appropriate units of their membership. The first step in that process is set forth in Sec. 54-43, whereby employees of the City shall have the right to form, join and participate in the activities of employee organizations of their own choosing as provided in applicable government codes.

Sections 54-44 and 54-45 of the Municipal Code outline the determination of representative units and the procedures for registration of employee organizations. There is a requirement to file a petition which contains specified information regarding the organization and which includes signatures of those employees wishing to be represented by the new organization, HNSPEA. (Attachment A). This section of the Municipal Code also provides the process for a decertification

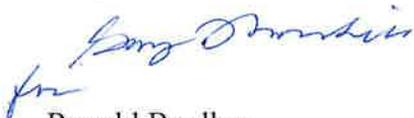
petition should a bargaining unit request a change in representation (Attachment A). In the case of a petition for decertification, the Hemet Municipal Code requires the State Mediation and Conciliation Service to conduct an election to determine whether or not the incumbent recognized employee organization (CWA) shall be decertified if a majority of those casting valid ballots vote for decertification. The City and HNSPEA agreed to a "card/petition cross check" election in lieu of an on-site election (Attachment B). Accordingly, on September 24, 2013, the State Mediation and Conciliation Service conducted a "card/petition cross check" election and determined that the petitioning employee organization (HNSPEA) met or exceeded the majority designation requirement (Attachment C).

Sections 54-46 directs the personnel officer (City Manager) to determine if the organization does in fact represent the employees and the declaration contains the information required by section 54-45. Staff has reviewed the process and related documentation and recommends recognizing the Hemet Non-Sworn Police Employees Association (HNSPEA) as the organization representing the members of the Hemet Non-Sworn Police Employees bargaining unit.

FISCAL IMPACT

There is no fiscal impact to approving this recommendation.

Respectfully submitted,



Ronald Bradley
Interim City Manager



Rita Conrad
Deputy City Manager

Approved as to form:



Eric S. Vail
City Attorney

- Attachment(s): (A) Petition from Hemet Non-Sworn Employees Bargaining Unit
(B) Card/Petition Cross-Check Election Agreement
(C) Card/Petition Cross-Check Election Results

HEMET NON-SWORN POLICE EMPLOYEES ASSOCIATION
Petition for the Recognition
of a New Organization to Represent the
HEMET NON-SWORN POLICE EMPLOYEES BARGAINING UNIT

1. The name and mailing address of the organization is:

HEMET NON-SWORN POLICE EMPLOYEES ASSOCIATION (HNSPEA)
445 E. Florida Ave, Hemet, CA 92543

2. Names and Titles of the Officers are:

President: Tony Ramirez

Vice President: Christine Lovett

3. The names of employee representatives who are authorized to speak on behalf of the organization are:

President: Tony Ramirez (HNSPEA)

and

Robin Nahin, Director, City Employees Associates

4. A copy of HNSPEA's Bylaws are enclosed. The Bylaws contain a statement that HNSPEA has as one of its primary purposes representing employees in their employment relations.

5. Verification of employee support for representation, in the form of signed petitions, will be hand-delivered.

6. HNSPEA has no restriction on membership based on race, color, creed, national origin or sex.

7. Notice sent by regular United States mail will be deemed sufficient notice to the organization for all purposes if it is sent to:

Tony Ramirez, President
Hemet Non-Sworn Police Employees Association
445 E. Florida Ave, Hemet, CA 92543

-AND-

Robin Nahln, City Employees Associates
2918 E. 7th Street
Long Beach, CA 90804
cea@cityemployees.net

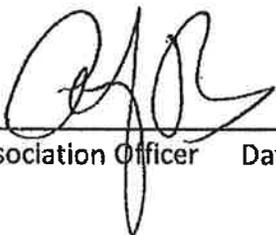
8. The job classifications in the unit are those listed in the current Memorandum of Understanding. The number of member employees therein is approximately 35.

9. HNSPEA requests that the City conduct decertification and certification petitions, pursuant to 54-45 subsection (h) recognize HNSPEA as the majority representative of the employees in the unit.

10. HNSPEA shall notify the personnel officer of any change the organization or unit makes in those items required by Section 54-45 (a)(1), (2) and (7) of the Employee Relations Ordinance, in writing, within ten days of any such change.

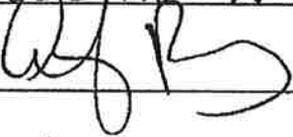
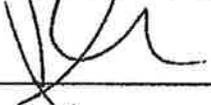
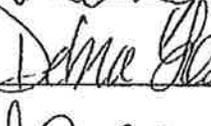
11. HNSPEA recognizes that the provisions of Labor Code § 923 are not applicable to city employees.

I declare, under penalty of perjury, this petition and accompanying documentation is true, correct and complete.

 080613

Association Officer Date

**WE, THE UNDERSIGNED HEMET NON SWORN POLICE EMPLOYEES
NO LONGER WISH TO BE REPRESENTED BY THE COMMUNICATION
WORKERS OF AMERICA**

<u>PRINT</u>	<u>SIGN</u>	<u>DATE</u>	
Douglas Campbell		7-12-13	✓
	ANTHONY ROMERO	071213	✓
Adrian Ultsch	Adrian Ultsch	7-12-13	✓
Michele Padilla	michele Padilla	7-12-13	✓
Angela Meigs		07-12-13	✓
Athena Madley	Athena Madley	7-12-13	
CATHERINE TIPTON	Catherine Tipton	7-12-13	✓
VALES DAVIS		07-12-13	✓
CHRISTIAN COLEY		07-12-13	✓
DEBRA LOSEY	Debra Losey	7-12-13	✓
Indra Jagdeo	Indra	7-12-13	✓
Cindy Clausen	Clausen	7-14-13	✓
Shawna Newman	Shawna Newman	07/14/13	✓
NANCY TYAEKE	N. Tyack	7-14-13	
Jennifer Lusk	Jen. Lusk	7-14-13	✓
Jill Jernegan	Jill Jernegan	7-14-13	
Colleen Sullivan-Diez	Colleen Sullivan-Diez	7-15-13	
Brianna Schneider	Brianna	07/15/13	
RAQUEL TAMAREZ	Ry. S. Tamarez	7/15/13	
Kristine Cole	Kristine Cole	7/16/13	

WE, THE UNDERSIGNED NON-SWORN EMPLOYEES OF THE HEMET
POLICE DEPARTMENT WISH TO BE REPRESENTED BY THE HEMET
NON-SWORN POLICE EMPLOYEES ASSOCIATION

PRINT	SIGN	DATE
ROBERTAS CAMPBELL	[Signature]	7-12-13
Art Rinz	ANTHONY KORNINEZ	7/12/13
Adrian Utsch	Adrian Utsch	7-12-13
Michele Padilla	Michele Padilla	7-12-13
Angela Weigle	[Signature]	07-12-13
Athena Sladky	Athaw Sladky	7-12-13
Catherine Tipton	Catherine Tipton	7-12-13
JAMES DAVIS	[Signature]	07-12-13
CHRISTIAN COLEY	[Signature]	07-12-13
DEBRA LOSEY	Debra Losey	7-12-13
Indra Jagdeo	[Signature]	7-12-13
Jennifer ^{List} ROBERT	Jen Hahn	7-14-13
NANCY TYACKE	[Signature]	7-14-13
Jill Jernegan	Jill Jernegan	7-14-13
Colleen Sullivan-Diaz	Colleen Sullivan-Diaz	7-14-13
CINDY CLAUSEN	Clausen	7-15-13
Brianna Schneider	[Signature]	07/15/13
RAQUEL TAMAREZ	Raquel Tamarez	7/15/13
Kristine Cole	Kristine Cole	7/16/13
Shawna Newman	Shawna Newman	07/16/13

STATE OF CALIFORNIA

EDMUND G. BROWN JR., Governor

PUBLIC EMPLOYMENT RELATIONS BOARD
 State Mediation and Conciliation Service
 1330 Broadway, Suite 1532
 Oakland, CA 94612
 Tel: (510) 873-6465 Fax: (510) 873-6475



CARD/PETITION CROSS-CHECK ELECTION AGREEMENT

The City of Hemet, hereinafter called the "Employer" and the Hemet Non-Sworn Police Employees Association, hereinafter called the "Employee Organization" hereby agree as follows:

1. No Other Organization: The Employer and the Employee each expressly represents that there is no other labor organization which claims to represent the employees within the unit indicated herein. The endorsement of this Agreement by the State Mediation and Conciliation Service (Service) is contingent upon the correctness of these representations, and is not a determination by the Service that there are no other such claimants.

2. Cross-Check: A cross-check of appropriate Employee Organization and Employer records shall be made by a State Mediator from the California State Mediation and Conciliation Service jointly requested by the Employer and the Employee Organization to make such cross-check among all employees in the Unit who appear on the Employer's payroll for the period indicated below, to determine whether or not they desire to be represented by the Union for purposes of collective bargaining.

3. In the event the Union establishes a majority in the Cross-Check, the employer agrees to recognize the Employee Organization as the exclusive representative for the unit defined below.

In the event the Union loses the election it agrees to refrain from raising the question of representation for a period of twelve (12) months from the date of issuance of the Report on Cross-Check Election.

The undersigned Employer and Employee Organization representatives further agree that the determination of the Election Supervisor shall be final and binding upon any question (including questions as to eligibility) raised by either party hereto relating in any manner to the cross-check and not specifically covered in this Agreement.

4. TIME AND PLACE OF CROSS-CHECK

DATE: Tuesday, September 24, 2013

TIME: 5:00 p.m.

LOCATION: Chula Vista, California

5. The Unit: Hemet Non-sworn Police Employees Bargaining Unit

6. Payroll Period of Eligibility: Payroll Period Ending September 15, 2013

7. Records: The Employee Organization and the Employer will provide the following records to the State Mediator no later than September 24, 2013:

Records to be furnished by Employee Organization: Copy of Petition for Representation

Records to be furnished by Employer: Copy of Eligibility List of Hemet Non-sworn Police Employees Bargaining Unit Employees for the Payroll Period Ending September 15, 2013.

8. Report on Cross-Check Election: Election Supervisor shall conduct the cross-check and will issue a Report on Cross-Check Election, finding and determining whether the Union has been designated and selected as the exclusive bargaining representative of all employees in the Unit.

9. **Binding Results:** It is agreed that the results of this Cross-Check Election shall be accepted as binding on both parties.

For the City of Hemet

Laura Ireland
Signature

Laura Ireland
Print Name

Date: 9/19/2013

*For the Hemet Non-Sworn Police
Employees Association*

[Handwritten Signature]
Signature

Robin Nahiri
Print Name

Date: 9/14/13

SMCS Case No. 13-3-177

STATE OF CALIFORNIA

EDMUND G. BROWN JR., Governor

PUBLIC EMPLOYMENT RELATIONS BOARD
State Mediation and Conciliation Service
1330 Broadway, Suite 1532
Oakland, CA 94612
Tel: (510) 873-6465 Fax: (510) 873-6475



September 24, 2013

City of Hemet

AND

Hemet Non-Sworn Police Employees Association

RE: Card/Petition Cross-Check Results

UNIT: Professional Employees

Dear Parties:

In accordance with the joint request of the City of Hemet, hereinafter referred to as the Employer; and the Hemet Non-Sworn Police Employees Association, hereinafter referred to as the Employee Organization, the undersigned conducted a card/petition check-check election.

The Employer and the Employee Organization each expressly represent that there is no other labor organization which claims to represent the employees within the Unit indicated above. This is not a determination by the Service that there is no other such claimant.

The employer and the employee organization have agreed upon the Unit and the employees that constitute that Unit. The agreed number of employees in the Unit is **22**. The majority designation would be **12** of the signed authorization to bargain cards/petitions against the employer submitted employee records. After the comparison, the undersigned found that the petitioning employee organization **met or exceeded** the majority designation.

Sincerely,

A handwritten signature in black ink, appearing to be "M. G. Brown Jr.", written over a horizontal line.

State Mediation/Conciliation Service

SMCS Case No. 13-3-177



CITY OF HEMET
Hemet, California
RESOLUTION BILL NO. 13-047

A RESOLUTION OF THE CITY OF HEMET RECOGNIZING THE
HEMET NON-SWORN POLICE EMPLOYEES ASSOCIATION
(HNSPEA) AS THE NEW ORGANIZATION REPRESENTING
THE HEMET NON-SWORN POLICE EMPLOYEES
BARGAINING UNIT

WHEREAS, the Hemet Non-Sworn Police Employees Bargaining Unit has been represented by Communications Workers of America; and

WHEREAS, the Hemet Non-Sworn Police Employees Bargaining Unit submitted a petition for decertification that Communications Workers of America is no longer the recognized employee organization for their bargaining unit; and

WHEREAS, the Non-Sworn Police Employees Bargaining Unit submitted a petition for the recognition of a new organization to represent their bargaining unit; and,

WHEREAS, it has been determined that the petition complies with the requirements of Chapter 54 Article II of the Hemet Municipal Code, establishing procedures for the administration of employer-employee relations in the City of Hemet; and,

WHEREAS, the State Mediation and Conciliation Service conducted a card/petition cross-check election and determined that the petitioning employee organization, HNSPEA, met or exceeded the majority designation; and,

WHEREAS, the Hemet Municipal Code requires that the City grant exclusive recognition to an employee organization based on a signed petition showing that a majority of employees in an appropriate bargaining unit desire the representation, provided the units are appropriate; and,

WHEREAS, HNSPEA has submitted a petition bearing the signatures of a majority of the incumbent employees in the Hemet Non-Sworn Police Employees Bargaining Unit requesting that HNSPEA be recognized as the exclusive bargaining agent for their bargaining unit;

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NOW, THEREFORE, the City of Hemet verifies that HNSPEA has been selected to be the exclusive bargaining agent for the Hemet Non-Sworn Police Employees bargaining unit.

PASSED, APPROVED, AND ADOPTED this 8th day of October, 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 8th day of October 2013 by the following vote:

AYES:
NOES:
ABSTAIN:
ABSENT:

Sarah McComas, City Clerk



Staff Report

TO: Honorable Mayor and Members of the Hemet City Council

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

DATE: October 8, 2013

RE: Approval of award of contract with Novacoast Inc. for 3rd and Final Phase of Novell to Microsoft Migration- IT Infrastructure Upgrade

RECOMMENDED ACTION:

That the City Council approve award of contract to Novacoast Inc. in the amount of \$167,375 plus travel reimbursement in an amount not to exceed \$10,000 for Novell to Microsoft Migration services and authorize the Interim City Manager to execute the Services Agreement with Novacoast Inc.

BENEFIT OF RECOMMENDATION:

- Allow the City to complete the final phase of the Novell to Microsoft infrastructure project with a “turn-key” contract solution. Using contract services for large one-time projects requiring specialized services is the preferred option to hiring additional staff or continuing to move forward with limited staff at an unsustainable pace.
- Free up valuable IT staff time to complete the long list of technology projects “waiting in the wings” (see attached list).
- Allow the City to take advantage of technologies available to increase efficiencies and service.
- Reduce hardware and software compatibility issues previously seen with Novell.
- Provide City-wide infrastructure that will be able to grow and meet the needs of the City over the next 5 years.
- Take advantage of an increasing pool of skilled employees with Microsoft experience.
- Improve the overall security of the City’s network.

FISCAL IMPACT:

No impact to the General Fund, funds that were included in the FY 2012-2013 Information Technology Budget (Fund 680) but were not expended (savings), will be carried over into FY 2013-2014 to conclude this project. Cost of this contract for completion of Phase 3 of the Novell to Microsoft infrastructure project (the final phase) is \$167,375 plus a not to exceed amount of \$10,000 for travel reimbursement (travel to be approved in advance by the City).

BACKGROUND/SUMMARY:

Three years ago the City embarked on a plan to update its information technology infrastructure. The City had lingered for years on outdated, aging and unsupported software and hardware. Partial funds were budgeted over each of the past three years until a sufficient amount of funding was available to address the situation. Bringing the City current with technology required a complete upgrade of server, network and storage infrastructure, as well as migration from Novell to Microsoft operating systems and software. The project has been divided into three phases. Phase 1 and Phase 2 are complete and today's recommendation is for the best option to complete Phase 3.

Although this project in its entirety (all 3 phases) is commonly referred to as the "Novell to Microsoft conversion", it is important to understand the magnitude of this project as more than simply switching from one software provider to another. This project represents a significant capital investment by the City toward modernization and has taken an aging server/storage system that was assembled in bits and pieces over 20 years and replaced it with a new server/storage/network system in about 18 months.

➤ **Phase 1** (*completed*)

Purchase and installation of a blade/storage area network (SAN) system; enter into an enterprise agreement with Microsoft for server, business systems (Office), and operating systems (Windows) licensing.

On November 13, 2012 the Mayor and City Council approved the first phase of this comprehensive overhaul of the City's IT infrastructure with the approval to purchase a new blade server system and storage area network (SAN). This followed staff's recommendation to consolidate our server infrastructure by replacing our aging physical server fleet with a blade server and storage area network (SAN) system leveraging server virtualization. This system will refresh our server infrastructure to meet current needs and future technology initiatives. As a consolidated system, it will provide space savings, energy efficiency and ease of administration. Virtualization will allow us to utilize the physical blade server hardware to its fullest capacity while providing a foundation for redundancy and disaster recovery.

Purchase of the physical blade server and storage area network (SAN) system is separate and different from the migration from Novell to Microsoft but needed to be done before that migration could occur. This was a major infrastructure project, with an approximate cost of \$275,000. The original timetable to complete this project was April of 2013. However, the IT Department refused (correctly) to sign off on the work as completed due finding a number of discrepancies that needed to be addressed by the contractor. In June 2013 the project was finally signed off as complete.

Also on November 13, 2012 the Mayor and City Council approved the purchase of a three year Enterprise Agreement with Microsoft for software licensing at a cost of approximately \$282,000.00. Entering into the Microsoft Licensing agreement ensured that all computers used throughout all City Departments are standardized on the same version of Microsoft Products (Windows 7 Professional, Office 2010 Professional Plus, Windows Server 2008 R2, etc.) It also provides all City Employees with a low-cost licensed version of Microsoft Office under Microsoft's Home Use Program (HUP.) This software licensing agreement also provides the required Microsoft Licensing needed

to move forward with migration of City Servers (E-Mail, File & Printer Sharing) from Novell to Microsoft. This purchase also provides Microsoft Server licensing which is essential for the successful completion of our Blade Server and Storage Area Network (SAN) system virtualization project.

➤ **Phase 2** *(completed)*

Procurement of an Anti-Virus / Anti-Malware solution as well as purchase and installation of a file backup and replication solution.

Following completion of Phase 1, the IT Department proceeded with research and procurement of an Anti-Virus / Anti-Malware solution as well as purchase and installation of a file backup and replication solution. Both solutions are needed to focus on protecting our new virtualized (VMware) infrastructure.

After reviewing several antivirus choices, we chose Trend Micro Deep Security for our virtualized server anti-virus / anti-malware protection. Trend Micro Deep Security specifically covers virtual servers. It leverages the VMware software environment running on our physical blade servers to efficiently provide Virus and Malware protection. Rather than loading virus protection at the virtualized (software) level for each virtual server, Deep Security runs as a single instance at the hardware blade server level. This provides a greater level of protection and efficiency.

Also purchased was a file backup and replication solution (Veeam Backup & Replication) along with a secondary Storage Area Network (SAN) providing an additional 48 Terabyte of usable backup storage. Our current physical backup solution is very limited in its backup capabilities. It does not have the ability to granularly restore e-mails, contacts or corrupted user mailboxes and it can only function as a disaster recovery solution. If we needed to revert to a backup, all e-mail Citywide would be lost in order to roll back a single user. With the new system we now have the ability to restore single items in a user mailbox, without having to accept data loss on a citywide level. Additionally, Veeam provides disaster recovery and replication. Finally, the Veeam solution also provides us a safe test environment where we can patch a recently backed up copy of an application, without downtime or impact to our production environment. Once tested, we can then roll out vendor patches confidently, without sacrificing productivity or data integrity.

Both our anti-virus and file backup solutions purchased provide best-of-breed technology, taking full advantage of new hardware capacity, VMware virtualization and replication/recovery capabilities (combined cost of \$75,000). Both solutions have been procured and are fully installed and functional. Our new server/storage system is ready for production use.

➤ **Phase 3**

Our next and final phase will be the migration of existing Windows-based applications used throughout the City to the new virtual infrastructure. This includes the migration away from Novell (legacy) based network infrastructure to Microsoft infrastructure.

Staff's recommendation is to enter into an agreement with Novacoast Inc. to provide a "turn-key" solution to completing all the elements of Phase 3 which include migrating all

existing Novell network infrastructure to Microsoft equivalent products. This migration will include the migration of file servers, print servers, e-mail servers, messaging servers and management tools used to automate future software installation and computer imaging. Performing this migration will ensure the highest level of compatibility with current and future technology initiatives. It will also remove non-standard software that has hindered our ability to achieve the highest level of automation and productivity from our current software applications.

Originally IT staff had planned to perform in-house many of the tasks required to complete this phase of the project. But, with an understaffed department facing an exponentially increasing use of new technology across all departments (primarily public safety), it is staff's recommendation that these one-time services be handled by a vendor with expertise in this specialized area.

Attached for your information is a list of pending projects "waiting in the wings" until this conversion project can be completed.

PHASE 3 DETAILED PROJECT DESCRIPTION:

Design & Planning:

The first portion of the migration will include meeting with all departments to review our current environment and developing a project plan, task list and project schedule. As we will be performing the migration on an environment that is used by staff 24 hours a day, 7 days a week, planning and scheduling work is critical to ensure the work is completed with the least amount of downtime. The goal is to limit the impact on staff, departments and the public.

Implementation:

The next step will be the implementation of the new Microsoft environment. This will consist of installing all required software on our Blade Server and Storage Area Network (SAN) environment. The new technologies that will be brought online during this phase are as follows:

- **Microsoft SCCM** – Microsoft Systems Center Configuration Manager. Microsoft System Center Configuration Manager 2012 (SCCM 2012) is a Windows product that enables IT to manage the deployment and security of devices and applications across our network. SCCM discovers servers, desktops, tablets, and mobile devices connected to a network through Active Directory and installs client software on each node. It then manages application deployments and updates on a device or group basis, allowing for automated patching via Windows Server Update Services and policy enforcement. SCCM will be used to remove older Microsoft applications and automate the deployment of Microsoft Office Professional (Outlook, Word, Excel, PowerPoint, OneNote, Publisher, and Access) and Microsoft Lync during the migration phase. Microsoft SCCM will replace our current Novell Zenworks software.

- **Microsoft Exchange** – Microsoft Exchange is the server side of Microsoft Outlook, and provides a centralized repository for the storage of e-mail, calendars and contacts. Microsoft Exchange also provides integrated Web (Internet) access and mobile device synchronization to these resources. Microsoft Exchange will replace our current Novell GroupWise and Notifylink servers.

- **Microsoft File & Storage Services** – Microsoft file and storage services allows for centralized management and control of file sharing across the network. This service provides the accessibility & security for all files stored on the City's network. Microsoft File & Storage Services will replace our current NetWare File System (NFS) services.
- **Microsoft Print & Document Services** – Microsoft print server services allows centralized management and control of printing across the network. It also supplies the ability for users to install printers as they need them, without having to request installation from the IT Help Desk. Microsoft Print & Document services will replace our current Novell Distributed Print Services (NDPS).
- **Microsoft Lync:** Microsoft Lync is an enterprise-ready unified communications platform for real-time communications. It provides instant messaging, voice & video communication capabilities. In addition to instant messaging between users, Lync can be used to hold meetings, share desktops, applications and PowerPoint presentations. Lync users can request permission to "take control" of a shared program to edit a document, for example, or contribute to a demonstration. Lync client software is available for Windows, Mac, iPhone, iPad and android operating systems, allowing users to stay connected to their departments regardless of their location. Microsoft Lync will replace our current Novell GroupWise Messenger service.
- **Barracuda Spam and Virus Firewall / Barracuda Message Archiver** – These two appliances will provide spam filtering and message archival of the new Microsoft Exchange environment. In addition, this system also provides message retention capabilities we did not have with the previous GroupWise / Gwava system. They will ensure we are in compliance at all times with our mail retention policy. The Barracuda appliances are not included in the proposed contract and will be purchased separately. These devices will be installed and configured by the Vendor during the implementation phase of the project. Funding for this purchase was included in the FY 2013-2014 IT Department Budget (680-1930-5400.) The Barracuda Spam and Virus Firewall / Barracuda Message Archiver will replace our current Gwava spam filter software.

Migration:

Once the new environment is installed and tested, we will move forward with the migration of all City Staff over to the new environment. This will include the deployment of desktop software on Staff computers, as well as the removal of legacy applications. It will also remove all existing traces of the Novell environment from desktop and laptop computers.

The proposed project has the Vendor completing the reconfiguration of 95 printers, file shares and group policies. The vendor will provide support and assistance to City of Hemet IT Staff with any additional installations. This provides an opportunity for IT Staff to gain critical 'hands-on' experience performing these tasks

IT Staff have been busy preparing for this phase by attending Microsoft-certified training classes. IT Staff have attended Microsoft Server, Active Directory and Exchange Server classes. This knowledge, along with the 'hands on' experience gained during the implementation, migration and knowledge transfer phases will ensure IT Department Staff is ready to immediately start working with and providing solutions in the new Infrastructure.

Knowledge Transfer:

In this final phase, the Vendor and City of Hemet IT Staff will work closely to review and document all changes made during the migration. This phase will close any remaining gaps in knowledge following the implementation phase. Additional documentation will be compiled on how to perform administrative tasks in the new Microsoft infrastructure. Documentation is critical to all technology projects. It provides a knowledge base for anyone trying to troubleshoot problems. It also saves valuable time and money during the planning and implementation stages of future technology projects.

PROCUREMENT PROCESS:

IT and Purchasing staff drafted and solicited Request for Proposals (RFP) for Novell to Windows Migration services (Phase 3) in August 2013.

The notice of RFP solicitation was sent to five firms having prior experience and knowledge of our operations. On August 12, 2013, the Purchasing Office received one response to the Request for Proposal from Novacoast Inc.

Staff (the City's Procurement Administrator and IT Supervisor) thoroughly reviewed the proposal from Novacoast, with an initial price tag of \$196,000 plus estimated travel reimbursement costs of \$16,000. Staff then negotiated with Novacoast representatives to provide a solution that would provide a successful migration at a significantly reduced cost. Novacoast responded with a revised proposal that reduced project management time, combined the timing of some tasks, and reduced travel costs. Additionally, to reduce overall costs, the time frame for completing the project was extended from 13 weeks to 16 weeks (allowing delays for holidays, etc); target completion date is on or before February 7, 2014. The proposal before you today is for \$167,375 plus estimated travel costs in an amount not to exceed \$10,000. This final proposal (including estimates for travel reimbursement) is \$34,625 less than the first response received.

Novacoast has provided reliable and quality services on other highly complex, time sensitive projects with the City and is extremely familiar with the City's systems and infrastructure.

CONSISTENCY WITH ADOPTED GOALS, PLANS, AND PROGRAMS:

The City Council has steadily indicated that technology is a key factor in managing operations efficiently in the face of budget reductions and reduced manpower throughout City departments. Additionally, two of the IT Department's 2012-2013 budgetary key goals were to migrate to a Microsoft infrastructure and begin server consolidation.

COORDINATION

The Deputy City Manager has discussed this issue with all department heads and they are in agreement that it is critical to complete this infrastructure upgrade project so that they can move forward on other technology projects (see attached list). Additionally, the IT Supervisor has looked to his peers for recommendations through the Municipal Information Systems Association of California (MISAC). The consensus from those discussions is that contracting for a vendor that specializes in these one-time type large projects is the most efficient way to proceed and reduce down time from regular City operations.

USER TRAINING

Staff is continuing to work with our training vendor to provide some introductory on-site 'tips & tricks' general training. IT will work with departments to set up training for users that require a higher level of training than this general overview provides. Microsoft also offers a self-paced training website and our Enterprise Agreement with Microsoft includes a home use program (HUP) that allows City staff to purchase the latest version of Microsoft Office for use on their home computers for a nominal cost of \$9.95.

Respectfully submitted,

for Gary Stovish

Ronald Bradley
Interim City Manager

Rita Conrad

Rita Conrad
Deputy City Manager

Approved as to form:

ESV

Eric S. Vail
City Attorney

Attachment(s): Services Agreement between the City of Hemet and Novacoast Inc.
List of pending technology projects

October 8th, 2013 IT Projects Update

Department	Projects Running/(or Ran) concurrently with Citywide Technology Upgrade:	Completed ?
Administration	1 desktop computer upgrade	Y
All Departments	Verizon Wireless Conversion Project	N
All Departments	City Website Replacement (Civic Plus)	Y
All Departments	FCC Radio Narrowbanding Project	Y
All Departments	RealQuest Property Data SaaS Project	Y
All Departments	Voicemail Upgrade	Y
All Departments	On-Hold music replacement (SiriusXM)	Y
Building	2 desktop computer upgrades	Y
City Clerk	1 desktop computer upgrade	Y
City Hall	City Hall Network Separation Project	N
Comm.Dev.	Bluebeam Electronic Plan Review Project	Y
Comm.Investment	1 desktop computer upgrade	Y
Council Chambers	Council Chambers Audio System Upgrade Project	Y
Council Chambers	Audio Recording System Upgrade	Y
Council Chambers	PEG Video / Franchise Agreement Transition	N
Council Chambers	1 desktop computer upgrade	Y
Engineering	2 desktop computer upgrades	Y
Finance	3 desktop computer upgrades	Y
Fire	FCC Frequency Sharing Agreement-Riv.Co.Fire	Y
Fire	AMR Frequency Sharing / FCC Licensing Project	Y
Fire	10 laptop computer upgrades	Y
Human Resources	3 desktop computer upgrades	N
IT	IT Staff Training for new Network/Storage/Servers	Y
IT	Replace Antivirus software solution on 300 PCs	Y
Library	Library SaaS (software-as-a-service) Project	Y
Library	Library Network Separation Project	N
Library	5 desktop computer upgrades	Y
Literacy	Literacy SaaS (software-as-a-service) Project	Y
Planning	1 desktop computer upgrade	Y
Police	Dispatch conversion to West Covina Group	Y
Police	FCC Frequency Sharing Agreement-CHP	Y
Police	FCC Frequency Sharing Agreement-Riv.Co.Sheriff	Y
Police	Compstat Room Project	Y
Police	Verint Audio Recording System Upgrade	Y
Police	Automated License Plate Reader Project	Y
Police	Network Separation/DOJ Requirements Project	Y
Police	Sisk Rebuild Dispatch	N
Police	13 desktop computer upgrades	Y
Police	11 laptop computer upgrades	Y
Police	RSA Two-Factor Authentication	Y
Police	Police Firewall Installation	Y
Police	Netmotion VPN Server Installation	Y

Police	Reload 60 laptop computers for West Covina	Y
Police	Dedicated Internet Connection Installation	Y
Police	Reprogram 169 hand held radios	Y
Police	Install PD network fiber - Gang Task Force	Y
Police	Install additional battery backup units in dispatch	Y
Police	Replacement of 911 telco gear battery backup	Y
Police	New battery backup units for dispatch consoles	Y
Police & Fire	Public Safety Interoperability Project	Y
Public Works	Water SCADA Project	N
Public Works	Cartegraph Database Upgrade Project	N
Public Works	Fuel System Project	N
Public Works	12 desktop computer upgrades	N
Public Works	Public Works office/dispatch radio replacement	N

Department	Projects Pending Completion of Citywide Technology Upgrade
All Departments	ESRI ArcGIS GIS Mapping Server Installation
Comm.Dev.	Laserfiche Upgrade & Virtualization
Comm.Dev.	CRW Upgrade & Virtualization
Finance	EDEN Upgrade & Virtualization
Fire	Upgrade EOC computers
Fire	FireRMS upgrade & Virtualization
Fire	Upgrade Telestaff Server
Police	DataWarehouse
Police	Verizon Aircard Migration
Police	Telestaff
Police	WCSG Field reporting
Police	ALPR stationary units
Police	Command Central Crime Analysis Tool
Police	Personal Video Recorder Project
Police	DIMMS electronic evidence data storage upgrade
Police	12 desktop computer upgrades
Public Works	YourGOV implementation
Public Works	Cartegraph Server Upgrade & Virtualization
Public Works	Fiberoptic cabling install at yard
Public Works	Wi-Fi access in Yard Shop & Conference Room
Public Works	10 laptop computer upgrades
Public Works	4 desktop computer upgrades

SERVICES AGREEMENT

By and Between

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

and

NOVACOAST INC

**AGREEMENT FOR SERVICES
BETWEEN
THE CITY OF HEMET, CALIFORNIA
AND
NOVACOAST INC.**

This Agreement for Services ("Agreement") is entered into as of this 8th day of October, 2013 by and between the City of Hemet, a municipal corporation ("City") and Novacoast Inc., a corporation in the State of California ("Consultant"). City and Consultant are sometimes hereinafter individually referred to as "Party" and hereinafter collectively referred to as the "Parties."

RECITALS

A. City has sought, by Request for Proposal and by further negotiation the performance of the services defined and described particularly in Section 2 of this Agreement.

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

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

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

OPERATIVE PROVISIONS

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

SECTION 1. TERM OF AGREEMENT.

Subject to the provisions of Section 20 "Termination of Agreement" of this Agreement, the Term of this Agreement is for twenty (20) weeks commencing on the date first ascribed above.

SECTION 2. SCOPE OF SERVICES & SCHEDULE OF PERFORMANCE.

(a) Scope of Services. Consultant agrees to perform the services set forth in Exhibit "A" "Scope of Services" (hereinafter, the "Services") and made a part of this Agreement by this reference.

(b) Schedule of Performance. The Services shall be completed pursuant to the schedule specified in Exhibit "A." Should the Services not be completed pursuant to that schedule, the Consultant shall be deemed to be in Default of this Agreement. The City, in its sole discretion, may choose not to enforce the Default provisions of this Agreement and may instead allow Consultant to continue performing the Services.

SECTION 3. ADDITIONAL SERVICES.

Consultant shall not be compensated for any work rendered in connection with its performance of this Agreement that are in addition to or outside of the Services unless such additional services are authorized in advance and in writing in accordance with Section 26 "Administration and Implementation" or Section 28 "Amendment" of this Agreement. If and when such additional work is authorized, such additional work shall be deemed to be part of the Services.

SECTION 4. COMPENSATION AND METHOD OF PAYMENT.

(a) Subject to any limitations set forth in this Agreement, City agrees to pay Consultant the amounts specified in Exhibit "B" "Compensation" and made a part of this Agreement by this reference. The total compensation, including reimbursement for actual expenses, shall not exceed one hundred seventy seven thousand three hundred seventy five dollars (\$177,375.00), unless additional compensation is approved in writing in accordance with Section 26 "Administration and Implementation" or Section 28 "Amendment" of this Agreement.

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

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

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

SECTION 5. INSPECTION AND FINAL ACCEPTANCE.

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

SECTION 6. OWNERSHIP OF DOCUMENTS.

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

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

SECTION 7. CONSULTANT'S BOOKS AND RECORDS.

(a) Consultant shall maintain any and all documents and records demonstrating or relating to Consultant's performance of the Services. Consultant shall maintain any and all ledgers, books of account, invoices, vouchers, canceled checks, or other documents or records evidencing or relating to work, services, expenditures and disbursements charged to City pursuant to this Agreement. Any and all such documents or records shall be maintained in accordance with generally accepted accounting principles and shall be sufficiently complete and detailed so as to permit an accurate evaluation of the services provided by Consultant pursuant to this Agreement. Any and all such documents or records shall be maintained for three (3) years from the date of execution of this Agreement and to the extent required by laws relating to audits of public agencies and their expenditures.

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

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

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

SECTION 8. INDEPENDENT CONTRACTOR.

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

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

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

SECTION 9. STANDARD OF PERFORMANCE.

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

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

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

SECTION 11. PREVAILING WAGE LAWS

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

SECTION 12. NONDISCRIMINATION.

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

SECTION 13. Intentionally Omitted.

SECTION 14. CONFLICTS OF INTEREST.

(a) Consultant covenants that neither it, nor any officer or principal of its firm, has or shall acquire any interest, directly or indirectly, which would conflict in any manner with the interests of City or which would in any way hinder Consultant's performance of the Services. Consultant further covenants that in the performance of this Agreement, no person having any such interest shall be employed by it as an officer, employee, agent or subcontractor without the express written consent of the City Manager. Consultant agrees to at all times avoid conflicts of interest or the appearance of any conflicts of interest with the interests of City in the performance of this Agreement.

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

(c) City understands and acknowledges that Consultant will perform non-related services for other governmental agencies and private Parties following the completion of the

Services under this Agreement. Any such future service shall not be considered a conflict of interest for purposes of this section.

SECTION 15. CONFIDENTIAL INFORMATION; RELEASE OF INFORMATION.

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

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

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

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

SECTION 16. INDEMNIFICATION.

(a) Indemnification for Professional Liability. Where the law establishes a professional standard of care for Consultant's services, to the fullest extent permitted by law, Consultant shall indemnify, protect, defend and hold harmless City and any and all of its officials, employees and agents ("Indemnified Parties") from and against any and all liability (including liability for claims, suits, actions, arbitration proceedings, administrative proceedings, regulatory proceedings, losses, expenses or costs of any kind, whether actual, alleged or threatened, including attorneys fees and costs, court costs, interest, defense costs, and expert witness fees) arise out of, are a consequence of, or are in any way attributable to, in whole or in part, any negligent or wrongful act, error or omission of Consultant, or by any individual or entity for which Consultant is legally liable, including but not limited to officers, agents, employees or sub-contractors of Consultant, in the performance of professional services under this Agreement.

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

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

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

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

SECTION 17. INSURANCE.

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

SECTION 18. ASSIGNMENT.

The expertise and experience of Consultant are material considerations for this Agreement. City has an interest in the qualifications and capability of the persons and entities who will fulfill the duties and obligations imposed upon Consultant under this Agreement. In recognition of that interest, Consultant shall not assign or transfer this Agreement or any portion of this Agreement or the performance of any of Consultant's duties or obligations under this Agreement without the prior written consent of the City. Any attempted assignment shall be ineffective, null and void, and shall constitute a material breach of this Agreement entitling City to any and all remedies at law or in equity, including termination of this Agreement pursuant to Section 20 "Termination of Agreement." City acknowledges, however, that Consultant, in the performance of its duties pursuant to this Agreement, may utilize sub-contractors.

SECTION 19. CONTINUITY OF PERSONNEL.

Consultant shall make every reasonable effort to maintain the stability and continuity of Consultant's staff and sub-contractors, if any, assigned to perform the Services. Consultant shall notify City of any changes in Consultant's staff and sub-contractors, if any, assigned to perform the Services prior to and during any such performance.

SECTION 20. TERMINATION OF AGREEMENT.

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

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

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

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

SECTION 21. DEFAULT.

In the event that Consultant is in default under the terms of this Agreement, the City shall not have any obligation or duty to continue compensating Consultant for any work performed after the date of default. Instead, the City may give notice to Consultant of the default and the reasons for the default. The notice shall include the timeframe in which Consultant may cure the default. This timeframe is presumptively thirty (30) days, but may be extended, though not reduced, if circumstances warrant. During the period of time that Consultant is in default, the

City shall hold all invoices and shall, when the default is cured, proceed with payment on the invoices. In the alternative, the City may, in its sole discretion, elect to pay some or all of the outstanding invoices during the period of default. If Consultant does not cure the default, the City may take necessary steps to terminate this Agreement under Section 20 "Termination of Agreement." Any failure on the part of the City to give notice of the Consultant's default shall not be deemed to result in a waiver of the City's legal rights or any rights arising out of any provision of this Agreement.

SECTION 22. EXCUSABLE DELAYS.

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

SECTION 23. COOPERATION BY CITY.

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

SECTION 24. NOTICES.

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

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

To Consultant: Novacoast Inc.
Janice Newlon, Chief Operations Officer
1505 Chapala Ave.
Santa Barbara, CA 93101

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

SECTION 25. AUTHORITY TO EXECUTE.

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

SECTION 26. ADMINISTRATION AND IMPLEMENTATION.

This Agreement shall be administered and executed by the City Manager or his or her designated representative. The City Manager shall have the authority to issue interpretations and to make amendments to this Agreement, including amendments that commit additional funds, consistent with Section 28 "Amendment" and the City Manager's contracting authority under the Hemet Municipal Code.

SECTION 27. BINDING EFFECT.

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

SECTION 28. AMENDMENT.

No amendment to or modification of this Agreement shall be valid unless made in writing and approved by the Consultant and by the City. The City Manager shall have the authority to approve any amendment to this Agreement if the total compensation under this Agreement, as amended, would not exceed the City Manager's contracting authority under the Hemet Municipal Code. All other amendments shall be approved by the City Council. The Parties agree that the requirement for written modifications cannot be waived and that any attempted waiver shall be void.

SECTION 29. WAIVER.

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

SECTION 30. LAW TO GOVERN; VENUE.

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

SECTION 31. ATTORNEYS FEES, COSTS AND EXPENSES.

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

SECTION 32. ENTIRE AGREEMENT.

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

SECTION 33. SEVERABILITY.

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

SECTION 34. CONFLICTING TERMS.

Except as otherwise stated herein, if the terms of this Agreement conflict with the terms of any Exhibit hereto, or with the terms of any document incorporated by reference into this Agreement, the terms of this Agreement shall control.

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

CITY OF HEMET

By: _____
Ronald E. Bradley, Interim City Manager

ATTEST _____
Sarah McComas, City Clerk

APPROVED AS TO FORM

Eric S. Vail, City Attorney

NOVACOAST INC.

By: M. Martin
MARGARET MARTIN
Its: COUNSEL

NOVACOAST INC.

By: [Signature]
Its: C.O.O.

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

CALIFORNIA ALL-PURPOSE ACKNOWLEDGMENT

STATE OF CALIFORNIA

COUNTY OF _____

On October 2, 2010 before me, Irene Mata, personally appeared Magaret Lloyd Costa proved to me on the basis of satisfactory evidence to be the person(s) whose names(s) is/are subscribed to the within instrument and acknowledged to me that he/she/they executed the same in his/her/their authorized capacity(ies), and that by his/her/their signature(s) on the instrument the person(s), or the entity upon behalf of which the person(s) acted, executed the instrument.

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

WITNESS my hand and official seal,



Signature: Irene Mata

OPTIONAL

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

CAPACITY CLAIMED BY SIGNER

DESCRIPTION OF ATTACHED DOCUMENT

- INDIVIDUAL
 - CORPORATE OFFICER
- _____
- TITLE(S)

TITLE OR TYPE OF DOCUMENT

- PARTNER(S) LIMITED
- GENERAL

NUMBER OF PAGES

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

DATE OF DOCUMENT

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

SIGNER(S) OTHER THAN NAMED ABOVE

CALIFORNIA ALL-PURPOSE ACKNOWLEDGMENT

STATE OF CALIFORNIA

COUNTY OF

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

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

WITNESS my hand and official seal.



Signature: Irene Mata

OPTIONAL

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

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

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

 SIGNER(S) OTHER THAN NAMED ABOVE

EXHIBIT "A" SCOPE OF SERVICES

Task #	Description	Estimated Time-line
1	<p>Design and Planning:</p> <ul style="list-style-type: none"> • Meet with key stake holders • Review current environment • Develop project plan, task list and project schedule • During this phase Novacoast and City will develop estimated target dates of completion for each task specified • During this phase Novacoast and City will set milestones indicating task completion 	1 week
2	<p>Implementation:</p> <p>Novacoast will work with the City's technical staff to Implement services contained within project plan and task list.</p> <ul style="list-style-type: none"> • File and Print servers as per design and city requirements • Pre Migrate file data from Novell servers to Windows servers including Rights and Permissions <ul style="list-style-type: none"> ○ Including individual user file storage folder, department shares and all city shares. ○ Configure GPO's for document folder redirects from desktop to server shares. City desires other file type storage remain on PC (music, video cache directories etc) ○ File structure will remain the same as on Novell servers. If any IRF's are utilized the file structure may have to change. • Implement windows based print servers <ul style="list-style-type: none"> ○ Approximately 95 printers ○ Novacoast will create 95 printers • Create GPO's for deployment of printers <ul style="list-style-type: none"> ○ Novacoast to create up to 75 GPO's for printer deployment based on AD groups determined/created by Hemet staff. • Create GPO's for drive mappings based on current drive mappings <ul style="list-style-type: none"> ○ Novacoast to create first up to 75 GPO's for mapped drives. ○ It may be required to change drive letters based on drive mapping requirements. If so the City of Hemet staff is responsible for any changes to shortcuts or application dependencies for driver letters. • Implement Exchange servers and roles based on design from phase 1. • Implement software for address book and calendar export/migration. <ul style="list-style-type: none"> ○ Approximately 60 address books ○ Approximately 60 user calendars and 30 group calendars ○ Novacoast will perform export of address book and calendar information for up to 60 address 	7 weeks

	<p>books and 9 calendars (60 user and 30 group)</p> <ul style="list-style-type: none"> • Configure remote mail box syncing for provided list (disabled for all other users) • Install and configure Barracuda spam and virus firewall 400 • Install and configure Barracuda email message archive appliance 450 • Install SCCM as per design from phase 1 <ul style="list-style-type: none"> ○ Configure for base imaging, help desk features and application/short cut deployments. Up to 30 hours will be allowed for this section of the project. ○ Create SCCM script for removal of MS Office packages ○ Create SCCM script to install MS Office 2010 suite ○ Create SCCM script for deployment of MS Lync Client • Create scripts for removal of Novell software (if not all Novell software is able to be remotely removed. This is determined by version, install method etc) such as <ul style="list-style-type: none"> ○ Novell client ○ ZCM client ○ Groupwise client ○ Printers <p>Note: if it is determined that it is required for workstations to be touched to properly remove software or for the migration, the City of Hemet will be responsible for visiting each workstation. Novacoast will provide work steps and or scripts for tasks to be performed at each workstation. Novacoast will provide support and over site, but will not provide resources to visit each workstation. If Novacoast resources are required to visit each workstation a change order will need to be accepted for the additional cost.</p>	
3	<p>Migrate</p> <p>Based on the project plan, Novacoast will assist the City in the completion of the following tasks:</p> <ul style="list-style-type: none"> • Deployment of SCCM agent to city workstations <ul style="list-style-type: none"> ○ Enable script to remove ZCM agent (if remote removal is possible) • Deployment of Lync agent to city workstations <ul style="list-style-type: none"> ○ Enable script to remove Groupwise Messenger client • Cutover of email from Groupwise to Exchange <ul style="list-style-type: none"> ○ Perform point in time cutover of mail to Exchange environment ○ Route inbound/outbound email through Spam filter and firewall ○ Removal of pre MS Office 2010 / Outlook via script ○ Enable Groupwise client removal script (if remote removal is possible) ○ Deploy MS Office / Outlook 2010 • Cutover of file services from Novell to Windows servers <ul style="list-style-type: none"> ○ Enable GPO's for mapped drives ○ Enable Novell Client Removal script (if remote removal is possible) 	7 weeks

	<ul style="list-style-type: none"> ▪ Cutover of print services from Novell to Windows servers <ul style="list-style-type: none"> ○ Enable GPO's for printer deployments ○ Enable Printer Removal script (if remote removal is possible) 	
4	<p>Knowledge transfer and Support</p> <p>Novacoast will document the upgrade and management procedures as to assist the City's technical staff with the day-to-day operations once the project is completion. Documentation to be included:</p> <ul style="list-style-type: none"> • Normal maintenance of the Microsoft Exchange, Lync, Print Server, File Server & SCCM Environment • Changes made to Active Directory during project • How to set up a user in Microsoft Exchange • How to see and share multiple calendars in Exchange/Outlook. • How to set up mobile device syncing for a Microsoft Exchange User. • How to set up a user in Microsoft Lync • How to install a new printer on the Microsoft Print Server & AD environment. • How to uninstall a new printer on the Microsoft Print Server & AD environment. • File shares (and their corresponding servers) in Microsoft environment • How to create future file shares and mapped drives on the new file servers. • How to image a workstation with SCCM • How to remotely push & remove software with SCCM • How to remotely access a pc with SCCM. • How to install SCCM remote agents. • How to deploy desktop icons using SCCM or Active Directory (Whichever method was used within this scope.) • List of all new servers created 	1 Week
5	<p>Project Management</p> <p>Novacoast will include appropriate project management for the duration of the project.</p>	Project duration

** Estimated high level duration to complete in weeks

ASSUMPTIONS

The following assumptions are being made as part of this project phase:

- City of Hemet Staff responsible for any data restructuring and cleanup prior to migration. Data includes, Application objects, file structure, printers, users etc
- City of Hemet will be responsible for physically visiting workstations if it is determined that remote scripts will not be able to perform the removal of software (Novell client, Groupwise client etc.)
- The City of Hemet is responsible for any data clean up that is required for the migration. Data would include email data, file data, printer data and user data.

DELIVERABLES

The following deliverables will constitute completion of this phase:

Deliverables #	Description
1	Project plan and schedule document
2	Initial sync of file data, base configuration of Exchange environment, base installation of SCCM environment. Printer and GPO creation documentation
3	Final sync of file data. Cutover of inbound email to Exchange, cutover to windows file and print services, SCCM agent deployment
4	Project documentation as outlined in task 4

ESTIMATED PROJECT COMPLETION DATE

Although there are estimated timeframes for completion of each task, City and Novacoast acknowledge that items beyond contractors control will extend the completion date (for example, holidays, availability of city staff, ability to access equipment after business hours, etc.). Target completion date is February 7, 2014.

EXHIBIT "B"
COMPENSATION

I. Payment Schedule:

20% upon execution of agreement	\$33,475.00
50% upon completion of Phase 2	\$83,687.50
20% upon completion of Phase 3	\$33,475.00
10% upon delivery of final documentation	\$16,737.50
Travel, Not to Exceed (actual costs, without markup)	\$10,000.00

II. The total compensation for the Services shall not exceed \$177,375, as provided in Section 4 "Compensation and Method of Payment" of this Agreement.

EXHIBIT "C"
INSURANCE

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

Consultant shall provide the following scope and limits of insurance:

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

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

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

(3) Workers' Compensation. Workers' Compensation insurance as required by the Labor Code of State of California covering all persons providing Services on behalf of the Consultant and all risks to such persons under this Agreement.

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

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

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

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

(3) Workers' Compensation. Workers' Compensation as required by the Labor Code of the State of California of not less than \$1,000,000 per occurrence.

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

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

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

2. Commercial General Liability and Automobile Liability Coverages.

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

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

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

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

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

C. Other Requirements. Consultant agrees to deposit with City, at or before the effective date of this Agreement, certificates of insurance necessary to satisfy City that the

insurance provisions of this contract have been complied with. The City may require that Consultant furnish City with copies of original endorsements effecting coverage required by this Exhibit "C". The certificates and endorsements are to be signed by a person authorized by that insurer to bind coverage on its behalf. City reserves the right to inspect complete, certified copies of all required insurance policies, at any time.

1. Consultant shall furnish certificates and endorsements from each sub-contractor identical to those Consultant provides.

2. Any deductibles or self-insured retentions must be declared to and approved by City. At the option of City, either the insurer shall reduce or eliminate such deductibles or self-insured retentions as respects City or its respective elected or appointed officers, officials, employees and volunteers, or the Consultant shall procure a bond guaranteeing payment of losses and related investigations, claim administration, defense expenses and claims.

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



Staff Report

TO: Honorable Mayor and Members of the Hemet City Council

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

DATE: October 8, 2013

RE: Adopt Resolution 13-046 Establishing a Fee for Public Use of City of Hemet Electric Vehicle Charging Stations

RECOMMENDED ACTION:

It is respectfully recommended that the City Council:

- Adopt Resolution 13-046 establishing a fee for Public Use of City of Hemet Electric Vehicle Charging Stations in the amount of \$2.00 minimum for the first hour or partial hour, then \$1.00 per hour for each additional hour. Each vehicle will be charged a separate fee based on minimum fee and charging time.

BACKGROUND:

In February 2013, the City Council approved the City's participation in the Reconnect California Grant Program, which provided for replacement of two existing electric vehicle (EV) charging stations located at City Hall with two new ClipperCreek charging stations at no cost to the City. Both charging stations are equipped with a Liberty Access Technologies key pad to provide access control and a billing system for reimbursement of charging costs.

In order to recover costs associated with public use of the EV charging stations, staff is working to arrange for pay-by-phone EV charging by entering in a contract with a third party mobile system payment vendor. This system would allow the user to launch the vendor's Smartphone app, pay for a charging session and receive a code to activate the charging station. The user then plugs the connector into the vehicle's charging port and enters the code on the keypad to commence charging. Before entering into a contract with a third party mobile system payment vendor, the City must establish what fee will be charged to the public users of the City of Hemet EV stations.

ANALYSIS:

Staff performed research on municipally managed EV charging stations in Southern California and found there are a wide range of use fees. Many cities offer EV charging at no cost (Santa Monica, Manhattan Beach, and Huntington Beach). Some cities, like Hermosa Beach, are offering an introductory free-parking period (until May 2014), following which a \$1.00 per hour fee will be instituted. Most municipal agencies, transit stations, parking facilities, schools/colleges and private businesses with public access EV charging stations that are charging fees are collecting \$1.00 to \$2.00 an hour.

The City of Riverside installed 11 public access EV charging stations in April 2012. The fee for using the charging stations was initially set at \$0.97 an hour / \$2.00 minimum / \$7.75 for 12-hours

maximum. Data was collected on the use of these stations over a 7-month period (April-October 2012) to determine the break-even cost of electricity and fees from the point of sale vendor. As a result of the data gathered, the city reduced the use fee for EV charging to \$0.60 an hour / \$1.20 minimum / \$4.80 for 8 hours maximum.

The City of Manhattan Beach installed four public access EV charging stations in their civic center parking garage in June 2013. Although the use of the charging stations was ultimately “priced at zero” – no charge, an estimated cost for power and maintenance charges to operate a EV charging station was provided: A typical plug-in car can use up to 3.3 kilowatt-hours of electricity an hour, which equates to \$0.30 to \$0.50 of electricity (Source: Electric Power Research Institute in Palo Alto). Estimated total service and transaction fees: \$0.28 per hour/per station. (Source: City of Hermosa Beach)

Based on the information above, staff is recommending that Council adopt a resolution establishing a fee for public use of the City of Hemet EV charging system at \$2.00 minimum for the first hour or partial hour, then \$1.00 per hour for each additional hour. This fee will assure adequate cost recovery through our initial start-up. As we gather data based on the actual use and the actual costs of operating the charging stations, an adjustment in the fee amount may be warranted.

CONSISTENCY WITH ADOPTED GOALS, PLANS, AND PROGRAMS:

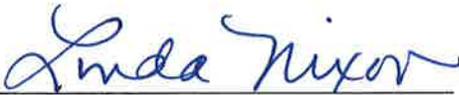
- General Plan – C-P-23 Neighborhood Electric Vehicle Plan
- General Plan – CSI-P-18 Infrastructure and Facilities Funding
- General Plan – OS-P-33 Public Awareness to Reduce Air Pollution
- General Plan – OS-P-36 GHG Emissions Reduction Strategies & Measures

Providing access to EV charging stations is another step toward showing the City’s commitment to “going green” and encouraging alternative fuel options. Public access to these stations will also encourage electric vehicle users to enjoy the downtown area. While there, they can visit local shops and restaurants within walking distance while their vehicle recharges.

FISCAL IMPACT:

No additional fiscal impact. The fee for Public Use of City of Hemet Electric Vehicle Charging Stations is being established to recover costs associated with electricity provided to the customer and ongoing station maintenance needs. The total annual cost and total annual revenue is dependent upon the number of vehicles charged at the station and the duration of the charging time of each vehicle.

Respectfully submitted,



Linda Nixon
Environmental Services Manager



Eric S. Vail
City Attorney



Rita Conrad
Finance Director



CITY OF HEMET
Hemet, California
RESOLUTION BILL NO. 13-046

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF HEMET, CALIFORNIA, ESTABLISHING A FEE FOR PUBLIC USE OF ELECTRIC VEHICLE CHARGING STATIONS OPERATED BY THE CITY OF HEMET.

WHEREAS, in February 2013, the City Council approved participation in the Reconnect California Grant Program, which provided for the installation to two electric vehicle charging stations, each equipped with a keypad to provide access control and a billing system for reimbursement of charging costs; and,

WHEREAS, the Reconnect California Charge Station and Installation Agreement requires that these charging stations be available for access and use by the general public; and,

WHEREAS, there are costs to the City associated with the use of these charging stations by the general public which include electricity, service/transaction fees, code security maintenance fees, and technical support; and,

WHEREAS, the fee for charging electric vehicles set by this resolution reflects the City's reasonable costs of operating the charging stations.

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

The fee for charging of electric vehicles by the general public at City of Hemet operated electric vehicle charging stations shall be \$2.00 minimum for the first hour or partial hour, then \$1.00 per hour for each additional hour.

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PASSED, APPROVED, AND ADOPTED this 8th day of October, 2013.

Robert Youssef, Mayor

ATTEST:

APPROVED AS TO FORM:

Sarah McComas, City Clerk

Eric S. Vail, City Attorney

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

4 I, Sarah McComas, City Clerk of the City of Hemet, do hereby certify that the foregoing
5 Resolution is the actual Resolution adopted by the City Council of the City of Hemet and
6 was passed at a regular meeting of the City Council on the 8th day of October, 2013 by
7 the following vote:

8 AYES:

9 NOES:

10 ABSTAIN:

11 ABSENT:

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Sarah McComas, City Clerk

Printed at: 2:15 pm

on: Tuesday, Sep 24, 2013

Ad #: 0001136174

Order Taker: Nick Eller



Classified Advertising

Proof

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Name: HEMET, CITY OF/ PUBLIC WORKS DEP
Address: 510 E FLORIDA AVE
HEMET, CA 92543
USA

Account #: 100142162
Client: HEMET, CITY OF/ PUBLIC WORKS DEP
Placed By: Linda Nixon
Fax #:

Ad Information

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Publication: EN Press Enterprise, EN PE.com

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Stop Date: 10/06/2013
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Bill Size:

Amount Due: **777.70**

Ad Copy:

NOTICE OF PUBLIC HEARING

NOTICE IS HEREBY GIVEN THAT A PUBLIC HEARING WILL BE HELD BY THE CITY OF HEMET CITY COUNCIL TO CONSIDER ESTABLISHING A FEE FOR PUBLIC USE OF ELECTRIC VEHICLE CHARGING STATIONS OPERATED BY THE CITY OF HEMET.

A public meeting of the Hemet City Council to consider establishing a fee for public use of electric vehicle charging stations operated by the City of Hemet will be held on October 8, 2013 at 7:00 p.m. or as soon thereafter as possible, in the Council Chambers - 450 E. Latham Avenue - Hemet, CA 92543. All persons are invited to attend.

As a result of this public hearing and comments, the proposed item may be either accepted as presented, modified, or denied.

If you challenge the nature of the above listed item in court, you may be limited to raising only those issues you or someone else raised at the public hearing described in this notice or in written correspondence delivered to the city offices, at, or prior to, the public hearing.

Further details on this matter are available at the Public Works Department, 3777 Industrial Avenue, Hemet, CA 92545 or telephone 951-765-3712.

Linda Nixon
Environmental Services Manager 9/27 - 10/6



AGENDA # 14

Staff Report

To: Honorable Mayor and Members of the City Council
From: Gary Thornhill, Interim Assistant City Manager *bs*
Date: October 8, 2013
SUBJECT: Speed Limit Consideration on a Segment of State Highway 79

RECOMMENDATION:

It is recommended that staff be directed to prepare a letter to CalTrans requesting a speed survey be conducted for a segment of Highway 79 that is located in the Lamb Canyon area, north of Gilman Springs Road in an unincorporated area of San Jacinto.

BACKGROUND:

During the Council meeting that took place on September 24th, 2013, Mayor Pro Tem Larry Smith expressed concerns about the speed limits along a stretch of Highway 79 in the Lamb Canyon area where a fatal accident had occurred.

The segment of Highway 79 in question is north of Gilman Springs Road in Lamb Canyon in an unincorporated area of San Jacinto. The accident that prompted Mayor Pro Tem Smith's concerns occurred in July of 2013.

ANALYSIS/DISCUSSION:

City staff conducted research including a site visit and took photos to identify the precise location of the accident.

This matter is before the Council for discussion and a possible recommendation for staff to prepare a letter to CalTrans requesting a review of speed limits along this segment of Highway 79.

FISCAL IMPACT:

There will be no fiscal impact to the City.

Respectfully submitted,

A handwritten signature in blue ink, appearing to read "Gary Thornhill".

Gary Thornhill
Interim Assistant City Manager



Staff Report

To: Honorable Mayor and Members of the City Council
From: Gary Thornhill, Interim Assistant City Manager *GT*
Date: October 8, 2013
SUBJECT: Adopt a Resolution Supporting the Bay Delta Conservation Plan, Reliable Water Supplies, and Environmental Restoration

RECOMMENDATION:

It is recommended that the City Council adopt Resolution Bill No. 13-048 in support of the Bay Delta Conservation Plan (BDCP) and the proposed twin tunnel alternative to help ensure that Hemet has continued access to a guaranteed supply of water.

BACKGROUND:

The Bay Delta Conservation Plan (BDCP) is a comprehensive planning and environmental permitting process that will serve as an action plan for habitat restoration measures necessary for the recovery of endangered and sensitive species, establish a series of protective measures to reduce pollutants and other stressors in the Delta, and will identify a new conveyance system necessary to secure water supplies from threats such as earthquakes and climate change.

Developed in compliance with the Federal Endangered Species Act (ESA) and the California Natural Communities Conservation Planning Act (NCCPA), the BDCP will provide the basis for issuance of endangered species permits for the operation of the state and federal water projects and will, upon approval, be implemented over the course of the next 50 years.

The latest economic analysis produced by the Brattle Group on behalf of the Department of Water Resources identified the 9,000 cubic feet per second facility as the 'sweet spot' that offers excellent cost-benefit (net economic benefit of \$4.7 to \$5.5 billion), while also benefiting the environment.

ANALYSIS/DISCUSSION:

A safe and reliable water supply is essential to both the economy and the residents of the state of California and therefore the City of Hemet. Earthquakes and other natural disasters can jeopardize the delivery of water to the people of California. Currently, the Bay Delta's levees are not engineered to protect the state's water supply distribution

systems from major disasters. The BDCP includes measures that will improve the water delivery system and will help to address any current threats to Southern California's supply of water.

Failure to take action represents a grave threat to the Bay Delta and the water supply of the citizens of both Hemet and the entire region, and voicing support for the Bay Delta Conservation Plan will go a long way toward helping to ensure that the valuable resources of the Bay Delta area and Hemet's supply of clean, safe water are protected.

FISCAL IMPACT:

There will be no direct fiscal impact to the City resulting from the adoption of the resolution.

Respectfully submitted,

A handwritten signature in cursive script, appearing to read "Gary Thornhill".

Gary Thornhill
Interim Assistant City Manager



**CITY OF HEMET
Hemet, California
RESOLUTION BILL NO. 13-048**

**A RESOLUTION OF THE CITY COUNCIL OF HEMET, CALIFORNIA, IN
SUPPORT OF THE BAY DELTA CONSERVATION PLAN, RELIABLE
WATER SUPPLIES, AND ENVIRONMENTAL RESTORATION**

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14 **WHEREAS,** the Sacramento-San Joaquin Delta is a 550,000-acre estuary where the rivers of
15 the Sierra Nevada merge before heading west to San Francisco Bay; and
16
17 **WHEREAS,** water supplies from Northern California that traverse across the Delta are vital to
18 California, providing water for 25 million people from the Bay Area to the Mexican
19 border; and
20
21 **WHEREAS,** the Delta is in a state of environmental decline due to the loss of wetlands
22 habitat, invasive species, pesticide runoff, pumping operations and other
23 stressors; and
24
25 **WHEREAS,** the decline in the Delta's health threatens this unique environment and water
26 supplies that are key to California's farming communities and the state's overall
27 \$1.7 trillion economy; and
28
29 **WHEREAS,** the Delta's levees are not engineered to protect the state's water supply
30 distribution system from a major earthquake, and multiple levee failures could
31 disrupt water deliveries and the state's economy for up to three years; and
32
33 **WHEREAS,** experts predict that there is a 66 percent probability of a 6.5 or greater magnitude
34 earthquake within the Delta by 2032; and
35
36 **WHEREAS,** state and federal agencies, via the Bay Delta Conservation Plan (BDCP)
37 process, have worked for seven years towards developing a comprehensive
38 package of ecosystem and water system improvements to address both current
39 conflicts in the Delta and long-term threats to the state's water supplies; and
40
41 **WHEREAS,** BDCP represents an effort to comply with state and environmental laws for fifty
42 years through a cooperative effort to reverse the Delta's decline; and
43
44 **WHEREAS,** the cost-benefit analysis identifies the 9,000 cubic feet per second, twin tunnel
45 option as superior, with a net economic benefit of \$4.5 to 5.5 billion, offering the
46 best value that also effectively accomplishes key environmental objectives; and
47
48 **WHEREAS,** the smaller facility ('portfolio-based alternative') is inferior in several ways,
49 including its net economic benefit of \$1.1 billion; and
50

1 **WHEREAS,** the failure to take decisive action represents an unacceptable risk to the Delta,
2 environment, economy, and lives of 25 million Californians; and
3

4 **WHEREAS,** the State and Federal Administrations have agreed to a comprehensive set of
5 actions outlined in the Administrative Draft of the Bay Delta Conservation Plan
6 that includes Delta water conveyance improvements to protect public water
7 supplies, habitat restoration, and enhanced conservation efforts,
8

9 **NOW, THEREFORE, BE IT RESOLVED AND ORDERED AS FOLLOWS:**

- 10
11 **A.** The City Council recognizes the importance of ensuring a safe and reliable supply of water
12 for the residents of the City of Hemet.
13
14 **B.** The City Council acknowledges the risk that natural disaster or accidents pose to the
15 availability of water in the City.
16
17 **C.** The City Council acknowledges that the current Bay Delta Conservation Plan process and
18 the proposed 9,000 cubic feet per second twin tunnel option could help to ensure that a
19 safe, clean supply of water is available to people in case of disaster.
20
21 **D.** The City Council asks that the City of Hemet declare its support for the Bay Delta
22 Conservation Plan and its proposed alternative in order to guarantee a safe and reliable
23 supply of water at all times.
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27 **PASSED, APPROVED, AND ADOPTED** this 8th day of October, 2013.
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31

32 _____
33 Robert Youssef, Mayor
34

35
36 **ATTEST:**
37

38 **APPROVED AS TO FORM:**
39

40 _____
41 Sarah McComas, City Clerk
42

43 _____
44 Eric S. Vail, City Attorney
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46
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1 State of California)
2 County of Riverside)
3 City of Hemet)
4

5 I, Sarah McComas, City Clerk of the City of Hemet, do hereby certify that the
6 foregoing Resolution is the actual Resolution adopted by the City Council of the City
7 of Hemet and was passed at a regular meeting of the City Council on the 8th day of
8 October, 2013 by the following vote:
9

10 AYES:
11 NOES:
12 ABSTAIN:
13 ABSENT:
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Sarah McComas, City Clerk