



# AGENDA

## REGULAR MEETING OF THE HEMET CITY COUNCIL

October 22, 2013

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**5:30 p.m.**

**City of Hemet Council Chambers**

**450 E. Latham Avenue**

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

*Please silence all cell phones*

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

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### Call to Order

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#### Roll Call

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

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#### Work Study

*Discussion regarding these items, with possible direction to staff*

1. Update of Riverside County's Emergency Medical Services and the projected impact from Federal & State influences - Bruce Barton, Director of Riverside County EMS
  2. Year End Fiscal Year 2012/2013 and Fiscal Year 2013/2014 Budget Update - Rita Conrad, Deputy City Manager/Administrative Services Director
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### Closed Session

#### Notice of Opportunity for Public Comment

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

3. 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)*  
*Hemet Mid-Managers Association (HMMA)*
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## **REGULAR SESSION**

**7:00 p.m.**

**City of Hemet City Council Chambers  
450 E. Latham Avenue**

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### **Call to Order**

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### **Roll Call**

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

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### **Invocation**

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### **Pledge of Allegiance**

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

4. 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)*  
*Hemet Mid-Managers Association (HMMA)*
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### **Presentation**

5. Proclamation to the Hemet Heritage Foundation Proclaiming Saturday, October 26, 2013 as Hemet Heritage Day
  6. Presentation to 412 Church and Participants of "Clean & Green, Twenty-Thirteen"
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### **City Council Business**

#### **Notice to the Public**

The Consent Calendar contains items which are typically routine in nature and will be enacted by one motion by the Council unless an item is removed for discussion by a member of the public, staff, or Council. If you wish to discuss a Consent Calendar item please come to the microphone and state the number of the item you wish to discuss. Then wait near the lecture. When the Mayor calls your turn give your last name, and address, then begin speaking. You will have three minutes at that time to address the Council.

## Consent Calendar

7. **Approval of Minutes** – October 8, 2013
8. **Receive and File** – Investment Portfolio as of August 2013
9. **Receive and File** – Warrant Registers
  - a. Warrant registers dated October 2, 2013 and October 3, 2013. Payroll for the period of September 16, 2013 to September 29, 2013 was \$647,253.06.
10. **Recommendation by Police** - 2013 CA Office of Traffic Safety – Selective Traffic Enforcement Grant
  - a. Accept the 2013/14 California State Office of Traffic Safety (OTS) Grant in the amount of \$96,337. Upon receipt of award, direct the Finance Department to establish an expenditure account and budget for the grant performance period.
11. **Recommendation by Police** - 2013 U.S. Department of Justice, Community Oriented Policing – “Gun Violence Reduction” Hiring Grant
  - a. Accept and approve 2013 US-DOJ Community Oriented Policy, “Gun Violence Reduction” Hiring Grant in the amount of \$250,000 toward the salary and benefits of two additional police officers over 3 years; and
  - b. Pursuant to approval, authorize the Interim City Manager to execute the grant agreement with the US-DOJ COPS Office and the Deputy City Manager/ Administrative Services Director to establish appropriate revenue and expenditure accounts.
12. **Recommendation by Police** - Purchase of Police Motorcycles
  - a. Approve the purchase of four fully-outfitted 2013 Honda police motorcycles with budgeted funds in the amount of \$82,546.24, with an offset for the sale of the department’s old motorcycles; and
  - b. Authorize the Interim City Manager to approve Purchase Orders in support of purchase.
13. **Recommendation by Engineering** – Termination of Subdivision Improvement Agreement with Hemet Associates, LLC and Acceptance of Subdivision Agreement with Strata Hideaway, LLC, – Tract Map No. 24147-1, north side of Fruitvale Avenue, between Palm Avenue and State Street
  - a. Approve the termination of the Subdivision Agreement between Hemet Associates, LLC and the City of Hemet, and release of the corresponding bonds and monumentation deposit; and
  - b. Authorize the City Manager to execute a new Subdivision Improvement Agreement, between Strata Hideaway, LLC and accept the corresponding new securities; and
  - c. Authorize the City Clerk to process the Termination, and Subdivision Agreements for recordation with the Riverside County Recorder’s Office.

14. **Recommendation by Engineering** – Termination of Subdivision Improvement Agreement with Hemet Associates, LLC and Acceptance of Subdivision Agreement with Strata Hideaway, LLC – Tract Map No. 37196, north side of Fruitvale Avenue, between Palm Avenue and State Street
    - a. Approve the termination of the Subdivision Agreement between Hemet Associates, LLC and the City of Hemet, and release of the corresponding bonds and monumentation deposit; and
    - b. Authorize the City Manager to execute a new Subdivision Improvement Agreement, between Strata Hideaway, LLC and accept the corresponding new securities; and
    - c. Authorize the City Clerk to process the Termination, and Subdivision Agreements for recordation with the Riverside County Recorder’s Office.
  
  15. **Recommendation by Engineering** – Safe Routes to School Project CIP No. 5548, Intersection Improvements at Menlo Avenue and Cawston Avenue
    - a. Award the contract to the lowest, responsive bidder, PTM General Engineering Services, for the Safe Routes to School Project, CIP 5548 Intersection Improvements at Menlo Avenue and Cawston Avenue in the amount of \$554,331, and reject all other bids; and
    - b. Authorize the Interim City Manager to enter into a construction contract for the improvements; and
    - c. Establish budget in the amount of \$554,331 in Fund No. 329-5548-5500 for the cost of construction, \$25,000 for surveying and geotechnical engineering and \$40,000 in Fund No. 329-5548-2710, various accounts for staff design, administration costs, construction engineering and inspection costs, totaling \$619,331.
  
  16. **Recommendation by Engineering** – Installation of Banners across Florida Avenue
    - a. Assistance League of Hemacinto – Seeking Volunteers
    - b. 1<sup>st</sup> Baptist Church – Christmas Celebration, December 13, 14, 15, 20, 21, and 22
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## **Public Hearing**

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

17. **Housing and Community Development Needs; and Citizen Participation Plan** – CDBG Coordinator Callahan
  - a. Conduct a public hearing on housing and community development needs with regard to the Community Development Block Grant (CDBG) program and proposed City of Hemet Citizen Participation Plan; and

- b. Approve the proposed City of Hemet Participation Plan for submission to the U.S. Department of Housing and Urban Development (HUD); and
  - c. Provide direction to staff for evaluating CDBG funding requests for the 14/15 program year.
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## **Discussion/Action Item**

- 18. **City Film Permit Process to Create Film Industry Incentives** – John Jansons, Community Investment Director
    - a. Authorize staff to proceed with amending the City’s regulations, permits and fees for motion picture and television productions as outlined in City Council Resolution No. 2843 and pursuant to Ordinance No. 1393 to create a “film” permit incentive as recommended.
  - 19. Neighbor’s Night Out – Wiggs Mendoza, Green Coalition  
*Discussion regarding this item, with possible direction to staff*
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## **Communications from the Public**

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

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

State law prohibits the City Council from taking action or discussing any item not appearing on the agenda except for brief responses to statements made or questions posed by the public. In addition, they may, on their own initiative or in response to questions posed by the public, ask a question for clarification, provide a reference to staff or other resources for factual information, or request staff to report back to them at a subsequent meeting. Furthermore, a member of the City Council or the Council itself may take action to direct staff to place a matter of business on a future agenda.

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## **City Council Reports**

- 20. CITY COUNCIL REPORTS AND COMMENTS
  - A. Council Member Krupa
    - 1. Traffic and Parking Commission
    - 2. Riverside Conservation Authority (RCA)
    - 3. Ramona Bowl Association
    - 4. Indian Gaming Distribution Fund
    - 5. Riverside Transit Agency (RTA)
    - 6. 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 City Manager Bradley
  - 1. Manager's Reports
  - 2. Appoint a Representative to the Southwest Riverside Autism Task Force
  - 3. Voting Delegate and Alternate for the National League of Cities Annual Business Meeting, November 16, 2013

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## **Continued Closed Session**

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

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### **Future Agenda Items**

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

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## **Adjournment**

Adjourn to Tuesday, November 12, 2013 at 7:00 p.m. for consideration of items placed on that agenda. The next regular meeting will be held December 10, 2013.

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



#7

# MINUTES

## REGULAR MEETING OF THE HEMET CITY COUNCIL

OCTOBER 8, 2013

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6:00 p.m.

City of Hemet Council Chambers  
450 E. Latham Avenue

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

*Please silence all cell phones*

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### Call to Order

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

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### Roll Call

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

ABSENT: None

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### Closed Session

#### Notice of Opportunity for Public Comment

There were no public comments at this time.

The City Council recessed to Closed Session at 6:00 p.m.

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*
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### REGULAR SESSION

7:00 p.m.

City of Hemet City Council Chambers  
450 E. Latham Avenue

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### Call to Order

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

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## Roll Call

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

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## Invocation

Invocation was given by Charles Steadman, Hemet-San Jacinto Interfaith Council

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## Pledge of Allegiance

Pledge of Allegiance was led by Council Member Krupa

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## City Attorney Closed Session Report

2. Conference with Labor Negotiators  
Pursuant to Government Code section 54957.6  
Agency designated representatives: *Interim 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*

**The City Council met with and gave direction to the City's Labor Negotiator. The City Council did not discuss Hemet Fire Fighters Association (HFFA). There was no additional reportable action.**

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## Presentation

3. Presentation to Chief Brown, P.O.S.T. Executive Certificate  
**Gary Manini, P.O.S.T. Regional Consultant**, presented Chief Brown with his P.O.S.T. Executive Certificate. This Executive Certificate is only issued to Chief's after serving as Police Chief for two years and successfully completing the required education. Chief Brown is the 1,415 Police Chief to receive this rare and distinct Certificate. Mr. Manini, complimented Chief Brown and his Department.  
**Chief Brown**, expressed pride in receiving the Certificate.
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## City Council Business 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.  
**Ordinance No. 1872**
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. **Ordinance No. 1873**
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 No. 4555**
12. **Recommendation by Administrative Services** – Award of Contract with Novacoast Inc. for the 3<sup>rd</sup> 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.

Item Nos. 8 and 10 were removed from the Consent Calendar. **Mayor Pro Tem Smith moved and Council Member Krupa seconded a motion to approve the remaining Consent Calendar items. Motion carried 5-0.**

Item No. 8

**Paul Raver, Public Safety Coalition**, presented a letter to the City Council opposing the amendment to Mr. Bradley’s Agreement. Mr. Raver feels that there is no reason to retain Mr. Bradley after Mr. Hill takes the position. Mr. Raver gave the City Council four reasons why Mr. Bradley’s services are no longer necessary. Mr. Raver feels that if Mr. Hill is coming from San Diego then he should be able to hit the ground running especially with the assistance of Mr. Thornhill and the City’s Department Heads. There is no reason to continue to pay Mr. Bradley

given the City's financial situation.

**Emily McDonough, Hemet**, spoke in opposition to the amendment of Mr. Bradley's Agreement. Ms. McDonough feels that Mr. Thornhill and the Department Heads are capable of getting Mr. Hill up and running. Ms. McDonough recommended denial of this item.

**Gene Hikel, Hemet**, spoke in opposition to the amendment of Mr. Bradley's Agreement. Mr. Hikel concurs with the previous speakers. Mr. Hill should be capable of taking on the job.

**Eric Vail, City Attorney**, the term of Mr. Bradley's original agreement was to terminate his employment upon the hiring of a new City Manager. The City Council hired Mr. Hill on September 24, 2013, however Mr. Hill will not begin his employment until November 18, 2013. The language amendment had to be approved by PERS that is the reason the agreement needs to be amended. Mr. Bradley is a 960 employee that only gets paid for the hours he works. His employment ending date can be determined by Mr. Hill. Typically a new City Manager does appreciate a short period of overlap for introductions and a download of duties. The date of December 17, 2013 is the absolute last day and was only used for the purposes of getting approval from PERS.

**Mayor Pro Tem Smith**, there is normally a transition period of 2 weeks or a month. The new City Manager needs access to the information.

**Council Member Krupa**, expressed concern with the wording in the contract that states that Mr. Bradley will be paid through December 17, 2013 or at the end of the 960 hours. Council Member Krupa expressed concern since the City Manager can not break a contract approved by the City Council. Council Member Krupa feels that Mr. Hill should be able to take over after a week of time with Mr. Bradley.

**Mr. Vail**, this is the language that was approved by PERS. The City only has to pay Mr. Bradley for hours worked. The original agreement states that he is an hourly employee. This action amends the language in the original agreement to allow him to work past the hiring of Mr. Hill which was on September 24, 2013.

**Council Member Milne**, Mr. Hill understood the transition period and agree to it.

**Council Member Wright**, feels that one week would be sufficient given the experienced staff.

**Mayor Youssef**, a transition period is normal. Mr. Hill needs to make the decision of how much time is necessary.

**Mayor Pro Tem Smith moved and Mayor Youssef seconded a motion to approve this item as presented. Motion carried 3-2.**

#### Item No. 10

**Council Member Wright**, expressed concern with the short period of time to complete the Crime Free Housing Program. Council Member Wright asked if the program can be provided online.

**Deanna Elliano, Community Development Director**, the all day program is designed to be hands on with speakers from the Police Department and Department of Fair Housing. The City does recognize that there is no program in place and will allow landlords to take the program in other cities. If we still are not ready by the deadline, the deadline will be extended.

**Council Member Wright**, I agree with the program but would like to offer alternatives.

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

## Public Hearing

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.

### **Resolution No. 4556**

**Linda Nixon, Environmental Services Manager**, 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 the 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. After contacting multiple agencies staff is recommending that the City Council adopt the resolution establishing fee for public use of the EV charging station systems 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 costs recovery through our initial start-up. As additional data is gathered on the actual use and costs of operating the system, an adjustment in the fee amount may be warranted.

**Council Member Wright**, confirmed that ClipperCreek is replacing the previous unit. Council Member Wright asked if the units are portable. Council Member Wright asked about outreach to the residents. Council Member Wright suggested that the rate be lower in the beginning enticing usage.

**Ms. Nixon**, the location will be included in their network as well as advertised on the ClipperCreek and the City's website. Staff was trying to be on the conservative side and thought that it would be easier to reduce the fee later rather than increase if necessary. At this time the City does not have an electric vehicle.

**Mayor Youssef declared the Public Hearing opened at 7:38 p.m.**

There were no comments presented at this time.

**Mayor Youssef declared the Public Hearing closed at 7:39 p.m.**

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

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## 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.

**Gary Thornhill, Interim Assistant City Manager,** after a recent fatality, Mayor Pro Tem Smith expressed concern that the speeds are not appropriate. Other neighboring jurisdictions have expressed concern also. The consensus is that the speed of 65 MPH is too great and a survey should be recommended of CalTrans. Mr. Thornhill displayed pictures of the general location. Staff is recommending that the City Council directed staff to prepare a letter requesting that a speed survey be conducted.

**Mayor Pro Tem Smith,** I've traveled that road for 35 years. The improvements have made it better during the daytime. The speeds increase at night. The speed limit is 65 mph on the hill then decreases to 60 mph. Council Members in the cities of San Jacinto, Banning, Beaumont and Calimesa have also expressed an interest. Mayor Pre Tem Smith recommended that the City Council request that CalTrans conduct a speed survey.

**Council Member Wright,** after the improvements it qualified for the speed increase.

**Council Member Krupa,** I'm sure that CalTrans has different requirements to follow than the City of Hemet. Council Member Krupa spoke in favor of writing a letter requesting a speed survey. Statistics need to be obtained on the frequency and type of accidents from the CHP. If CalTrans doesn't respond to a letter, a resolution should be considered.

**Council Member Milne,** recommended that a resolution be considered.

**Mayor Youssef,** in 2013 there has been a number of serious accidents. It is a dangerous stretch of the highway. Mayor Youssef agrees that a letter should be prepared.

**Mike Emberton, San Jacinto Assistant City Manager,** recommended that the City Council follow through with these efforts, the City of San Jacinto will follow suit.

**C.W. Cecchi, Hemet,** expressed concern with the glare from the oncoming traffic at night. Mr. Cecchi suggested that the request also include lighting or reflective markers.

**Wiggs Mendoza, Hemet,** I travel this road several days a week. Mr. Mendoza suggested that an increase in Patrol be requested.

**Council Member Wright,** concurs with the additional suggestions.

**Mr. Thornhill,** I have seen screening on roadways to help reduce the lighting from oncoming traffic. Mr. Thornhill recommended that the City Council direct staff to prepare a letter to include a request for additional lighting. Mr. Thornhill suggested that Chief Brown request increased patrol given the City's relationship with CHP.

**Mayor Youssef moved and Mayor Pro Tem Smith seconded a motion to direct staff to prepare a letter requesting that a speed survey be conducted and pass it along to our neighboring communities for consideration. Motion carried 5-0.**

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 No. 4557**

**Gary Thornhill, Interim Assistant City Manager,** this is a very important infrastructure project. Currently this is a very fragile system. In some places the farms are 30 feet below the water level with a great concern of collapse. Staff is recommending adoption.

**Council Member Wright,** it is imperative that the City of Hemet takes a proactive approach. If you are not familiar with the Plan information is available on EMWD's website.

**Council Member Krupa,** there is strong opposition in Northern California, so residents of Southern California need to strongly support it.

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

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## Communications from the Public

**Evelyn Demearau**, invited the City Council to attend the Hemet Heritage Day on October 26, 2013, 2<sup>nd</sup> Floor of the Library.

**Dorothy Cecchi, Hemet**, asked why the City will not allow her storage facility to hold a garage sale to benefit the renters.

Ms. Cecchi was directed to talk to Deanna Elliano.

**Wigs Mendoza, Green Coalition**, announced that the Green Coalition's October Fest will be held at the Anchor on October 20<sup>th</sup> from 4 to 8 p.m. All proceeds will provide bicycle helmets for school age children.

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## 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)

**Council Member Krupa**, announced that RTA's new buses will be in circulation soon. RTA received the "Clean Air Award" for increased ridership and their School and Uniform Ridership Programs

6. Watermaster Board

**Council Member Krupa**, attended the awards ceremony for the Oldlympics. There were 590 participants that were in great shape.

#### B. Council Member Milne

1. Library Board
2. League of California Cities
3. Riverside County Habitat Conservation Agency (RCHCA)
4. Riverside Transit Agency (RTA)
5. Riverside Conservation Authority (RCA)

**Council Member Milne**, participated with a team in the Oldlympics.

#### 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

**Council Member Wright**, attended the Boy Scouts event honoring Eric and Gisela Gosch at the Bowl.

**Council Member Wright**, recommended that the City request a free energy audit and develop an Energy Management Plan.

- D. Mayor Pro Tem Smith  
1. League of California Cities

**Mayor Pro Tem Smith**, announced the Riverside Division meeting will be hosted by the City of Hemet on November 18, 2013.

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

**Mayor Youssef**, at the request of Hemet CAN gave a presentation in Minnesota on Hemet ROCS Program.

- 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. 412 Church Downtown Beautification Project "Clean & Green 2013"  
Saturday, October 12, 2013

**Gary Thornhill**, there are anticipated to be over 125 volunteers. Mr. Thornhill named the sponsors and thanked the 412 Church for helping out.

**Mayor Youssef**, also thanked for 412 Church and the Chamber of Commerce for their participation.

**Ron Bradley**, the City was awarded \$250,000 for the 2013 COPS Grant to help pay for Police Officers for the next 3 years.

**Ron Bradley**, the City was also awarded \$200,000 b SCAG for the Downtown Specific Plan Project.

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## **Future Agenda Items**

Neighbors' Nite Out  
Trails Study  
Support of Riverside County's resolution supporting the film industry  
Super Committee

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## **Adjournment**

Adjourned at 8:30 p.m. to Tuesday, October 22, 2013 at 7:00 p.m.



*Staff Report*

TO: Honorable Mayor and members of the City Council  
FROM: Judith L. Oltman, City Treasurer  
DATE: October 22, 2013  
RE: Investment Portfolio as of August 2013

**RECOMMENDED ACTION:**

Receive and file.

**ANALYSIS:**

The summary statement of activity and balances of the Treasurer's Investment Portfolio for the month of August 2013 is forwarded herewith for your review. On 8/12/13 we purchased a 4yr American National Bank NCD #3173 for \$248,000 at 1.25%; on 8/14/13 we purchased a 5yr/3 month call FHLMC #2267 for \$500,000 at 2.00%; on 8/28/13 we purchased a 5yr/6mo call FNMA #2268 for \$500,000 at 2.00%; and on 8/29 we purchased a 5yr/3mo call FHLMC #2269 for \$500,000 at 2.00%.

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

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

Respectfully Submitted,

Judith L. Oltman  
City Treasurer

attachment

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

AUGUST 2013

INVESTMENT CLASSIFICATIONS	MONTHLY ACTIVITY	CONSOLIDATED BALANCE
<b>PORTFOLIO AS OF</b> July	66,433,081.92	
<b>CERTIFICATES OF DEPOSIT</b>		
Placed this month	248,000.00	
Matured this month		
<b>Balance</b>		6,946,000.00
<b>LOCAL AGENCY INVESTMENT FUND: City of Hemet</b>		
Deposits		
Withdrawals		
<b>Balance</b>		35,134,253.54
<b>LOCAL AGENCY INVESTMENT FUND: City of Hemet</b>		
Deposits		
Withdrawals		
<b>Balance</b>		1,875.99
<b>BANK OF NEW YORK MELLON Custodial Acct.</b>		
Deposits	14,386.74	
Withdrawals	-1,762,386.74	
<b>Balance</b>		2,419,958.98
<b>RABO BANK: Money Market Account</b>		
Deposits		
Withdrawals		
<b>Balance</b>		200,000.00
<b>CITIBANK: Money Market Account</b>		
Deposits	14,807.59	
Withdrawals	-615,380.78	
<b>Balance</b>		3,194,674.39
<b>CITIBANK: Money Market Account 3</b>		
Deposits	956,993.45	
Withdrawals	-500,000.00	
<b>Balance</b>		4,257,739.28
<b>MUNICIPAL BONDS/CORPORATES</b>		
Deposits		
Withdrawals		
<b>Balance</b>		4,135,000.00
<b>GOVERNMENT AGENCIES</b>		
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
2265 1.55% FHLMC 7/17/18		500,000.00
2266 1.93% FFCB 7/23/18		500,000.00
2267 2.0% FHLMC 8/14/18	500,000.00	500,000.00
2268 2.0% FNMA 8/28/18	500,000.00	500,000.00
2269 2.0% FHLMC 8/27/18	500,000.00	500,000.00
<b>PORTFOLIO BALANCE AS OF AUGUST 2013</b>	<b>66,289,502.18</b>	<b>66,289,502.18</b>

INTEREST EARNINGS	13-14 FISCAL YEAR-TO-DATE	
<b>EARNINGS BALANCE AS OF</b> July 1, 2013		<b>-22,564.94</b>
CERTIFICATES OF DEPOSIT INT.	9,412.54	
OTHER GOVERNMENT SECURITIES	5,375.00	
CITIBANK MONEY MARKET ACCOUNT	420.85	
CITIBANK MONEY MARKET ACCOUNT 3	477.66	
BANK OF NY MONEY MARKET ACCT.	37.87	
<b>LOCAL AGENCY INVESTMENT FUNDS</b>		
City of Hemet Interest		
City of Hemet Interest		
<b>MONTHLY EARNINGS TOTAL</b>	<u>15,723.92</u>	15,723.92
<b>MEMO ONLY:</b>		
MERCHANT BANK CHG. July	-3,275.27	
BANK CHG.		
LIBRARY CREDIT CARD FEES	-93.74	
ARMORED CAR	-364.62	
ASSET SEIZURE FUNDS		
Charges as of: Aug. 1, 2013	<u>-364.62</u>	
YTD CHARGES	-4,098.25	
<b>13-14 YEAR-TO-DATE INTEREST EARNINGS</b>		<b>-6,841.02</b>

**CITY OF HEMET**  
**Portfolio Management**  
**Portfolio Summary**  
**August 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	3,010,095.99	2,971,000.00	4.45	1,401	559	1.541	1.562
Managed Pool Accounts	35,136,129.53	35,136,129.53	35,136,129.53	52.65	1	1	0.237	0.240
Passbook/Checking Accounts	10,272,372.65	10,272,372.65	10,272,372.65	15.39	1	1	0.332	0.337
Local Government Bonds	3,135,000.00	3,240,089.75	3,127,608.70	4.69	1,489	659	4.561	4.624
Medium Term Notes	1,000,000.00	973,835.00	1,004,165.62	1.50	1,694	1,552	1.233	1.250
Federal Agency Issues - Coupon	10,000,000.00	9,811,390.00	10,000,000.00	14.98	1,826	1,677	1.336	1.354
Negotiable CDs	4,227,000.00	4,224,062.09	4,227,000.00	6.33	1,633	1,285	1.183	1.200
	<b>66,741,502.18</b>	<b>66,667,975.01</b>	<b>66,738,276.50</b>	<b>100.00%</b>	<b>535</b>	<b>412</b>	<b>0.752</b>	<b>0.762</b>
<b>Investments</b>								
<b>Cash and Accrued Interest</b>								
Accrued Interest at Purchase		11,320.83	11,320.83					
Subtotal		11,320.83	11,320.83					
<b>Total Cash and Investments</b>	<b>66,741,502.18</b>	<b>66,679,295.84</b>	<b>66,749,597.33</b>		<b>535</b>	<b>412</b>	<b>0.752</b>	<b>0.762</b>
<b>Total Earnings August 31 Month Ending</b>								
Current Year	40,484.99							
<b>Average Daily Balance</b>	<b>66,248,850.39</b>							
<b>Effective Rate of Return</b>	<b>0.72%</b>							

JUDITH L. OLTMAN, TREASURER

Reporting period 08/01/2013-08/31/2013

Run Date: 10/08/2013 - 14:40

No fiscal year history available

Portfolio COFH  
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PM (PRF\_PM1) SymRept 6.41.202b  
Report Ver. 5.00

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

CUSIP	Investment #	Issuer	Average Balance	Purchase Date	Par Value	Market Value	Book Value	Stated Rate	Moody's	YTM 365	Days to Maturity	Maturity Date
<b>Certificates of Deposit - Bank</b>												
SYS3124	3124	Ally Bank		07/30/2010	247,000.00	256,011.47	247,000.00	2.450		2.450	697	07/30/2015
SYS3138	3138	AMERICAN EXPRESS CENTURIAN		08/25/2011	248,000.00	249,754.92	248,000.00	1.150		1.150	358	08/25/2014
06740KEX1	3146	BARCLAYS BANK DE		12/07/2011	247,000.00	253,567.51	247,000.00	1.900		1.900	1,193	12/07/2016
SYS3130	3130	BMW BANK OF NORTH AMERICA, UT		10/22/2010	248,000.00	251,126.09	248,000.00	1.550		1.550	416	10/22/2014
SYS3128	3128	BANK OF HEMET		09/06/2010	247,000.00	247,000.00	247,000.00	1.600		1.600	5	09/06/2013
SYS3144	3144	BANK OF THE WEST		10/12/2011	249,000.00	254,719.46	249,000.00	1.750		1.750	1,137	10/12/2016
SYS3129	3129	BANK OF HEMET		09/06/2010	247,000.00	247,000.00	247,000.00	1.600		1.600	5	09/06/2013
SYS3136	3136	CIT BANK		08/24/2011	247,000.00	253,310.87	247,000.00	1.800		1.800	1,088	08/24/2016
SYS3142	3142	COMPASS BANK		09/14/2011	248,000.00	248,000.00	248,000.00	0.850		0.850	15	09/16/2013
SYS3134	3134	DISCOVER BANK		08/24/2011	248,000.00	248,000.00	248,000.00	1.050		1.050	358	08/25/2014
36160WVR7	3132	G.E. Capital Financial, Inc.		08/12/2011	247,000.00	253,605.67	247,000.00	1.850		1.850	1,076	08/12/2016
SYS3140	3140	GOLDMAN SACHS		08/31/2011	248,000.00	248,000.00	248,000.00	1.200		1.200	366	09/02/2014
<b>Subtotal and Average</b>			<b>2,971,000.00</b>		<b>2,971,000.00</b>	<b>3,010,095.99</b>	<b>2,971,000.00</b>			<b>1.562</b>	<b>559</b>	
<b>Managed Pool Accounts</b>												
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	
<b>Subtotal and Average</b>			<b>35,136,129.53</b>		<b>35,136,129.53</b>	<b>35,136,129.53</b>	<b>35,136,129.53</b>			<b>0.240</b>	<b>1</b>	
<b>Passbook/Checking Accounts</b>												
SYS5009	5009	BANK OF NEW YORK			2,419,958.98	2,419,958.98	2,419,958.98			0.000	1	
SYS5001	5001	Citibank			3,194,674.39	3,194,674.39	3,194,674.39	0.450		0.450	1	
SYS5003	5003	CITIBANK			0.00	0.00	0.00	3.050		3.050	1	
SYS5004	5004	CITIBANK3			4,257,739.28	4,257,739.28	4,257,739.28	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	
<b>Subtotal and Average</b>			<b>11,057,215.59</b>		<b>10,272,372.65</b>	<b>10,272,372.65</b>	<b>10,272,372.65</b>			<b>0.337</b>	<b>1</b>	
<b>Local Government Bonds</b>												
423542KL2	5006	HEMET UNIFIED SCHOOL DISTRICT		07/22/2010	2,000,000.00	2,076,680.00	1,992,580.10	5.375		5.609	668	07/01/2015
509896AC0	5007	Lake Hemet Municipal Water Dis		10/07/2010	140,000.00	140,022.40	140,028.60	3.000		2.153	9	09/10/2013
533020DC4	5012	CITY OF LINCOLN		03/02/2013	995,000.00	1,023,387.35	995,000.00	3.000		3.000	731	09/02/2015
<b>Subtotal and Average</b>			<b>3,127,495.53</b>		<b>3,135,000.00</b>	<b>3,240,089.75</b>	<b>3,127,608.70</b>			<b>4.624</b>	<b>659</b>	

Portfolio COFH

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

CUSIP	Investment #	Issuer	Average Balance	Purchase Date	Par Value	Market Value	Book Value	Stated Rate	Moody's	YTM 365	Days to Maturity	Maturity Date
<b>Medium Term Notes</b>												
68389XAN5	5010	ORACLE		03/28/2013	500,000.00	486,850.00	501,001.72	1.200		1.150	1,505	10/15/2017
94974BFG0	5013	WELLS FARGO		04/26/2013	500,000.00	486,985.00	503,163.90	1.500		1.350	1,598	01/16/2018
<b>Subtotal and Average</b>			<b>1,004,203.28</b>		<b>1,000,000.00</b>	<b>973,835.00</b>	<b>1,004,165.62</b>			<b>1.250</b>	<b>1,552</b>	
<b>Federal Agency Issues - Coupon</b>												
3133ECTK0	2264	FEDERAL FARM CREDIT BANKS		07/02/2013	500,000.00	501,290.00	500,000.00	2.200		2.200	1,765	07/02/2018
3133ECV43	2266	FEDERAL FARM CREDIT BANKS		07/23/2013	500,000.00	497,320.00	500,000.00	1.930		1.930	1,786	07/23/2018
313381MV4	2254	FEDERAL HOME LOAN BANK		01/17/2013	500,000.00	487,180.00	500,000.00	1.050		1.050	1,599	01/17/2018
313383GY1	2261	FEDERAL HOME LOAN BANK		06/13/2013	500,000.00	485,375.00	500,000.00	1.170		1.170	1,746	06/13/2018
313383JZ53	2263	FEDERAL HOME LOAN BANK		06/27/2013	500,000.00	488,850.00	500,000.00	1.450		1.450	1,760	06/27/2018
3134G37C8	2256	FEDERAL HOME LOAN MTG ASSOC.		04/17/2013	500,000.00	484,910.00	500,000.00	1.100		1.100	1,689	04/17/2018
3134G37H7	2257	FEDERAL HOME LOAN MTG ASSOC.		04/25/2013	500,000.00	485,685.00	500,000.00	1.150		1.150	1,697	04/25/2018
3134G47G7	2262	FEDERAL HOME LOAN MTG ASSOC.		06/26/2013	500,000.00	489,130.00	500,000.00	1.400		1.400	1,759	06/26/2018
3134G4BG2	2265	FEDERAL HOME LOAN MTG ASSOC.		07/17/2013	500,000.00	491,650.00	500,000.00	1.550		1.550	1,780	07/17/2018
3134G4E79	2267	FEDERAL HOME LOAN MTG ASSOC.		08/14/2013	500,000.00	497,710.00	500,000.00	2.000		2.000	1,808	08/14/2018
3134G4EW4	2269	FEDERAL HOME LOAN MTG ASSOC.		08/29/2013	500,000.00	497,285.00	500,000.00	2.000		2.000	1,821	08/27/2018
3136G0GA3	2249	FEDERAL NTL MORTGAGE ASSOC.		05/16/2012	500,000.00	497,400.00	500,000.00	1.200		1.200	1,353	05/16/2017
3136G0NY3	2251	FEDERAL NTL MORTGAGE ASSOC.		06/27/2012	500,000.00	493,460.00	500,000.00	1.050		1.050	1,395	06/27/2017
3135G0NF6	2252	FEDERAL NTL MORTGAGE ASSOC.		08/21/2012	500,000.00	490,915.00	500,000.00	1.000		1.000	1,450	08/21/2017
3136G04U2	2253	FEDERAL NTL MORTGAGE ASSOC.		11/29/2012	500,000.00	488,625.00	500,000.00	1.000		1.000	1,550	11/29/2017
3135G0UN1	2255	FEDERAL NTL MORTGAGE ASSOC.		02/28/2013	500,000.00	487,700.00	500,000.00	1.150		1.146	1,641	02/28/2018
3135G0WN9	2258	FEDERAL NTL MORTGAGE ASSOC.		04/30/2013	500,000.00	482,800.00	500,000.00	1.000		1.000	1,702	04/30/2018
3136G1LB3	2259	FEDERAL NTL MORTGAGE ASSOC.		04/30/2013	500,000.00	484,010.00	500,000.00	0.700		0.700	1,702	04/30/2018
3135G0XG3	2260	FEDERAL NTL MORTGAGE ASSOC.		05/21/2013	500,000.00	483,335.00	500,000.00	1.000		1.000	1,723	05/21/2018
3136G1SB6	2268	FEDERAL NTL MORTGAGE ASSOC.		08/28/2013	500,000.00	496,760.00	500,000.00	2.000		1.990	1,822	08/28/2018
<b>Subtotal and Average</b>			<b>8,903,225.81</b>		<b>10,000,000.00</b>	<b>9,811,390.00</b>	<b>10,000,000.00</b>			<b>1.354</b>	<b>1,677</b>	
<b>Negotiable CDs</b>												
02437PAG8	3173	AMERICAN NATIONAL BANK DALLAS		08/12/2013	500,000.00	500,000.00	500,000.00	1.250		1.281	1,441	08/12/2017
856284-E3-4	3147	BANK OF INDIA NEW YORK		04/27/2012	248,000.00	254,976.56	248,000.00	2.000		2.000	1,334	04/27/2017
106895AY1	3161	BREMER BANK GRAND FORKS, MN		06/22/2012	249,000.00	248,145.76	249,000.00	1.200		1.217	1,390	06/22/2017
10700QBC7	3160	BREMER BANK OF MOORHEAD ND		06/22/2012	249,000.00	248,145.76	249,000.00	1.200		1.217	1,390	06/22/2017
107003AK1	3162	BREMER BANK NA		06/28/2012	249,000.00	248,142.20	249,000.00	1.200		1.217	1,396	06/28/2017
17037TDV6	3169	CHOICE FINANCIAL GROUP		11/20/2012	248,000.00	243,284.50	248,000.00	1.000		1.000	1,541	11/20/2017
20033AAG13	3168	COMENITY CAPITAL BANK		10/25/2012	249,000.00	245,173.17	249,000.00	1.050		1.065	1,515	10/25/2017
29976DNY2	3166	EVERBANK		10/15/2012	248,000.00	248,000.00	248,000.00	1.000		1.000	1,506	10/16/2017

Portfolio COFH

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

CUSIP	Investment #	Issuer	Average Balance	Purchase Date	Par Value	Market Value	Book Value	Stated Rate	Moody's	YTM 365	Days to Maturity	Maturity Date
<b>Negotiable CDs</b>												
373128DS3	3167	GEORGIA BANK AND TRUST		10/17/2012	249,000.00	244,686.45	249,000.00	1.000		1.014	1,507	10/17/2017
36159CRZ1	3126	GE Money Bank		07/30/2010	247,000.00	255,773.32	247,000.00	2.400		2.400	697	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	1,610	01/28/2018
7865803L2	3164	SAFRA NATIONAL BANK		09/27/2012	249,000.00	249,000.00	249,000.00	0.800		0.800	757	09/28/2015
795450NR2	3163	SALLIE MAE		07/25/2012	248,000.00	248,000.00	248,000.00	1.200		1.200	694	07/27/2015
84603M2W5	3165	SOVEREIGN BANK		10/03/2012	249,000.00	249,797.10	249,000.00	0.750		0.750	397	10/03/2014
909557CL2	3170	United Bankers' Bank		11/29/2012	249,000.00	244,937.27	249,000.00	1.100		1.115	1,550	11/29/2017
94986TMF1	3172	WELLS FARGO		03/28/2013	248,000.00	248,000.00	248,000.00	1.000		1.000	1,669	03/28/2018
<b>Subtotal and Average</b>			<b>4,049,580.65</b>		<b>4,227,000.00</b>	<b>4,224,062.09</b>	<b>4,227,000.00</b>			<b>1.200</b>	<b>1,285</b>	
<b>Total and Average</b>			<b>66,248,850.39</b>		<b>66,741,502.18</b>	<b>66,667,975.01</b>	<b>66,738,276.50</b>			<b>0.762</b>	<b>412</b>	

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

CUSIP	Investment #	Issuer	Average Balance	Purchase Date	Par Value	Market Value	Book Value	Stated Rate	Moody's	YTM 365	Days to Maturity
		<b>Average Balance</b>	<b>0.00</b>	Accrued Interest at Purchase		11,320.83	11,320.83				<b>0</b>
				Subtotal		11,320.83	11,320.83				
		<b>Total Cash and Investmentss</b>	<b>66,248,850.39</b>		<b>66,741,502.18</b>	<b>66,679,295.84</b>	<b>66,749,597.33</b>			<b>0.762</b>	<b>412</b>

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

Issuer	CUSIP	Investment #	Security Type	Par Value	Current Rate			Interest		Variance							
						Date Due	Date Received	Amount Due	Amount Received								
AMERICAN EXPRESS CENTURIAN	SYS3138	3138	BCD	248,000.00	1.150	08/25/2013	08/27/2013	1,426.00	1,414.28	-11.72							
								<b>Subtotal</b>	<b>1,426.00</b>	<b>1,414.28</b>							
BANK OF HEMET	SYS3128	3128	BCD	247,000.00	1.600	08/06/2013	08/07/2013	335.65	335.65	-							
								<b>Subtotal</b>	<b>335.65</b>	<b>335.65</b>							
BANK OF THE WEST	SYS3144	3144	BCD	249,000.00	1.750	08/12/2013	08/13/2013	370.09	370.09	-							
								<b>Subtotal</b>	<b>370.09</b>	<b>370.09</b>							
BANK OF HEMET	SYS3129	3129	BCD	247,000.00	1.600	08/06/2013	08/07/2013	335.65	335.65	-							
								<b>Subtotal</b>	<b>335.65</b>	<b>335.65</b>							
BREMER BANK GRAND FORKS, MN	106895AY1	3161	NC2	249,000.00	1.200	08/22/2013	08/26/2013	257.30	253.78	-3.52							
								<b>Subtotal</b>	<b>257.30</b>	<b>253.78</b>							
BREMER BANK OF MOORHEAD ND	10700QBC7	3160	NC2	249,000.00	1.200	08/22/2013	08/26/2013	257.30	253.78	-3.52							
								<b>Subtotal</b>	<b>257.30</b>	<b>253.78</b>							
BREMER BANK NA	107003AK1	3162	NC2	249,000.00	1.200	08/28/2013	08/29/2013	257.30	253.78	-3.52							
								<b>Subtotal</b>	<b>257.30</b>	<b>253.78</b>							
CIT BANK	SYS3136	3136	BCD	247,000.00	1.800	08/24/2013	08/27/2013	2,223.00	2,204.73	-18.27							
								<b>Subtotal</b>	<b>2,223.00</b>	<b>2,204.73</b>							
COMENITY CAPITAL BANK	20033AAG13	3168	NC2	249,000.00	1.050	08/25/2013	08/27/2013	225.14	222.05	-3.09							
								<b>Subtotal</b>	<b>225.14</b>	<b>222.05</b>							
DISCOVER BANK	SYS3134	3134	BCD	248,000.00	1.050	08/24/2013	08/27/2013	1,302.00	1,291.30	-10.70							
								<b>Subtotal</b>	<b>1,302.00</b>	<b>1,291.30</b>							
FEDERAL NTL MORTGAGE ASSOC.	3135G0NF6	2252	FAC	500,000.00	1.000	08/21/2013	08/22/2013	2,500.00	2,500.00	-							
								3135G0UN1	2255	FAC	500,000.00	1.150	08/31/2013	08/29/2013	2,875.00	2,875.00	-
															<b>Subtotal</b>	<b>5,375.00</b>	<b>5,375.00</b>

Portfolio COFH  
AP

**CITY OF HEMET**  
**Received Interest**  
**Received August 1, 2013 - August 31, 2013**

Issuer	CUSIP	Investment #	Security Type	Par Value	Current Rate	Date Due	Date Received	Interest		Variance
								Amount Due	Amount Received	
G.E. Capital Financial, Inc.	36160WVR7	3132	BCD	247,000.00	1.850	08/12/2013	08/13/2013	2,284.75	2,265.97	-18.78
							<b>Subtotal</b>	<b>2,284.75</b>	<b>2,265.97</b>	
GEORGIA BANK AND TRUST	373128DS3	3167	NC2	249,000.00	1.000	08/17/2013	08/20/2013	214.42	211.48	-2.94
							<b>Subtotal</b>	<b>214.42</b>	<b>211.48</b>	
<b>Total</b>								<b>14,863.60</b>	<b>14,787.54</b>	
<b>Total Cash Overpayment</b>								<b>0.00</b>		
<b>Total Cash Shortfall</b>								<b>-76.06</b>		

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

Issuer	CUSIP	Investment #	Security Type	Par Value	Current Rate	Interest	
						Date Received	Amount Received
<b>Cash Accounts</b>							
BANK OF NEW YORK	SYS5009	5009	PA1	2,419,958.98		08/06/2013	37.87
						<b>Subtotal</b>	<b>37.87</b>
Citibank	SYS5001	5001	PA1	3,194,674.39	0.450	08/30/2013	420.85
						<b>Subtotal</b>	<b>420.85</b>
CITIBANK3	SYS5004	5004	PA1	4,257,739.28	0.450	08/30/2013	477.66
						<b>Subtotal</b>	<b>477.66</b>
						<b>Total</b>	<b>936.38</b>

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

[www.treasurer.ca.gov/pmin](http://www.treasurer.ca.gov/pmin)  
-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

August 2013 Statement

Account Summary

Total Deposit:	0.00	Beginning Balance:	35,134,253.54
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](http://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

August 2013 Statement

Account Summary

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

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

Date	Activity	98510810 496-1502 Interest Fund	98510811 Principal Fund	98510812 Sinking Fund	98510813 496-1503 Reserve Fund	98510814 Redemption Fund	98510815 390-1502 Cost of Issuance	RDA 390-1503 Acquisition Fund	TOTAL All Accounts
7/31/2013	Interest								0.00
	Interfund transfer								0.00
	Debt Service from City of Hemet								0.00
	Debt Service Payment								0.00
	BALANCE	0.00	0.00	0.00	605,149.30	0.00	0.00	(0.00)	605,149.30
8/31/2013	Interest								0.00
	Interfund transfer								0.00
	Debt Service from City of Hemet								0.00
	Debt Service Payment								0.00
	BALANCE	0.00	0.00	0.00	605,149.30	0.00	0.00	(0.00)	605,149.30
	First American Treas Oblig CL D Corp Tr		605,149.30						
	Money Market/RDA		<u>605,149.30</u>						
				0.00					

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

Date	Activity	98510818	98510819		98510816	98510815	98510817	RDA	TOTAL
		496-1504 Interest Fund	Principal Fund	Sinking Fund	496-1506 Reserve Fund	Redemption Fund	389-1502 Cost of Issuance	389-1503 Acquisition Fund	
7/31/2013	Interest								0.00
	Interfund transfer								0.00
	Debt Service from City of Hemet								0.00
	Debt Service Pmt								0.00
	BALANCE	0.00	0.00	0.00	475,474.45	0.00	(0.00)	0.00	475,474.45
8/31/2013	Interest								0.00
	Interfund transfer								0.00
	Debt Service from City of Hemet								0.00
	Debt Service Pmt								0.00
	BALANCE	0.00	0.00	0.00	475,474.45	0.00	(0.00)	0.00	475,474.45
	First American Treas Oblig CL D Corp Tr		475,474.45						
	LAIF/RDA		0.00						
			<u>475,474.45</u>						
			0.00						





## Staff Report

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TO: Honorable Mayor and Members of the City Council

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

DATE: October 22, 2013

RE: Warrant Register

The City of Hemet's warrant registers dated October 2, 2013 and October 3, 2013 are currently posted on the City's website in the Finance Department section, under *Financial Information*. Payroll for the period of September 16, 2013 to September 29, 2013 was \$647,253.06.

### CLAIMS VOUCHER APPROVAL

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

Respectfully submitted,

Rita Conrad  
Deputy City Manager/Administrative Services

RC: mh

CITY OF HEMET  
VOUCHER/WARRANT REGISTER  
FOR ALL PERIODS

CLAIMS VOUCHER APPROVAL

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

RITA CONRAD  
DEPUTY CITY MANAGER/ADMINISTRATIVE SERVICES



## Staff Report

TO: Honorable Mayor and Members of the Hemet City Council

FROM: David Brown, Chief of Police  
Ronald E. Bradley, Interim City Manager *RB*

DATE: October 22, 2013

RE: Acceptance of 2013 CA Office of Traffic Safety – Selective Traffic Enforcement Grant in the amount of \$96,337

### **RECOMMENDED ACTION:**

Accept the 2013/14 California State Office of Traffic Safety (OTS) Grant in the amount of \$96,337. Upon receipt of the award, direct the Finance Department to establish an expenditure account and budget for the grant performance period.

### **BACKGROUND:**

The California Office of Traffic Safety awards federal National Highway Traffic Safety Administration funds on a competitive basis to state and local jurisdictions under the Selective Traffic Enforcement Program. The police department submitted a competitive grant application and has been awarded a significant grant award, in the amount of \$96,337 for the state's 2013/14 fiscal year, beginning in October.

### **ANALYSIS:**

In spite of a continuing reduction in injury and DUI traffic collisions over the past 4 years, the City of Hemet continues to be ranked #1 (worst) out of 103 comparable California jurisdictions for total injury collisions by daily vehicle miles traveled. This ranking is a factor of "daily vehicle miles traveled" as determined by Cal Trans, and the number of collisions per 1,000 daily vehicle miles traveled. In light of these rankings, the Hemet Police Department prepared a grant application that includes strategic and targeted enforcement activities aimed at reducing the number of injury and DUI collisions.

The award includes funding for overtime and training in best practices for reducing injury and impaired-driving traffic collisions. The grant objectives will include a public education campaign, basic and advanced field sobriety test training, DUI saturation patrols, motorcycle safety and distracted driving enforcement operations, warrant sweeps, directed enforcement into traffic violations that cause the most Hemet collisions, and surveillance programs that target repeat DUI offenders.

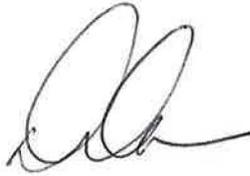
**INTEGRATION OF CITY COUNCIL GOALS:**

Public safety continues to be a top priority of the city council. The acceptance of this grant will enable the police department to enhance public safety by reducing the number of injury and DUI-related traffic collisions.

**FISCAL IMPACT:**

No additional impact to the general fund. No local match is required and grant administration is handled as a collateral duty with existing personnel.

Respectfully submitted,



David Brown  
Chief of Police

Fiscal Review:



Rita Conrad  
Deputy City Manager/  
Administrative Services

EFFECTIVE DATE OF AGREEMENT: <u>10/1/2013</u>	GRANTEE <u>CITY OF HEMET</u>	GRANT NO. <u>PT1475</u>
3. Fin Action No. <u>1</u> Date: <u>8/22/2013</u>	10. TYPE OF AGREEMENT	Initial <input checked="" type="checkbox"/> Revision <input type="checkbox"/> Cont. <input type="checkbox"/>
Revision No. _____ Date: _____	PAID MEDIA _____ PROGRAM INCOME _____	TASK NO. <u>2</u> F.F.Y. <u>2014</u>

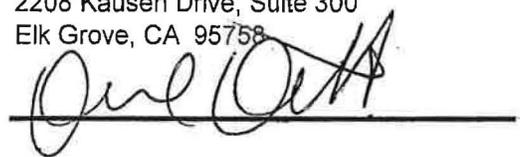
3. Action Taken

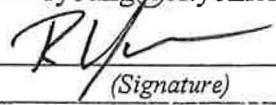
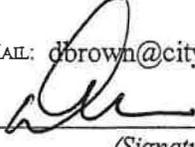
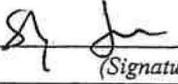
Initial approval of 2014 HSP funds obligated.

11. FUNDING DISPOSITION & STATUS	
Fiscal Year	Amount
<u>2013-14</u>	96,337.00
_____	
_____	
Total	96,337.00
Obligated This Action	96,337.00
Previously Obligated	0.00
Total Amount Obligated	96,337.00
Amount Suspended	0.00
<b>TOTAL FUNDS PROGRAMMED</b>	<b>96,337.00</b>

FUNDING DETAIL				
FUND	CFDA	ITEM/APPROPRIATION	FY	AMOUNT
164AL	20.608	2700-0890-101(21/12)	2012-13	\$ 41,744.00
402PT	20.600	2700-0890-101(21/12)	2012-13	\$ 54,593.00

12. BUDGET SUMMARY (From Schedule B Detail) - FISCAL YEAR GRANT PERIOD ENDING:				9/30/2014
COST CATEGORY	2013-14 GRANT PERIOD	PRIOR GRANT	2013-14 TOTAL GRANT	TOTAL GRANT BUDGET ESTIMATE
A. Personnel Costs	92,055.00	0.00	92,055.00	92,055.00
B. Travel Expenses	4,282.00	0.00	4,282.00	4,282.00
C. Contractual Services	0.00	0.00	0.00	0.00
D. Equipment	0.00	0.00	0.00	0.00
E. Other Direct Costs	0.00	0.00	0.00	0.00
F. Indirect Costs	0.00	0.00	0.00	0.00
<b>TOTAL FEDERAL FUNDS</b>	<b>96,337.00</b>	<b>0.00</b>	<b>96,337.00</b>	<b>96,337.00</b>

13. GRANT APPROVAL & AUTHORIZATION TO EXPEND OBLIGATED FUNDS	
A. APPROVAL RECOMMENDED BY	B. AGREEMENT & FUNDING AUTHORIZED BY
<b>NAME:</b> JANISE TRUELOCK <b>TITLE:</b> Regional Coordinator <b>PHONE:</b> (916) 509-3019 <b>E-MAIL:</b> <a href="mailto:janise.truelock@ots.ca.gov">janise.truelock@ots.ca.gov</a> Office of Traffic Safety 2208 Kausen Drive, Suite 300 Elk Grove, CA 95758	<b>NAME:</b> DAVID DOUCETTE <b>TITLE:</b> Assistant Director, Operations  Office of Traffic Safety 2208 Kausen Drive, Suite 300 Elk Grove, CA 95758
Signature 	Signature 

<b>1. GRANT TITLE</b> Selective Traffic Enforcement Program	
<b>2. NAME OF APPLICANT AGENCY</b> City of Hemet	<b>4. GRANT PERIOD</b> From: 10/1/13 To: 9/30/14
<b>3. AGENCY UNIT TO HANDLE GRANT</b> Police Department	
<b>5. GRANT DESCRIPTION</b> To reduce the number of persons killed and injured in crashes involving alcohol, speed, red light running, and other primary collision factors, "best practice" strategies will be conducted on an overtime basis. The funded strategies may include: DUI saturation patrols to apprehend drunk drivers; and a "HOT Sheet" program. The program may also concentrate on speed, aggressive driving, seat belt enforcement, intersection operations with disproportionate numbers of traffic crashes, and special enforcement operations encouraging motorcycle safety. These strategies are designed to earn media attention thus enhancing the overall deterrent effect.	
<b>6. FEDERAL FUNDS ALLOCATED UNDER THIS AGREEMENT SHALL NOT EXCEED:</b> \$ 96,337.00	
<b>7. TERMS AND CONDITIONS:</b> The parties agree to comply with the terms and conditions of the following which are by this reference made a part of the Agreement: <ul style="list-style-type: none"> <li>• Schedule A (OTS-38b) – Problem Statement, Goals and Objectives and Method of Procedure</li> <li>• Schedule B (OTS-38d) – Detailed Budget Estimate and Sub-Budget Estimate (if applicable)</li> <li>• Schedule B-1 (OTS-38f) – Budget Narrative and Sub-Budget Narrative (if applicable)</li> <li>• Schedule C (OTS-38g) – Quarterly Evaluation Data Form (if applicable)</li> <li>• Exhibit A – Certifications and Assurances</li> <li>• Exhibit B* - OTS Grant Program Manual</li> </ul> <p>*Items shown with an asterisk (*), are hereby incorporated by reference and made a part of this agreement as if attached hereto. These documents can be viewed at the OTS home web page under Grants: <a href="http://www.ots.ca.gov">www.ots.ca.gov</a>.</p> <p>We, the officials named below, hereby swear under penalty of perjury under the laws of the State of California that we are duly authorized to legally bind the Grant recipient to the above described Grant terms and conditions.</p> <p>IN WITNESS WHEREOF, this Agreement has been executed by the parties hereto.</p>	
<b>8. APPROVAL SIGNATURES</b>	
<b>A. GRANT DIRECTOR</b> NAME: Randy Young                      PHONE: 951 765-3725 TITLE: Sergeant                              FAX: 951 765-2412  ADDRESS: 450 E Latham Ave Hemet, CA 92543  E-MAIL: ryoung@cityofhemet.org   _____ 8-14-13 (Signature)                                      (Date)	<b>B. AUTHORIZING OFFICIAL OF APPLICANT AGENCY</b> NAME: David M Brown                      PHONE: 951 765-2430 TITLE: Chief of Police                              FAX: 951 765-2412  ADDRESS: 450 E Latham Ave Hemet, CA 92543  E-MAIL: dbrown@cityofhemet.org   _____ 8/13/13 (Signature)                                      (Date)
<b>C. FISCAL OR ACCOUNTING OFFICIAL</b> NAME: Shirley Johnson                      PHONE: 951 765-2409 TITLE: Management Assistant                      FAX: 951 765-2412 ADDRESS: 450 E Latham Ave Hemet, CA 92543  E-MAIL: sgjohnson@cityofhemet.org   _____ 8/13/13 (Signature)                                      (Date)	<b>D. OFFICE AUTHORIZED TO RECEIVE PAYMENTS</b> NAME: Hemet Police Department ADDRESS: 450 E Latham Ave Hemet, CA 92543  <b>9. DUNS NUMBER</b> DUNS #: 094715349 REGISTERED ADDRESS & ZIP: 445 E Florida Ave Hemet, CA 92543

**GRANTS MADE EASY – STEP (Overtime Only)**

**SCHEDULE A - GRANT DESCRIPTION**

Grant No. PT1475

Page 1

**PROBLEM STATEMENT**

In 2011, California’s traffic fatalities increased 2.6 percent (2,720 vs. 2,791) – still one of the lowest levels since the federal government began recording traffic fatalities in 1975. California 2011 Mileage Death Rate (MDR) – fatalities per 100 million miles traveled - is 0.87, and marks the third time California has been below 1.0. California is much better than the national 1.11 MDR. Fatality rates increased 3% from 2010 to 2011, and are projected to increase an additional 3% in 2012.

Alcohol-impaired driving fatalities (fatalities in crashes involving a driver or motorcycle rider (operator) with a blood alcohol concentration (BAC) of 0.08 grams per deciliter (g/dL) or greater) matches our historic low of 774 in 2010 and 2011. The 774 figure is the lowest DUI death total ever. As a percent of total fatalities, alcohol-impaired fatalities decreased from 29 percent in 2010 to 28 percent in 2011. This number has remained virtually unchanged in the past five years and DUI arrests have dropped in 2011 to 180,212 as compared to 195,897 in 2010. The 2011 DUI arrest figure represents the lowest DUI arrests since 2002.

For the second year in row, OTS commissioned an observational survey of cell phone use by drivers within the state, looking for hand-held and hands-free talking as well as texting and other use of mobile devices while driving. The overall rate was 10.8 percent of drivers on the road using cell phones at any given daylight time, up from 7.3 percent in 2011. Although observed cell phone use increases were seen across all age groups, 16 to 25 year olds showed a dramatic rise, doubling from 9 percent to 18 percent.

The problem of drugged driving continues to rise. Based on data from the National Highway Traffic Safety Administration, 30 percent of all drivers who were killed in motor vehicle crashes in California in 2011 tested positive for legal and/or illegal drugs, a percentage that has been increasing since 2006.

Motorcycle fatalities increased 15 percent from 352 in 2010 to 414 in 2011. Projections indicate a similar number were killed in 2012.

**Primary Collision Factor:** Over the years, approximately 60 to 75 percent of fatal and injury-combined collisions involved various Primary Collision Factors (PCF) such as, DUI, speed, right-of-way, traffic signals and signs, pedestrian violations, and improper turning.

Statewide Primary Collision Factors	2010	
	Fatal	Injury
1. Improper Turning	512	21,764
2. Driving Under the Influence	470	12,477
3. Speed	394	48,999
4. Traffic Signals & Signs	362	5,460
5. Right of Way	167	24,897
<b>Total</b>	<b>1,905</b>	<b>113,597</b>
<b>Total Fatal and Injury Collisions</b>	<b>162,569</b>	

GRANTS MADE EASY – STEP (Overtime Only)  
 SCHEDULE A - GRANT DESCRIPTION  
 Grant No. PT1475  
 Page 2

Collision Type	2008				2009				2010			
	Collisions		Victims		Collisions		Victims		Collisions		Victims	
Fatal	7		8		7		7		6		7	
Injury	356		575		336		536		277		436	
	Fatal	Injury	Killed	Injured	Fatal	Injury	Killed	Injured	Fatal	Injury	Killed	Injured
Alcohol Involved	4	45	5	74	2	33	2	58	3	35	4	63
Hit & Run	1	35	1	52	1	27	1	46	0	23	0	29
Nighttime (2100-0259 hours)	2	34	2	48	1	31	1	52	2	41	3	68
<b>Top 3 Primary Collision Factors.</b>									Fatal	Injury	Killed	Injured
#1 – CVC	Right-of-Way								0	64	0	109
#2 – CVC	Unsafe Speed								2	58	2	93
#3 – CVC	Signs/Signals								1	37	1	66

**OFFICE OF TRAFFIC SAFETY – 2010 RANKINGS**

The OTS Rankings provide individual cities a way to compare their city’s traffic safety statistics to those of other cities with similar-sized populations. Cities can use these comparisons to see what traffic safety areas they may have problems in and which they were doing well in. Identifying emerging or on-going traffic safety problem areas help cities plan how to combat the problems.

It should be noted that OTS rankings are only indicators of potential problems; there are many factors that may either understate or overstate a city/county ranking that must be evaluated based on local circumstances.

The OTS Rankings are determined by the following: (1) Victim and collision data for the rankings is taken from the latest available California Highway Patrol (CHP) Statewide Integrated Traffic Records System (SWITRS) data; (2) Victim and collision rankings are based on rates of victims killed and injured or fatal and injury collisions per “1,000 daily-vehicle-miles-of-travel” (Caltrans data) and per “1,000 average population” (Department of Finance data) figures. This more accurately ensures proper weighting and comparisons when populations and daily vehicle miles traveled vary; (3) DUI arrest totals and rankings are calculated for cities only and are based on rates of non-CHP DUI arrests (Department of Justice data). This is so that local jurisdictions can see how their own efforts are working; and (4) Counties are assigned statewide rankings, while cities are assigned population group rankings.

NOTE: City rankings are for incorporated cities only. County Rankings include all roads – state, county and local – and all jurisdictions – CHP, Sheriff, Police and special. OTS Rankings are calculated so that the higher the number of victims or collisions per 1000 residents in a population group, the higher the ranking. Number 1 in the rankings is the highest, or “worst.” So, for Group B, a ranking of 1/53 is the highest or worst, 27/53 is average, and 53/53 is the lowest or best. The same methodology also applies for DUI arrest rankings.

GRANTS MADE EASY – STEP (Overtime Only)  
 SCHEDULE A - GRANT DESCRIPTION  
 Grant No. PT1475  
 Page 3

**OFFICE OF TRAFFIC SAFETY - 2010 RANKINGS**

AGENCY	NCIC	COUNTY	GROUP	POPULATION (AVG)	DVMT
Hemet	3308	RIVERSIDE COUNTY	C	78,971	507,424
<u>TYPE OF COLLISION</u>	VICTIMS KILLED AND INJURED		RANKING BY DAILY VEHICLE MILES TRAVELED	RANKING BY AVERAGE POPULATION	
Total Fatal and Injury	454		1/103	13/103	
Alcohol Involved	71		1/103	4/103	
HBD Driver <21	6		8/103	19/103	
HBD Driver 21-34	29		1/103	1/103	
Motorcyclists	12		13/103	34/103	
Pedestrians	34		8/103	12/103	
Pedestrians <15	6		14/103	32/103	
Pedestrians 65+	5		8/103	18/103	
Bicyclists	35		12/103	22/103	
Bicyclists <15	9		3/103	7/103	
Composite			1/103	10/103	
<b>COLLISIONS</b>					
Speed Related	69		8/103	24/103	
Nighttime	39		1/103	10/103	
Hit and Run	24		16/103	25/103	
DUI ARRESTS	198	0.42 %	38/103		

**PERFORMANCE MEASURES**

**GRANT GOALS**

1. To reduce the number of persons killed in traffic collisions.
2. To reduce the number of persons injured in traffic collisions.
3. To reduce the number of persons killed in alcohol-involved collisions.
4. To reduce the number of persons injured in alcohol-involved collisions.
5. To reduce the number of persons killed in drug-involved collisions.
6. To reduce the number of persons injured in drug-involved collisions.
7. To reduce hit & run fatal collisions.
8. To reduce hit & run injury collisions.
9. To reduce nighttime (2100 – 0259 hours) fatal collisions.

**GRANTS MADE EASY – STEP (Overtime Only)**  
**SCHEDULE A - GRANT DESCRIPTION**  
Grant No. PT1475  
Page 4

10. To reduce nighttime (2100 – 0259 hours) injury collisions.

**GRANT OBJECTIVES**

1. To issue a press release announcing the kick-off of the grant by November 15 of the first grant year. The press releases and media advisories, alerts, and materials should be emailed to the OTS Public Information Officer at [pio@ots.ca.gov](mailto:pio@ots.ca.gov), and copied to your OTS Coordinator, for approval 14 days prior to the issuance date of the release.
2. To include, when appropriate, that an at-fault driver was suspected of or was in fact drug impaired (if possible note the drug involved, e.g., marijuana, prescription drugs, etc.) when reporting to the media the details from a crash or crash investigation.
3. To send all grant-related activity press releases, media advisories, alerts and general public materials to the OTS Public Information Officer (PIO) at [pio@ots.ca.gov](mailto:pio@ots.ca.gov), with a copy to your OTS Coordinator. If an OTS template-based press release is used, the OTS PIO and OTS Coordinator should be copied when the release is distributed to the press. If an OTS template is not used, or is substantially changed, a draft press release should first be sent to the OTS PIO for approval. Drafts should be sent 10-20 days prior to the operation for approval to ensure adequate turn-around time. Media communications reporting the results of grant activities such as ENFORCEMENT OPERATIONS are exempt from the recommended advance approval process, but still should be copied to the OTS PIO and OTS Coordinator when the release is distributed to the press. Activities such as warrant or probation sweeps and court stings that could be compromised by advanced publicity are exempt from pre-publicity, but are encouraged to offer embargoed media coverage and to report the results.
4. To use the following standard language in all press, media, and printed materials: Funding for this program was provided by a grant from the California Office of Traffic Safety, through the National Highway Traffic Safety Administration.
5. To email the OTS Public Information Officer at [pio@ots.ca.gov](mailto:pio@ots.ca.gov), and copy your OTS Coordinator, at least 30 days in advance a short description of any significant grant related traffic safety event or program so OTS has enough notice to arrange for attendance and/or participation in the event.
6. To submit a draft or rough-cut of all printed or recorded material (brochures, posters, scripts, artwork, trailer graphics, etc.) to the OTS Public Information Officer at [pio@ots.ca.gov](mailto:pio@ots.ca.gov), and copied to your OTS Coordinator, for approval 14 days prior to the production or duplication.
7. To include the OTS logo, space permitting, on grant funded print materials; consult your OTS Coordinator for specifics relating to this grant.
8. To develop and/or maintain a “Hot Sheet” program to notify patrol and traffic officers to be on the lookout for identified repeat DUI offenders with a suspended or revoked license as a result of DUI convictions by December 31. Updated Hot Sheets should be distributed to patrol and traffic officers monthly.

GRANTS MADE EASY – STEP (Overtime Only)

SCHEDULE A - GRANT DESCRIPTION

Grant No. PT1475

Page 5

9. To submit (encouraged, but not required by OTS) a California Law Enforcement Challenge application to CHP according to instructions on the CHP website <http://www.chp.ca.gov/features/clec.html> and submit a copy of the application to the Office of Traffic Safety by the last Friday of March.
10. To send 5 law enforcement personnel to the NHTSA-certified Standardized Field Sobriety Testing (SFST) training by January 31.
11. To send 3 law enforcement personnel to the NHTSA Advanced Roadside Impaired Driving Enforcement (ARIDE) 16-hour POST-certified training by January 31.
12. To send 1 law enforcement personnel to the IACP-certified Drug Recognition Expert (DRE) training program by March 31.
13. To conduct 36 DUI Saturation Patrols.
14. To conduct 2 Distracted Driving enforcement operation(s) targeting drivers using hand held cell phones and texting.
15. To conduct 44 Traffic Enforcement operation(s), including but not limited to, primary collision factor violations.
16. To conduct 1 Warrant Service operation(s) targeting multiple DUI offenders who violate probation terms or fail to appear in court.
17. To conduct 1 Stakeout operation(s) that employ police officers to observe the “worst of the worst” repeat DUI offender probationers with suspended or revoked driver licenses.
18. To participate in the National Distracted Driving Awareness Month in April.
19. To participate in the statewide Click It or Ticket mobilization period in May.
20. To collaborate with the county’s “Avoid DUI Coalition” by: participating in all planning and scheduling meetings and MADD/Avoid DUI Seminars; providing your county Avoid Coordinator (Host) with your agency’s schedule of operations that occur during any Avoid operational campaign period; and reporting daily, during holiday Avoid efforts, to the county Avoid Coordinator your agency’s DUI arrests & DUI fatality information for the Avoid media campaign.

*NOTE: Nothing in this “agreement” shall be interpreted as a requirement, formal or informal, that a particular police officer issue a specified or predetermined number of citations in pursuance of the goals and objectives hereunder.*

**METHOD OF PROCEDURE**

**Phase 1 – Program Preparation, Training and Implementation (1<sup>st</sup> Quarter of the Grant Year)**

- The police department will develop operational plans to implement the “best practice” strategies outlined in the objectives section.
- A draft news release will be submitted to OTS to announce the grant program.
- All training needed to implement the program should be conducted this quarter.
- In order to develop/maintain the “Hot Sheets,” research will be conducted to identify the “worst of the worst” repeat DUI offenders with a suspended or revoked license as a result of DUI convictions. The Hot Sheets may include the driver’s name, last known address, DOB, description, current license status, and the number of times suspended or revoked for DUI. Hot Sheets should be updated and distributed to traffic and patrol officers at least monthly.
- Implementation of the STEP program will be accomplished by deploying personnel at high collision locations.

**Phase 2 – Community Awareness (Throughout Grant Period)**

- The police department will work to create media opportunities throughout the grant period to call attention to the innovative program strategies and outcomes.

**Phase 3 – Data Collection & Reporting (Throughout Grant Period)**

- The police department will submit a Quarterly Performance Report (QPR) and a separate quarterly Schedule C within 30 days following each calendar quarter.
- The final QPR, Schedule C, Claim and Executive Summary are due to OTS 30 days following the end of the grant period.
- Reports shall be completed and submitted in accordance with OTS requirements specified in the Grant Program Manual.

**METHOD OF EVALUATION**

Using the data compiled during the grant, the Grant Director will prepare the Executive Summary to accompany the final QPR. The Executive Summary will: (1) briefly state the original problem; (2) specify the most significant goals and objectives; (3) highlight the most significant activities that contributed to the success of the program and the strategies used to accomplish the goals; and (4) describe the program’s accomplishments as they relate to the goals and objectives.

**GRANTS MADE EASY – STEP (Overtime Only)**  
**SCHEDULE A - GRANT DESCRIPTION**  
**Grant No. PT1475**  
**Page 7**

**ADMINISTRATIVE SUPPORT**

This program has full support of the City of Hemet. Every effort will be made to continue the activities after the grant conclusion.

SCHEDULE B  
 DETAILED BUDGET ESTIMATE  
 GRANT NO. PT1475 - Hemet

Fund Number	CFDA #	Program Title		
164AL	20.608	Minimum Penalties For Repeat Offenders For Driving While Intoxicated		
402PT	20.600	State and Community Highway Safety		
COST CATEGORY		FISCAL YEAR ESTIMATES		TOTAL COST TO GRANT
A. PERSONNEL COSTS		CFDA	10/1/13 - 9/30/14	
Positions and Salaries				
<u>Overtime</u>				
DUI Saturation Patrols	20.608	\$	34,704.00	\$ 34,704.00
Warrant Service Operations	20.608	\$	1,487.00	\$ 1,487.00
Stakeout Operations	20.608	\$	2,479.00	\$ 2,479.00
Benefits @ 7.95%	20.608	\$	3,074.00	\$ 3,074.00
Distracted Driving Enforcement Operations	20.600	\$	5,950.00	\$ 5,950.00
Traffic Enforcement Operations	20.600	\$	40,656.00	\$ 40,656.00
Benefits @ 7.95%	20.600	\$	3,705.00	\$ 3,705.00
Category Sub-Total			\$ 92,055.00	\$ 92,055.00
<b>B. TRAVEL EXPENSE</b>				
In-State	20.600	\$	4,282.00	\$ 4,282.00
Category Sub-Total			\$ 4,282.00	\$ 4,282.00
<b>C. CONTRACTUAL SERVICES</b>				
None				\$ -
Category Sub-Total			\$ -	\$ -
<b>D. EQUIPMENT</b>				
None				\$ -
Category Sub-Total			\$ -	\$ -
<b>E. OTHER DIRECT COSTS</b>				
None				\$ -
Category Sub-Total			\$ -	\$ -
<b>F. INDIRECT COSTS</b>				
None				\$ -
Category Sub-Total			\$ -	\$ -
<b>GRANT TOTAL</b>			\$ 96,337.00	\$ 96,337.00

SCHEDULE B-1

GRANT NO. PT1475

BUDGET NARRATIVE

Page 1

**PERSONNEL COSTS**

Overtime for grant funded law enforcement operations may be conducted by personnel such as a Lieutenant, Sergeant, Corporal, Deputy, Officer, Community Services Officer, Dispatcher, etc., depending on the titles used by the agency and the grantees overtime policy. Personnel will be deployed as needed to accomplish the grant goals and objectives.

Costs are estimated based on an overtime hourly rate range of \$50.61/hour to \$76.41/hour.

Overtime reimbursed will reflect actual costs of the personnel conducting the appropriate operation up to the maximum range specified.

**Maximum Overtime Benefit Rates**

Medicare	1.45%
Workers Compensation	6.50%
<b>TOTAL BENEFIT RATE</b>	<b>7.95%</b>

**TRAVEL EXPENSE**

**In State** - Costs are included for appropriate staff to attend conferences and training events supporting the grant goals and objectives and/or traffic safety. Local mileage for grant activities and meetings is included. Anticipated travel may include the Vehicular Homicide Seminar, and OTS Leadership and Training Seminar. *All conferences, seminars or training not specifically identified in the Schedule B-1 (Budget Narrative) must be approved by OTS.*

*All travel claimed must be at the agency approved rate. Per Diem may not be claimed for meals provided at conferences when registration fees are paid with OTS grant funds.*

**CONTRACTUAL SERVICES**

None

**EQUIPMENT**

None

**OTHER DIRECT COSTS**

NONE

SCHEDULE B-1

GRANT NO. PT1475

BUDGET NARRATIVE

Page 2

INDIRECT COSTS

None

PROGRAM INCOME

There will be no program income generated from this grant.

EXHIBIT A  
CERTIFICATIONS AND ASSURANCES

Failure to comply with applicable Federal statutes, regulations, and directives may subject Grantee Agency officials to civil or criminal penalties and/or place the State in a high risk grantee status in accordance with 49 CFR §18.12.

The officials named on the Grant Agreement, certify by way of signature on the Grant Agreement signature page, that the Grantee Agency complies with all applicable Federal statutes, regulations, and directives and State rules, guidelines, policies and laws in effect with respect to the periods for which it receives grant funding. Applicable provisions include, but are not limited to, the following:

- 23 U.S.C. Chapter 4 - Highway Safety Act of 1966, as amended
- 49 CFR Part 18 - Uniform Administrative Requirements for Grants and Cooperative Agreements to State and Local Governments
- 23 CFR Chapter II - (§§1200, 1205, 1206, 1250, 1251, & 1252) Regulations governing highway safety programs
- NHTSA Order 462-6C - Matching Rates for State and Community Highway Safety Programs
- Highway Safety Grant Funding Policy for Field-Administered Grants

**NONDISCRIMINATION**

The Grantee Agency will comply with all Federal statutes and implementing regulations relating to nondiscrimination. These include but are not limited to: (a) Title VI of the Civil Rights Act of 1964 (88), which prohibits discrimination on the basis of race, color or national origin (and 49 CFR Part 21); (b) Title IX of the Education Amendments of 1972, as amended (20 U.S.C. 1681-1683 and 1685-1686), which prohibits discrimination on the basis of sex; (c) Section 504 of the Rehabilitation Act of 1973, as amended (29 U.S.C. 794), and the Americans with Disabilities Act of 1990 (101), as amended (42 U.S.C. 12101, et seq.), which prohibits discrimination on the basis of disabilities (and 49 CFR Part 27); (d) the Age Discrimination Act of 1975, as amended (42 U.S.C. 6101-6107), which prohibits discrimination on the basis of age; (e) the Civil Rights Restoration Act of 1987 (100), which requires Federal-aid recipients and all subrecipients to prevent discrimination and ensure nondiscrimination in all of their programs and activities; (f) the Drug Abuse Office and Treatment Act of 1972 (92), as amended, relating to nondiscrimination on the basis of drug abuse; (g) the comprehensive Alcohol Abuse and Alcoholism Prevention, Treatment and Rehabilitation Act of 1970 (91), as amended, relating to nondiscrimination on the basis of alcohol abuse or alcoholism; (h) Sections 523 and 527 of the Public Health Service Act of 1912, as amended (42 U.S.C. 290dd-3 and 290ee-3), relating to confidentiality of alcohol and drug abuse patient records; (i) Title VIII of the Civil Rights Act of 1968, as amended (42 U.S.C. 3601, et seq.), relating to nondiscrimination in the sale, rental or financing of housing; (j) any other nondiscrimination provisions in the specific statute(s) under which application for Federal assistance is being made; and (k) the requirements of any other nondiscrimination statute(s) which may apply to the application.

**EXHIBIT A  
CERTIFICATIONS AND ASSURANCES**

**BUY AMERICA ACT**

The Grantee Agency will comply with the provisions of the Buy America Act (49 U.S.C. 5323(j)), which contains the following requirements:

Only steel, iron and manufactured products produced in the United States may be purchased with Federal funds unless the Secretary of Transportation determines that such domestic purchases would be inconsistent with the public interest, that such materials are not reasonably available and of a satisfactory quality, or that inclusion of domestic materials will increase the cost of the overall project contract by more than 25 percent. Clear justification for the purchase of non-domestic items must be in the form of a waiver request submitted to and approved by the Secretary of Transportation.

**POLITICAL ACTIVITY (HATCH ACT)**

The Grantee Agency will comply with provisions of the Hatch Act (5 U.S.C. 1501-1508) which limits the political activities of employees whose principal employment activities are funded in whole or in part with Federal funds.

**CERTIFICATION REGARDING FEDERAL LOBBYING**

Certification for Contracts, Grants, Loans, and Cooperative Agreements

The undersigned certifies, to the best of his or her knowledge and belief, that:

1. No Federal appropriated funds have been paid or will be paid, by or on behalf of the undersigned, to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with the awarding of any Federal contract, the making of any Federal grant, the making of any Federal loan, the entering into of any cooperative agreement, and the extension, continuation, renewal, amendment, or modification of any Federal contract, grant, loan, or cooperative agreement.
2. If any funds other than Federal appropriated funds have been paid or will be paid to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with this Federal contract, grant, loan, or cooperative agreement, the undersigned shall complete and submit Standard Form-LLL, "Disclosure Form to Report Lobbying," in accordance with its instructions.
3. The undersigned shall require that the language of this certification be included in the award documents for all sub-award at all tiers (including subcontracts, subgrants, and contracts under grant, loans, and cooperative agreements) and that all subrecipients shall certify and disclose accordingly.

This certification is a material representation of fact upon which reliance was placed when this transaction was made or entered into. Submission of this certification is a prerequisite for making or entering into this transaction imposed by section 1352, title 31, U.S. Code. Any person who fails to file the required certification shall be subject to a civil penalty of not less than \$10,000 and not more than \$100,000 for each such failure.

EXHIBIT A  
CERTIFICATIONS AND ASSURANCES

**RESTRICTION ON STATE LOBBYING**

None of the funds under this program will be used for any activity specifically designed to urge or influence a State or local legislator to favor or oppose the adoption of any specific legislative proposal pending before any State or local legislative body. Such activities include both direct and indirect (e.g., "grassroots") lobbying activities, with one exception. This does not preclude a State official whose salary is supported with NHTSA funds from engaging in direct communications with State or local legislative officials, in accordance with customary State practice, even if such communications urge legislative officials to favor or oppose the adoption of a specific pending legislative proposal.

**CERTIFICATION REGARDING DEBARMENT AND SUSPENSION**

Instructions for Primary Certification

1. By signing and submitting this Grant Agreement, the Grantee Agency official is providing the certification set out below.
2. The inability of a person to provide the certification required below will not necessarily result in denial of participation in this covered transaction. The prospective participant shall submit an explanation of why it cannot provide the certification set out below. The certification or explanation will be considered in connection with the department or agency's determination whether to enter into this transaction. However, failure of the Grantee Agency official to furnish a certification or an explanation shall disqualify such person from participation in this transaction.
3. The certification in this clause is a material representation of fact upon which reliance was placed when the department or agency determined to enter into this transaction. If it is later determined that the Grantee Agency official knowingly rendered an erroneous certification, in addition to other remedies available to the Federal Government, the department or agency may terminate this transaction for cause or default.
4. The prospective primary participant shall provide immediate written notice to the department or agency to which this Grant Agreement is submitted if at any time the Grantee Agency official learns its certification was erroneous when submitted or has become erroneous by reason of changed circumstances.
5. The terms *covered transaction*, *debarred*, *suspended*, *ineligible*, *lower tier covered transaction*, *participant*, *person*, *primary covered transaction*, *principal*, *Grant Agreement*, and *voluntarily excluded*, as used in this clause, have the meaning set out in the Definitions and coverage sections of 49 CFR Part 29. You may contact the department or agency to which this Grant Agreement is being submitted for assistance in obtaining a copy of those regulations.
6. The Grantee Agency official agrees by submitting this Grant Agreement that, should the proposed covered transaction be entered into, it shall not knowingly enter into any lower tier covered transaction with a person who is proposed for debarment under 48 CFR Part 9, subpart 9.4, debarred, suspended, declared ineligible, or voluntarily excluded from participation in this covered transaction, unless authorized by the department or agency entering into this transaction.

**EXHIBIT A**  
**CERTIFICATIONS AND ASSURANCES**

7. The Grantee Agency official further agrees by submitting this Grant Agreement that it will include the clause titled "Certification Regarding Debarment, Suspension, Ineligibility and Voluntary Exclusion-Lower Tier Covered Transaction," provided by the department or agency entering into this covered transaction, without modification, in all lower tier covered transactions and in all solicitations for lower tier covered transactions.
8. A participant in a covered transaction may rely upon a certification of a prospective participant in a lower tier covered transaction that it is not proposed for debarment under 48 CFR Part 9, subpart 9.4, debarred, suspended, ineligible, or voluntarily excluded from the covered transaction, unless it knows that the certification is erroneous. A participant may decide the method and frequency by which it determines the eligibility of its principals. Each participant may, but is not required to, check the list of Parties Excluded from Federal Procurement and Non-procurement Programs.
9. Nothing contained in the foregoing shall be construed to require establishment of a system of records in order to render in good faith the certification required by this clause. The knowledge and information of a participant is not required to exceed that which is normally possessed by a prudent person in the ordinary course of business dealings.
10. Except for transactions authorized under paragraph 6 of these instructions, if a participant in a covered transaction knowingly enters into a lower tier covered transaction with a person who is proposed for debarment under 48 CFR Part 9, subpart 9.4, suspended, debarred, ineligible, or voluntarily excluded from participation in this transaction, in addition to other remedies available to the Federal Government, the department or agency may terminate this transaction for cause or default.

**Certification Regarding Debarment, Suspension, and Other Responsibility Matters-Primary Covered Transactions**

- (1) The Grantee Agency official certifies to the best of its knowledge and belief, that its principals:
  - (a) Are not presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded by any Federal department or agency;
  - (b) Have not within a three-year period preceding this Grant Agreement been convicted of or had a civil judgment rendered against them for commission of fraud or a criminal offense in connection with obtaining, attempting to obtain, or performing a public (Federal, State or local) transaction or contract under a public transaction; violation of Federal or State antitrust statutes or commission of embezzlement, theft, forgery, bribery, falsification or destruction of record, making false statements, or receiving stolen property;
  - (c) Are not presently indicted for or otherwise criminally or civilly charged by a governmental entity (Federal, State or Local) with commission of any of the offenses enumerated in paragraph (1)(b) of this certification; and
  - (d) Have not within a three-year period preceding this application/Grant Agreement had one or more public transactions (Federal, State, or local) terminated for cause or default.
- (2) Where the Grantee Agency official is unable to certify to any of the Statements in this certification, such prospective participant shall attach an explanation to this Grant Agreement.

EXHIBIT A  
CERTIFICATIONS AND ASSURANCES

Instructions for Lower Tier Certification

1. By signing and submitting this Grant Agreement, the prospective lower tier participant is providing the certification set out below.
2. The certification in this clause is a material representation of fact upon which reliance was placed when this transaction was entered into. If it is later determined that the prospective lower tier participant knowingly rendered an erroneous certification, in addition to other remedies available to the Federal government, the department or agency with which this transaction originated may pursue available remedies, including suspension and/or debarment.
3. The prospective lower tier participant shall provide immediate written notice to the person to which this Grant Agreement is submitted if at any time the prospective lower tier participant learns that its certification was erroneous when submitted or has become erroneous by reason of changed circumstances.
4. The terms *covered transaction*, *debarred*, *suspended*, *ineligible*, *lower tier covered transaction*, *participant*, *person*, *primary covered transaction*, *principal*, *Grant Agreement*, and *voluntarily excluded*, as used in this clause, have the meanings set out in the Definition and Coverage sections of 49 CFR Part 29. You may contact the person to whom this Grant Agreement is submitted for assistance in obtaining a copy of those regulations.
5. The prospective lower tier participant agrees by submitting this Grant Agreement that, should the proposed covered transaction be entered into, it shall not knowingly enter into any lower tier covered transaction with a person who is proposed for debarment under 48 CFR Part 9, subpart 9.4, debarred, suspended, declared ineligible, or voluntarily excluded from participation in this covered transaction, unless authorized by the department or agency with which this transaction originated.
6. The prospective lower tier participant further agrees by submitting this Grant Agreement that it will include the clause titled "Certification Regarding Debarment, Suspension, Ineligibility and Voluntary Exclusion—Lower Tier Covered Transaction," without modification, in all lower tier covered transactions and in all solicitations for lower tier covered transactions. (See below)
7. A participant in a covered transaction may rely upon a certification of a prospective participant in a lower tier covered transaction that it is not proposed for debarment under 48 CFR Part 9, subpart 9.4, debarred, suspended, ineligible, or voluntarily excluded from the covered transaction, unless it knows that the certification is erroneous. A participant may decide the method and frequency by which it determines the eligibility of its principals. Each participant may, but is not required to, check the List of Parties Excluded from Federal Procurement and Non-procurement Programs.
8. Nothing contained in the foregoing shall be construed to require establishment of a system of records in order to render in good faith the certification required by this clause. The knowledge and information of a participant is not required to exceed that which is normally possessed by a prudent person in the ordinary course of business dealings.

EXHIBIT A  
CERTIFICATIONS AND ASSURANCES

9. Except for transactions authorized under paragraph 5 of these instructions, if a participant in a covered transaction knowingly enters into a lower tier covered transaction with a person who is proposed for debarment under 48 CFR Part 9, subpart 9.4, suspended, debarred, ineligible, or voluntarily excluded from participation in this transaction, in addition to other remedies available to the Federal government, the department or agency with which this transaction originated may pursue available remedies, including suspension and/or debarment.

**Certification Regarding Debarment, Suspension, Ineligibility and Voluntary Exclusion—Lower Tier Covered Transactions**

1. The prospective lower tier participant certifies, by submission of this grant agreement, that neither it nor its principals is presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from participation in this transaction by any Federal department or agency.
2. Where the prospective lower tier participant is unable to certify to any of the statements in this certification, such prospective participant shall attach an explanation to this grant agreement.

*Staff Report*

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TO: Honorable Mayor and Members of the City Council

FROM: David M. Brown, Chief of Police  
Ronald E. Bradley, Interim City Manager *RSB*

DATE: October 22, 2013

RE: Acceptance of 2013 US Department of Justice, Community Oriented Policing-“Gun Violence Reduction” Hiring Grant

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**RECOMMENDATION:**

It is respectfully recommended that the City Council accept and approve 2013 US-DOJ Community Oriented Policing, “Gun Violence Reduction” Hiring Grant in the amount of \$250,000 toward the salary and benefits of two additional police officers over 3 years. Pursuant to approval, that the council authorize the Interim City Manager to execute the grant agreement with the US-DOJ COPS Office and the Deputy City Manager to establish appropriate revenue and expenditure accounts.

**BACKGROUND:**

The US Department of Justice, Office of Community Oriented Policing Services was established in 1994 to advance the practice of community policing in America’s local police departments. In 1995, the COPS Office awarded \$1.2 billion to local police agencies. This year, the COPS Office grant funding is only \$125 million. Over \$974 million in grant funding was requested by 1,718 agencies and the Hemet Police Department is one of only 338 agencies Nationwide to receive an award.

The police department closely analyzes grant opportunities to ensure that there is significant benefit to the city and its residents prior to application. In this case, when the US-DOJ announced that “Homicide and Gun Violence” would be a major emphasis for this grant cycle, we determined this to be an excellent grant opportunity to assist in addressing a 14% increase in violent crime and a 30% increase in robbery.

In June, 2013, the police department applied for funding through the US-DOJ COPS Hiring Program that would support the redeploying of the Crime Suppression Unit (CSU). The CSU was disbanded in 2009 as a result of severe staffing cuts brought on by the recession. Since that time, the city has experienced a steady increase in crime

## SR-COPS Grant, page 2

involving firearms, including armed robbery and possession of firearms by suspects arrested for other offenses.

This grant proposal was drafted to allow the department to redeploy the Crime Suppression Unit (CSU) with two police officers. These officers will be assigned to flexible schedules and will work closely with the patrol and investigations bureaus. The grant also requires the establishment of a formal protocol with the US-DOJ Bureau of Alcohol, Tobacco and Firearms to track firearms internationally and provide law enforcement with investigative leads. The ATF's National Firearms Tracing Center is committed to "reducing violent crime and terrorism and to enhancing public safety."

### **DISCUSSION / ANALYSIS:**

The US-DOJ COPS Office received applications from 1,718 law enforcement agencies and only 338 grants were awarded (20%). In California, 107 policing agencies applied for grants and only 39 were awarded. Only 6 agencies in Riverside County were awarded grants in this cycle. The Hemet Police Department is the only agency in Riverside County to have received awards during the last 2 grant cycles under this program.

The application and selection process was highly competitive. Applicants were assessed based on the stated mission of the COPS Office: *"To increase the ability of law enforcement to implement community policing strategies within the three primary elements of community policing: 1) problem-solving; 2) partnerships; and 3) organizational transformation."*

Applications were scored in five general categories:

- Current commitment to community policing
- Specific community policing plan
- Crime rates for previous 3 years
- Poverty and unemployment rates
- Reductions in police department budget and local government revenues

The department scored highly in all five areas.

The high scores in the latter three categories above clearly indicate that the city and department have experienced significant challenges in recent years. Although this is not new news to the council, staff or our community, it does provide statewide and national perspective on our situation. Essentially the granting agency (US-DOJ) has determined that the city of Hemet ranks in the top 20% in these 3 areas as compared to the other 1,718 applicants. This is an important distinction when considering the cost vs. benefit of accepting this grant.

SR-COPS Grant, page 3

High scores in the first two criteria listed above (commitment to community policing and the community policing plan) are indicative of the department's organizational culture and our commitment to the community policing philosophy.

Furthermore, the COPS Office recognizes the value of the Hemet Police Department organizational culture and strategy to reduce gun-related incidents. Through the partnership with the Federal Bureau of Alcohol, Tobacco and Firearms, we will foster cooperation and collaboration with our Federal law enforcement partners, further impacting gun-related crime.

**INTEGRATION OF CITY COUNCIL GOALS:**

The city council has identified public safety as a top priority. During the April 9<sup>th</sup> city council meeting, as a component of "Project H.O.P.E.", the police chief recommended a staffing goal of 81 police officers for the city by the end of 2014. The acceptance of this grant will bring the department authorized staffing to 69 while significantly impacting gun-related crime in the Valley.

**FISCAL IMPACT:**

The grant award total is \$250,000 over 3 years. This represents approximately 40% of the total cost of the additional police officers. The anticipated "local match" is \$412,892 over 3 years, or \$137,631 per fiscal year.

It is anticipated that the current fiscal year's "local match" will be covered via savings in associated salary accounts with no additional appropriations required.

Respectfully Submitted,



David M. Brown  
Chief of Police

Fiscal Review,



Rita Conrad  
Deputy City Manager  
Administrative Services

**David Brown - 2013 COPS Hiring Program Award Announcement -- Congratulations!**

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**From:** "Office of Community Oriented Policing Services (COPS)"  
<copsusdoj@service.govdelivery.com>  
**To:** <dbrown@cityofhemet.org>  
**Date:** 9/27/2013 11:00 AM  
**Subject:** 2013 COPS Hiring Program Award Announcement -- Congratulations!

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September 27, 2013

Chief of Police David Brown  
Hemet, City of  
450 East Latham Avenue  
Hemet, CA 92543

Re: COPS Hiring Program Grant # 2013UMWX0038  
ORI#: CA03308

Dear Chief of Police Brown:

Congratulations! On behalf of Attorney General Eric Holder, I am pleased to inform you that the COPS Office has approved your agency for 2 officer positions under the 2013 COPS Hiring Program (CHP). The *estimated* amount of federal funds to be awarded to your jurisdiction over the three-year grant period is \$250,000.00. Your local cash match will be \$412,892.00. Your agency may use CHP grant funding to hire new officers or rehire officers who have been laid off, or are scheduled to be laid off on a specific future date, as a result of local budget cuts, on or after the official grant award start date. Please note that any changes to the awarded hiring categories require an official review and approval by the COPS Office.

To officially accept and begin your COPS Hiring Program grant, your agency must access [www.cops.usdoj.gov](http://www.cops.usdoj.gov) and select the Account Access link in the upper right corner to log in, review, and electronically sign the Award Document (including Grant Terms and Conditions) and any special conditions as applicable. Your Award Document will be placed in your account and available to you in early October. In addition, if your agency was awarded funding for school resource officers, a Memorandum of Understanding (MOU) must be signed by the law enforcement executive and designated representative for the school/school district and submitted to the COPS Office for review prior to the drawdown of grant funding.

In order to electronically sign your Award Document, the appropriate Account Roles with E-Signature and User Permissions must be established and assigned in the COPS Agency Portal. The Agency Portal Instruction Manual available on the COPS website at <https://portal.cops.usdoj.gov/GrantsManagement/HelpContents/UserGuide.pdf> has been enhanced to include a Quick Step Guide. This guide will provide your agency with all of the information needed to successfully

establish Account Roles and assign User Permissions in preparation to sign the Award Document, as well as manage many aspects of your COPS grant online. Please review and follow these steps carefully, as this is the only method for signing and accepting your Award Document.

The CHP grant award start date is **September 1, 2013**. Therefore, your agency can be reimbursed for allowable and approved expenditures made on or after this date. Please be advised that some of your requested items may not have been approved by the COPS Office during the budget review process. When you receive your award package, please carefully review your Financial Clearance Memorandum (FCM) to determine your approved budget, as grant funds may only be used for approved items. The FCM will specify the final award amount, and will also identify any disallowed costs. We strongly encourage you to visit the CHP information page at <http://cops.usdoj.gov/Default.asp?Item=2367> to access a supplemental online award package that contains a variety of important and helpful documents that will assist you with the implementation of your grant, including the 2013 CHP Grant Owner's Manual, which specifies the programmatic and financial terms, conditions, and requirements of your grant. Please print out a copy of your application and maintain it with your grant file records.

As a reminder, all positions awarded under CHP (or an equal number of veteran officers) must initiate or enhance community policing in accordance with the community policing plan as described within Section 6 of your application. If, for any reason, your agency finds that your community policing plans have significantly changed from those outlined in your application (e.g., because you received fewer officers than originally requested and thus must alter the scope of your community policing plans), please revise the plan accordingly and submit it to the COPS Office for review and approval.

As part of the 2013 COPS Hiring Program, your agency will be required to submit quarterly Federal Financial Reports (SF-425) as well as quarterly program progress reports. CHP grantees should be prepared to track and report CHP funding separately from other funding sources (including other COPS and federal grants) to ensure accurate financial and programmatic reporting on a timely basis. Your agency should ensure that you have financial internal controls in place to monitor the use of CHP funding and ensure that its use is consistent with the grant terms and conditions. In addition, your agency will be required to complete the Community Policing Self-Assessment Tool (CP-SAT) at the beginning and again towards the end of the grant award period.

Also, please remember that grantees must retain all sworn officer positions awarded under the 2013 CHP grant for a minimum of 12 months following the 36-month federal funding period. The retained CHP-funded position(s) should be added to your law enforcement budget with state and/or local funds, over and above the number of locally-funded positions that would have existed in the absence of the grant. In your 2013 CHP grant application, your agency was required to affirm that it plans to retain the additional officer positions awarded following the expiration of the grant, and to identify the planned sources of retention funding. If, during the life of the grant, you have questions regarding the retention requirement or your retention funding sources, please contact the COPS Office for assistance.

We look forward to working with your agency in a productive partnership to further your community policing efforts. If you have any questions about your grant, please do not hesitate to call your Grant Program Specialist through the COPS Office Response Center at 1.800.421.6770.

Sincerely,



Joshua A. Ederheimer  
Acting Director

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You have received this e-mail because you have asked to be notified of changes to the **Department of Justice's Office of Community Oriented Policing Services (COPS)** website. Update your subscriptions, modify your password or e-mail address, or stop subscriptions at any time on your [Subscriber Preferences Page](#). You will need to use your e-mail address to log in. If you have questions or problems with the subscription service, please contact [support@govdelivery.com](mailto:support@govdelivery.com). If you have questions about the DOJ Office of Community Oriented Policing Services site, please contact [tellcops@usdoj.gov](mailto:tellcops@usdoj.gov)

**Follow us on Facebook: <http://www.facebook.com/DOJCOPS>**

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This email was sent to dbrown@cilyofhomet.org using GovDelivery, on behalf of: Office of Community Oriented Policing Services (COPS) - 145 N St, NE - Washington, DC 20530 - 800-421-6770

## **COPS HIRING PROGRAM – HOW DECISIONS WERE MADE TO ALLOCATE THE \$125 MILLION AVAILABLE WHEN MORE THAN \$974 MILLION WAS REQUESTED**

The COPS Office received applications from 1,718 law enforcement agencies requesting 4,427 officer positions, for \$974,007,306 in federal funding. There were three priority areas for additional consideration:

### *Military Veterans*

Under FY 2013 CHP, new hire officer positions are not required to be military veterans, as under FY 2012 CHP. However, as the COPS Office supports the Attorney General's commitment to hiring military veterans whenever possible, applicants who committed to hiring or rehiring at least one military veteran under CHP received additional consideration for FY 2013 CHP funding. As in FY 2012, a military veteran hire must have served on active duty for a period of at least 180 consecutive days, any part of which occurred on or after September 11, 2001. **In FY 2013, 149 agencies received funding with a commitment to hire or rehire at least one military veteran using CHP funding, for a total of 327 veterans.**

### *School Resource Officers*

Applicants who requested officer positions in order to deploy school resource officers (SROs) were required to choose the "School Based Policing through School Resource Officers" community policing problem area in their 2013 CHP application and likewise received additional consideration for FY 2013 CHP funding. Agencies requesting multiple officer positions in order to deploy school resource officers must deploy all of their funded officer positions as school resource officers. Moreover, CHP grantees that chose this specific community policing problem area will not be allowed to change it post-award. CHP grantees that use CHP funding to deploy SROs will also be required to submit to the COPS Office the contact information for each school partner where they intend to deploy the SROs, and to provide a Memorandum of Understanding between the CHP grantee and the school partner. **In FY 2013, 141 agencies received funding for a total of 356 SRO positions.**

### *Homicide and Gun Violence*

The COPS Office supports the Attorney General's priority goal of reducing violent crime, especially if gun related. Applicants who chose "Homicide" or "Gun Violence" as a problem area in their 2013 CHP application received additional consideration for CHP funding. Moreover, grantees that chose either of these specific community policing problem areas will not be allowed to change the problem area post-award. **In FY 2013, 48 funded agencies selected either "Homicide" or**

**“Gun Violence” as their jurisdiction’s problem area, committing to hire 315 officers to address these problems.**

### **The COPS Office developed an application to meet the requirements of the law**

The COPS Office developed an application for CHP funds that met the requirements of the statute and mission of the COPS Office to increase the ability of law enforcement to implement community policing strategies within the three primary elements of community policing: 1) problem-solving; 2) partnerships; and 3) organizational transformation.

### **The COPS Office balanced scoring indicators**

To measure and compare the necessary scoring indicators, the COPS Office consulted with experts in the fields of policing, criminology, and public finance to develop appropriate application questions. Applicants were asked to submit information on such indicators as:

- Reported crime for the previous three years
- Current commitment to community policing
- Planned community policing activities
- Changes in budget for law enforcement agencies and revenues for local governments
- Poverty and unemployment rates.

In asking a variety of fiscal health questions, the COPS Office focused on getting as complete a view as possible of the fiscal distress being experienced by applicants through objective and verifiable indicators that all agencies, from rural communities to large cities, could accurately report.

The community policing philosophy engages in a proactive and systematic examination of identified problems that can be countered with effective responses. Applicants were asked to identify the specific community problem they wished to address with COPS funding.

Community policing relies heavily on partnerships and relationships between law enforcement and the community it serves. A number of questions were designed to examine an agency’s formation of partnerships, such as working with other public agencies, private organizations, or participation in regional law enforcement partnerships. Agencies were asked to identify the number and types of partnerships they intended to initiate or enhance in order to address their identified problem.

### **The COPS Office checked and double-checked, verifying the data applicants sent**

The application system contains numerous built-in logic checks to help prevent the submission of erroneous data. In addition, once the applications were submitted, specialists in the COPS Office immediately reviewed the data contained therein. The COPS Office reviewed more than 400 data points within each application. In some cases, the COPS Office contacted applicant agencies to

verify information provided in their application. This data verification process, though time-consuming, was crucial to ensuring that all applicants were properly evaluated based on accurate and reliable economic, crime, and community policing data. This process included checking against available reported data such as the Uniform Crime Statistics reported annually to the Federal Bureau of Investigation.

### **The COPS Office developed a uniform system of evaluating the information that applicants submitted**

#### *Selection Methodology*

The COPS Office focused on balancing the applicant's need for federal assistance (as measured by economic and fiscal health questions) with crime rates and the applicant's current commitment to community policing and their proposed community policing plan. For FY 2013, an applicant's commitment to community policing and the strength of their overall community policing plan were the basis for initial scoring. A minimum score was established for the community policing portion of the application. Forty-six agencies that did not meet the score were removed from further consideration.

For the remaining applicants, fiscal need comprised 20 percent, crime 30 percent, and community policing 50 percent of the overall score. Additionally, models similar to those used in FY 2011 and FY 2012 were used to determine the weight of the questions within each broad category. For example, within the 20 percent of the score allocated to the need for federal assistance, applicants were ranked on measures of recent economic conditions as well as those of systemic socioeconomic health. COPS Office staff followed up with applicants and reviewed publicly available data to ensure that the information was as error-free as possible before completing the ranking protocol.

Due to the high demand and limited funding available, only 263 of the 1,718 CHP requests were ultimately funded, which is only about 15% of the total number of agencies that submitted applications.

In addition, two long-standing statutory requirements designed to ensure national distribution of COPS Office funding had an impact on which applications were ultimately funded. First, the COPS Office must distribute half of all hiring funds to agencies serving populations of more than 150,000 and half to those of fewer than 150,000. Second, by law the COPS Office must ensure that at least ½ of one percent of hiring funds (\$627,455 for FY 2013) is allocated to each state or territory with eligible applicants. Although this ultimately means that sometimes a lower scoring applicant in one state receives funding ahead of a higher scoring applicant in another, this requirement helps ensure that smaller states and territories are not excluded from funding.

#### *Capping Methodology*

All agencies' requests were capped at no more than 5% of their current actual sworn force strength, up to a maximum of 15 officers (25 officers for jurisdictions serving more than one million). However, to provide funding assistance to the largest number of eligible agencies, the COPS Office decided to further reduce the cap to 10 officers for agencies below one million in service population (15 for those serving more than one million).



## **COPS Application**

**ORI : CA03308**

**Legal Name : HEMET, CITY OF**

**Submission date : 06/04/2013**

***COPS***  
**COMMUNITY ORIENTED POLICING SERVICES**  
**U.S. DEPARTMENT OF JUSTICE**

# COPS Application

Attachment to SF-424

Thank You for Submitting Your COPS Application.

**Your application has been successfully recorded.**

**Submission Date:** 6/4/2013 3:01:31 PM

**ORI:** CA03308

**Legal Name:** Hemet, City of

**Confirmation Number:** 2316325

**Program Type:** Micro Grants for Law Enforcement Agencies

Thank you for submitting your agency's COPS Application.

Your application has been successfully recorded. When contacting the COPS Office concerning the submission of this application, please reference your agency's ORI number.

If you have any questions or concerns you may contact the COPS Office Response Center at 800.421.6770.

[Click here](#) to return to the COPS Application home page.

#### **Paperwork Reduction Act Notice**

The public reporting burden for this collection of information is estimated to be up to 11.3 hours per response, depending upon the COPS program being applied for, which includes time for reviewing instructions. Send comments regarding this burden estimate or any other aspects of the collection of this information, including suggestions for reducing this burden, to the Office of Community Oriented Policing Services, U.S. Department of Justice, 145 N Street NE, Washington, DC 20530; and to the Public Use Reports Project, Office of Information and Regulatory Affairs, Office of Management and Budget, Washington, DC 20503.

You are not required to respond to this collection of information unless it displays a valid OMB control number. The OMB control number for this application is 1103-0098 and the expiration date is 02/29/2016.

# COPS Application

Attachment to SF-424

## SECTION 1: COPS PROGRAM REQUEST

**Federal assistance is being requested under the following COPS program:**

*Verify the COPS grant program for which you are requesting federal assistance. A separate application must be completed for each COPS program for which you are applying. Please ensure that you read, understand, and agree to comply with the applicable grant terms and conditions as outlined in the COPS Application Guide before finalizing your selection.*

**The program you have selected is:**

**Micro Grants for Law Enforcement Agencies**

# COPS Application

Attachment to SF-424

## SECTION 2: Agency Eligibility Information

Type of Agency (select one)

Law Enforcement -  Non-Law Enforcement

From the list below, please select the type of agency which best describes the applicant.

Law Enforcement Entities

Municipal Police



# COPS Application

## Attachment to SF-424

### Section 3: GENERAL AGENCY INFORMATION

A. Applicant ORI Number:

The ORI number is assigned by the FBI and is your agency's unique identifier. The COPS Office uses the first seven characters of this number. The first two letters are your state abbreviation, the next three numbers are your county's code, and the next two numbers identify your jurisdiction within your county. If you do not currently have an ORI number, the COPS Office will assign one to your agency for the purpose of tracking your grant. ORI numbers assigned to agencies by the COPS Office may end in "ZZ."

B. Applicant Data Universal Numbering System (DUNS) Number:

A Data Universal Numbering System (DUNS) number is required **prior** to submitting this application. A DUNS number is a unique nine or thirteen digit sequence recognized as the universal standard for identifying and keeping track of entities receiving federal funds. For more information about how to obtain a DUNS number, please refer to the "How to Apply" section of the COPS Application Guide.

#### C. System for Award Management (SAM)

The System for Award Management (SAM) replaces the Central Contractor Registration (CCR) database as the repository for standard information about federal financial assistance applicants, recipients, and sub-recipients DOJ requires that all applicants (other than individuals) for federal financial assistance maintain current registrations in the SAM database. Please note that Applicants must update or renew their SAM registration at least once a year to maintain active status.

Applicants that were previously registered in the CCR database must, at a minimum:

- Create a SAM account
- Log into SAM and migrate permissions to the SAM account (all the entity registrations and records should already have been migrated).

Applicants that were not previously registered in the CCR database must register in SAM prior to registering in Grants.gov. Information about SAM Registration procedures can be accessed at [www.sam.gov](http://www.sam.gov).

For more information about how to register with SAM, please refer to the "How to Apply" section of the COPS Application Guide.

Your SAM Registration is set to expire on:

Please enter date in MM/DD/YYYY format.

Note: If your SAM registration is set to expire prior to September 30, 2013, please renew your SAM Registration prior to completing this application. Contact the SAM Service Desk at 866-606-8220 or view/update your registration information at [www.sam.gov](http://www.sam.gov).

D. Geographic Names Information System (GNIS) ID:

Please enter your Geographic Names Information System (GNIS) Identification Number. This is a unique ID assigned to all geographic entities by the U.S. Geological Survey. To look up your GNIS Feature ID, please go to the website: <http://geonames.usgs.gov/domestic/index.html>. For more information about how to obtain a GNIS number, please refer to the "How to Apply" section of the COPS Application Guide.

Department of Justice

**E. Cognizant Federal Agency:**

Select the legal applicant's Cognizant Federal Agency. A Cognizant Federal Agency, generally, is the federal agency from which your jurisdiction receives the most federal funding. Your Cognizant Federal Agency also may have been previously designated by the Office of Management and Budget. Applicants that have never received federal funding should select the "Department of Justice" as the Cognizant Federal Agency.

**F. Fiscal Year**

From: 07/01/2013 To: 06/30/2014

**H. Civilian Staffing**

I. Number of civilian positions funded in agency's current fiscal year budget:

a. Number of civilian positions funded in agency's current fiscal year budget:

Full-Time: 24

Part-Time: 1

**I. U.S. Department of Justice Funding**

Be advised that grantees may not use COPS funding for the same item or service also funded by another U.S. Department of Justice award. To aid the COPS Office in the prevention of awarding potentially duplicative funding, please indicate which other components of the Department of Justice your agency receives grant funding (check all that apply):

- Bureau of Justice Assistance (BJA)
- Office of Justice Programs (OJP)
- Office of Juvenile Justice and Delinquency Prevention (OJJDP)
- Office on Violence Against Women (OVW)
- Other
- No Other Department of Justice Funding

# COPS Application

## Attachment to SF-424

### SECTION 4: EXECUTIVE INFORMATION

*Note: Listing individuals without ultimate programmatic and financial authority for the grant could delay the review of your application, or remove your application from consideration.*

#### A. Law Enforcement Executive/Agency Executive Information:

*For Law Enforcement Agencies: Enter the law enforcement executive's name and contact information. This is the highest ranking law enforcement official within your jurisdiction (e.g., Chief of Police, Sheriff, or equivalent).*

*For Non-Law Enforcement Agencies: Enter the highest ranking individual in the applicant agency (e.g., CEO, President, Chairperson, Director, etc.) who has the authority to apply for this grant on behalf of the applicant agency. If the grant is awarded, this position would ultimately be responsible for the programmatic implementation of the award.*

Title:  Chief of Police  Interim/Acting

First Name:  MI:  Last Name:  Suffix:

Agency Name:

Street Address 1:

Street Address 2:

City:  State:  CA  Zip Code:

Telephone:  Fax:  E-mail:

#### B. Government Executive/Financial Official Information:

*For Government Agencies: Enter the government executive's name and contact information. This is the highest ranking government official within your jurisdiction (e.g., Mayor, City Administrator, Tribal Chairman, or equivalent).*

*For Non-Government Agencies: Enter the name and contact information of the financial official who has the authority to apply for this grant on behalf of the applicant agency (e.g., CFO, Treasurer, etc.). If the grant is awarded, this position would ultimately be responsible for the financial management of the award. Please note that information for non-executive positions (e.g., clerks, trustees, etc.) is not acceptable.*

Title:  City Manager  Interim/Acting

First Name:  MI:  Last Name:  Suffix:

Agency Name:

Street Address 1:

Street Address 2:

City:  State:  CA  Zip Code:

Telephone: 951-765-2300 Fax: 951-765-3785 E-mail: rbradley@cityofhemet.org

**C. CAP Contact Information:**

*CAP Contact: Enter the CAP Contact's name and contact information.*

Title: Chief  Interim/Acting  
First Name: David MI: M Last Name: Brown Suffix:   
Agency Name: Hemet Police Department  
Street Address 1: 450 E. Latham Ave.  
Street Address 2:   
City: Hemet State: CA  Zip Code: 92543  
Telephone: 951-765-2400 Fax: 951-765-2427 E-mail: dbrown@cityofhemet.org

# COPS Application

## Attachment to SF-424

### SECTION 6A: Law Enforcement and Community Policing Strategy

COPS Office grants must be used to reorient the mission and activities of law enforcement agencies through initiating community policing or enhancing their involvement in community policing. If awarded funds, your responses to this section will constitute your agency's community policing plan under this grant. Your organization may be audited or monitored to ensure that it is initiating or enhancing community policing in accordance with this plan. The COPS Office may also use this information to understand the needs of the field, and potentially provide for training, technical assistance, problem solving and community policing implementation tools.

We understand that your community policing needs may change during the life of your grant (if awarded), and **minor changes to this plan may be made without prior approval from the COPS Office**. We also recognize that this plan may incorporate a broad range of possible community policing strategies and activities, and that your agency may implement particular community policing strategies from the plan on an as-needed basis throughout the life of the grant. **If your agency's community policing plan changes significantly, however, you must submit those changes in writing to the COPS Office for approval.** Changes are "significant" if they deviate from the range of possible community policing activities identified and approved in this original community policing plan submitted with your application.

#### Community Policing Definition Framework

The following is the COPS Office definition of community policing that emphasizes the primary components of community partnerships, organizational transformation, and problem solving.

*Community policing is a philosophy that promotes organizational strategies, which support the systematic use of partnerships and problem solving techniques, to proactively address the immediate conditions that give rise to public safety issues, such as crime, social disorder, and fear of crime.*

The COPS Office has completed the development of a comprehensive community policing self-assessment tool for use by law enforcement agencies. Based on this work, we have developed the following list of primary sub-elements of community policing. Please refer to the COPS Office web site ([www.cops.usdoj.gov](http://www.cops.usdoj.gov)) for further information regarding these sub-elements.

#### Community Partnerships:

Collaborative partnerships between the law enforcement agency and the individuals and organizations they serve to both develop solutions to problems and increase trust in police.

Other Government Agencies  
Community Members/Groups  
Non-Profits/Service Providers  
Private Businesses  
Media

#### Organizational Transformation:

The alignment of organizational management, structure, personnel and information systems to support community partnerships and proactive problem-solving efforts.

##### **Agency Management**

Climate and culture  
Leadership  
Labor relations  
Decision-making  
Strategic planning  
Policies  
Organizational evaluations  
Transparency

##### **Organizational Structure**

Geographic assignment of officers  
Despecialization  
Resources and finances

##### **Personnel**

Recruitment, hiring and selection  
Personnel supervision/evaluations  
Training

#### Problem Solving:

The process of engaging in the proactive and systematic examination of identified problems to develop effective responses that are rigorously evaluated.

Scanning: Identifying and prioritizing problems  
Analysis: Analyzing problems  
Response: Responding to problems  
Assessment: Assessing problem-solving initiatives

Using the Crime Triangle to focus on immediate conditions (Victim/Offender/Location)

### Information Systems(Technology)

Communication/access to data

Quality and accuracy of data

#### Proposed Community Policing Plan

COPS grants must be used to initiate or enhance community policing activities, either directly by your law enforcement agency, or (for non-law enforcement applicants) in collaboration with law enforcement. Please complete the following questions to describe the types of community policing activities that you are currently engaged in and that will result from COPS funding. For each question, answer on behalf of the applicant law enforcement agency, or for non-law enforcement applicants the law enforcement agency(s) with whom you will collaborate.

You may find more detailed information about community policing at the COPS Office web site <http://www.cops.usdoj.gov/Default.asp?Item=36>.

#### CP1) To what extent is there community support in your jurisdiction for implementing the proposed grant activities?

- a) High level of support
- b) Moderate support
- c) Minimal support

#### CP2) If awarded, to what extent will the grant activities impact the other components of the criminal justice system in your jurisdiction?

- a) Potentially decreased burden
- b) No change in burden
- c) Potentially increased burden

# COPS Application

## Attachment to SF-424

### SECTION 7: Need For Federal Assistance

#### B. Explanation of Need for Federal Assistance

All applicants are required to explain their inability to address the need for this award without federal assistance. Please do so in the space below.

[Please limit your response to a maximum of 3,000 characters.]

The Great Recession hit the Hemet community especially hard. The police department budget was cut by over 30% in 4 years. In order to maintain the highest quality service to our community, we have been forced to create innovative programs to address crime, safety and quality of life issues. In many ways, the recession has forced the Hemet Police Department into collaborative relationships with other government agencies, community groups and non-profits. Several community groups have formed to help the city and police department better serve the community in spite of depleted resources. The Inland Empire housing market was one of the most severely impacted by the recession, nationwide. Hemet property tax rolls were hit hard as the property values plummeted. The loss of the grants, dissolution of RDA, housing market crash and unemployment rates have resulted in a structural deficit of approximately \$3.5 Million. Closing the gap was achieved by using \$2.1 million in one-time funds, \$1.2 million in expenditure reductions, and the use of \$199,500 from reserves. Our request for a COPS Micro grant (\$50,000) is based on the need to fund a part time crime and data analyst. Although the city's finances have stabilized; we are not in a position to add staff at this time. The Hemet Police Department does not employ a trained crime analyst, however most officers and civilians do the best they can conducting their own research and ana

# COPS Application

## Attachment to SF-424

### SECTION 8: Continuation of Project After Federal Funding Ends

#### B. Continuation of Project after Federal Funding Ends (for other COPS grants with no retention plan requirement)

Please complete these questions to indicate any plans you may have to continue this program, project, or activity after the conclusion of federal funding.

#### 1. Does your agency plan to obtain necessary support and continue the program, project, or activity following the conclusion of federal support?

Yes  No

#### 2. Please identify the source(s) of funding that your agency plans to utilize to continue the program, project, or activity following the conclusion of federal support:(*check all that apply*)

- General funds
- Raise bond/tax issue
- Private sources/donations
- Non-federal asset forfeiture funds (subject to approval from the state or local oversight agency)
- Fundraising efforts
- State, local, or other non-federal grant funding
- Other (Please provide a brief description of the source(s) of funding not to exceed 350 characters.)

# COPS Application

## Attachment to SF-424

### SECTION 10: Executive Summary

Please provide a brief summary of how your agency will use this federal funding. Refer to the COPS Application Guide for clarification on specific information to include in your summary, and be sure to provide a description of how you expect this grant to impact public safety and/or crime prevention in your community. The Executive Summary may be used to keep Congress or other executive branch agencies informed on law enforcement strategies to deter crime in your community.

Responses are limited to a maximum of 3000 characters.

The Hemet Police Department will use the COPS Program Micro Grant to support the salary for a part time Crime and Data Analyst to support the Citywide Restoring Our Community Strategy (ROCS) Community Policing Initiative. The Great Recession hit the Hemet community especially hard. The police department budget was cut by over 30% in 4 years. In order to maintain the highest quality service to our community, we have been forced to create innovative programs to address crime, safety and quality of life issues. In many ways, the recession has forced the Hemet Police Department into collaborative relationships with other government agencies, community groups and non-profits. Several community groups have formed to help the city and police department better serve the community in spite of depleted resources. In this light, the city recently initiated an aggressive cooperative effort dubbed the "Restoring Our Community Strategy" or "HEMET R.O.C.S." This initiative pulls together key city departments (Police Code Compliance, Building & Safety, Fire and Planning) to address the underlying property issues that contribute to crime and compromise quality of life (sometimes referred to as the "location" component of the Crime Triangle). The Police department supervises the Field Operations Task Force component of the Hemet R.O.C.S. program that also includes two (2) USDOJ "COPS to VETS" funded positions as task force members. After the first year of operations, the Field Operations Task Force, comprised of police, code compliance, fire and building & safety personnel, has conducted operations and inspections at 7 of the most notable apartment complexes, mobile home parks and rental properties in the city. Despite a general consensus that the operations have been successful, the task force has reported a significant void in terms of their ability to gather and analyze information to determine priorities (most serious issues), effectiveness (a reduction in calls for service and crime), and responsiveness (ongoing compliance by the property owner. Our COPS Micro grant request is based on the need foR a part time crime and data analyst. Although the city's finances have stabilized; we are not able to begin adding staff at this time. The Hemet Police Department does not employ a trained crime analyst, however most officers and civilians do the best they can conducting their own research and analysis. A part time analyst would allow the Hemet R.O.C.S. task force members to focus better utilize their time, resources and skills to address the pressing issues and activities that will lead to a restored community.

# COPS Application

Attachment to SF-424

## SECTION 11: Project Description (Narrative)

Please include in your application an in-depth narrative response detailing your proposed project. Please refer to the COPS Application Guide: "How to Apply" for information on what should be included in your response, as well as any additional formatting requirements and page length limitations. **Note: Community Policing Development (CPD) grant applicants must submit their entire project description as an attachment in Section 13 of this application.**

### **F. Project Description (Narrative) Attachment:**

**Child Sexual Predator Program (CSPP) and Community Policing Development (CPD)** applicants must submit their entire project description as an attachment in Section 13 of this application.

# COPS Application

## Attachment to SF-424

### SECTION 12: Official Partner(s) Contact Information

An official "partner" under the grant may be a governmental, private, school district, or other applicable entity that has established a legal, contractual, or other agreement with the applicant for the purpose of supporting and working together for mutual benefits of the grant. Please see the COPS Application Guide for more information on official partners that may be required.

**FirstName LastName AgencyName Delete Edit**

Title:				
First Name:		MI:	Last Name:	Suffix:
Name of Partner Agency (e.g., Smithville High School):				
Type of Partner Agency (e.g., School District):				
Street Address 1:				
Street Address 2:				
City:		State:	<input checked="" type="radio"/>	Zip Code:
Telephone:		Fax:		
Email:				

Add

#### Person Submitting this Application

By clicking this box and typing my name below, I certify that I have been legally and officially authorized by the appropriate governing body to identify the partner (s) listed above and act on behalf of the grant applicant entity. I also certify that the above agency (or agencies) is a partner (or are partners) to the grant project as required by the grant and that our agencies mutually agreed to this partnership as related to this grant project prior to submission of this grant application. In addition, I certify that the information provided above regarding the partner(s) is true and accurate to the best of my knowledge. I understand that false statements or claims made in connection with COPS programs may result in fines, imprisonment, debarment from participating in federal grants, cooperative agreements, or contracts, and/or any other remedy available by law to the Federal Government.

Please type your name here in place of your signature:

# COPS Application

Attachment to SF-424

## SECTION 13: Application Attachments

File Name	File Type	Delete
<a href="#">CA03308_424_11402490.pdf</a>	Attachment424	<a href="#">Delete</a>
<a href="#">2013 COPS Micro Grant PROJECT NARRATIVE.docx</a>	ProjectNarrativeCPDApplicantsOnly	<a href="#">Delete</a>
<a href="#">2013 COPS Micro Grant BUDGET NARRATIVE.docx</a>	BudgetDetailsWorksheetCPDApplicantsOnly	<a href="#">Delete</a>

This section should be used to attach any required or applicable attachments to your grant applications (e.g., Memorandum of Understanding, etc.)

If the program for which you are applying requires a Memorandum of Understanding (MOU), this document should define the roles and responsibilities of the individuals and partner(s) involved in your proposed project. Please refer to the program-specific Application Guide to determine if an MOU or other application attachments are required. The Guide will also specify if optional attachments are permitted for submission.

Attachment type:

# COPS Application

## Attachment to SF-424

### SECTION 14: Budget Detail Worksheets

#### Instructions for Completing the Budget Detail Worksheets

The following Budget Detail Worksheets are designed to allow all COPS grant and cooperative agreement applicants to use the same budget forms to request funding. Allowable and unallowable costs vary widely and depend upon the type of COPS program. The maximum federal funds that can be requested and the federal/local share breakdown requirements also vary.

Please refer to the program-specific Application Guide to determine the allowable/unallowable costs, the maximum amount of federal funds that can be requested, and the federal/local share requirements for the COPS program for which your agency is applying. To assist you, sample Budget Detail Worksheets are included in each Application Guide.

Please complete each section of the Budget Detail Worksheets applicable to the program for which you are applying (see the Program-specific Application Guide for requirements). If you are not requesting anything under a particular budget category, please check the appropriate box in that category indicating that no positions or items are requested.

All calculations should be rounded to the nearest whole dollar. Once the budget for your proposal has been completed, a budget summary page will reflect the total amounts requested in each category, the total project costs, and the total federal and local shares.

**If you need assistance in completing the Budget Detail Worksheets, please call the COPS Office Response Center at 800.421.6770.**

# COPS Application

## Attachment to SF-424

### SECTION 14: Budget Detail Worksheets

**Instructions:** This worksheet will assist your agency in reporting your agency's current *entry-level* salary and benefits and identifying the total salary and benefits request per officer position for the length of the grant term. Please list the current entry-level base salary and fringe benefits *rounded to the nearest whole dollar* for one full-time sworn officer position within your agency. Do not include employee contributions. (Please refer to the [Program-specific Application Guide](#) for information on the length of the grant term for the program under which you are applying.)

Please refer to the [Program-specific Application Guide](#) for information about allowable and unallowable fringe benefits for sworn officer positions requested under the program to which your agency is applying.

#### CIVILIAN:

No Civilian/Non-Sworn Officer Positions Requested

Title	Description	Number of Positions	Delete	Edit
P/T Crime and Data Analyst	Community Policing "ROCS" Project Support	1	<a href="#">Delete</a>	<a href="#">Edit</a>

Add Civilian

# COPS Application

Attachment to SF-424

## SECTION 14: Budget Detail Worksheets

### B. BUDGET DETAILS

#### B. Civilian/Non-sworn Positions Part 1

B. Base Salary and Fringe Benefits for Civilian/Non-Sworn Personnel

**Part 1: Instructions:** Please complete the questions below for one position salary and benefits package. As applicable per the program -specific Application Guide, you may also be required to project Year 2 and Year 3 salaries.

##### A. Base Salary Information

	Year 1 Salary	Year 2 Salary	Year 3 Salary
Position Title	Enter the current first year base salary for one position	Enter the current second year base salary for one position	Enter the current third year base salary for one position
	<input type="text" value="\$25,000.00"/>	<input type="text" value="\$25,000.00"/>	<input type="text" value="\$0.00"/>
	Does the base salary include vacation costs?	Does the base salary include vacation costs?	Does the base salary include vacation costs?
<input type="text" value="P/T Crime and Data Analyst"/>	<input type="checkbox"/> Yes <input type="checkbox"/> No	<input type="checkbox"/> Yes <input type="checkbox"/> No	<input type="checkbox"/> Yes <input type="checkbox"/> No
	Does the base salary include sick leave costs?	Does the base salary include sick leave costs?	Does the base salary include sick leave costs?
	<input type="checkbox"/> Yes <input type="checkbox"/> No	<input type="checkbox"/> Yes <input type="checkbox"/> No	<input type="checkbox"/> Yes <input type="checkbox"/> No
Description	x <input type="text" value="100%"/> of time on project =	x <input type="text" value="100%"/> of time on project =	x <input type="text" value="0%"/> of time on project =
<input project="" rocs"="" support"="" type="text" value="Community Policing "/>	<input type="text" value="\$25,000.00"/>	<input type="text" value="\$25,000.00"/>	<input type="text" value="\$0.00"/>

B. Fringe benefit costs should be calculated for each year of the grant term.

##### FRINGE BENEFITS:

	Year 1 Fringe Benefits		Year 2 Fringe Benefits		Year 3 Fringe Benefits	
	COST BASE:	% OF	COST BASE:	% OF	COST BASE:	% OF
Social Security (Cannot exceed 6.2 of Total Base Salary)	<input type="text" value="\$0.00"/>	<input type="text" value="0%"/>	<input type="text" value="\$0.00"/>	<input type="text" value="0%"/>	<input type="text" value="\$0.00"/>	<input type="text" value="0%"/>
<input type="checkbox"/> Exempt <input type="checkbox"/> Fixed Rate						
Medicare (Cannot exceed 1.45 of Total Base Salary)	<input type="text" value="\$0.00"/>	<input type="text" value="0%"/>	<input type="text" value="\$0.00"/>	<input type="text" value="0%"/>	<input type="text" value="\$0.00"/>	<input type="text" value="0%"/>
<input type="checkbox"/> Exempt <input type="checkbox"/> Fixed Rate						

Health Insurance	\$0.00	0%	\$0.00	0%	\$0.00	0%
Life Insurance	\$0.00	0%	\$0.00	0%	\$0.00	0%
Vacation <input type="text"/> Number of Hours Annually: <input type="text"/>	\$0.00	0%	\$0.00	0%	\$0.00	0%
Sick Leave <input type="text"/> Number of Hours Annually: <input type="text"/>	\$0.00	0%	\$0.00	0%	\$0.00	0%
Retirement	\$0.00	0%	\$0.00	0%	\$0.00	0%
Worker's Compensation <input type="checkbox"/> Exempt	\$0.00	0%	\$0.00	0%	\$0.00	0%
Unemployment Insurance <input type="checkbox"/> Exempt	\$0.00	0%	\$0.00	0%	\$0.00	0%
Other <input type="text"/>	\$0.00	0%	\$0.00	0%	\$0.00	0%
Other <input type="text"/>	\$0.00	0%	\$0.00	0%	\$0.00	0%
Other <input type="text"/>	\$0.00	0%	\$0.00	0%	\$0.00	0%
Benefits Sub-Total Per Year (1 Position)	\$0.00		\$0.00		\$0.00	
Total (A+B)	\$25,000.00 (A+B)		\$25,000.00 (A+B)		\$0.00 (A+B)	

**D. Total Salary and Benefits for Years 1, 2 (1 Position):** \$  X  # of Positions =

# COPS Application

## Attachment to SF-424

### SECTION 14: Budget Detail Worksheets

#### C. EQUIPMENT / TECHNOLOGY

No Equipment/Technology Requested

**Instructions:** List non-expendable items that are to be purchased. **Provide a specific description for each item in the description boxes below and explain how the item supports the project goals and objectives as outlined in your application.** Non-expendable equipment is tangible property (e.g., technology) having a useful life of more than one year and an acquisition cost of \$5,000 or more per unit. Expendable items should be included either in the “SUPPLIES” or “OTHER” categories. Applicants should analyze the cost benefits of purchasing versus leasing equipment, especially for high-price items and those subject to rapid technical advances. Rented or leased equipment costs should be listed in the “CONTRACTS / CONSULTANTS” category.

Please be advised that, to the greatest extent practical, all equipment and products purchased with these funds must be American-made.

**For agencies purchasing items related to enhanced communications systems, the COPS Office expects and encourages that, wherever feasible, such voice or data communications equipment should be incorporated into an intra- or interjurisdictional strategy for communications interoperability among federal, state, and local law enforcement agencies.**

See the [Program-specific Application Guide](#) for a list of allowable/unallowable costs for this program. Agencies are encouraged to limit their requests to the lines shown below and group similar items together so that all items are accounted for on the budget worksheet for each category. Please limit your descriptions to 1000 characters.

Item Name	Computation (# of Items/Units X Unit cost)	Per Item Subtotal	Description (Explain how this item supports the project goals and objectives)	Delete	Edit
	X \$ .00			Add	
<b>Total:</b>			\$0.00		

# COPS Application

## Attachment to SF-424

### SECTION 14: Budget Detail Worksheets

#### D. SUPPLIES

No Supplies Requested

**Instructions:** List items by type (office supplies; postage; training materials; copying paper; books; hand-held tape recorders; etc). **Provide a specific description for each item in the description boxes below and explain how it supports the project goals and objectives outlined in your application.** Generally, supplies include any materials that are expendable or consumed during the course of the project.

See the [Program-specific Application Guide](#) for a list of allowable/unallowable costs for this program. Agencies are encouraged to limit their requests to the lines shown below and group similar items together so that all items are accounted for on the budget worksheet for each category. Please limit your descriptions to 1000 characters.

Item Name	Computation (# of Items/Units X Unit Cost)	Per Item Subtotal	Description (Explain how this item supports the project goals and Delete Edit objectives)
	X \$ .00		Add
		Total:	\$0.00

# COPS Application

## Attachment to SF-424

### SECTION 14: Budget Detail Worksheets

#### E. TRAVEL/TRAINING

No Travel/Training Requested

**Instructions:** Itemize grant-related travel expenses of grantee personnel (excluding consultants, whose expenses are listed in Section F) by event (e.g., mandatory training, staff to training, field interviews, advisory group meetings). Identify the location of travel whenever possible, and show the number of staff expected to attend each event. Training fees, transportation, lodging and per diem rates for trainees should be listed as separate travel items. Grantee travel costs specific to the grant project may be based on the grantee's written travel policy, assuming the costs are reasonable. Grantees without a written travel policy must follow the established federal rates (found at [www.gsa.gov](http://www.gsa.gov)) for lodging, meals, and per diem. For all grantees (with or without a written travel policy), airfare travel costs must be one of the following: the lowest discount commercial airfare, standard coach airfare, or the Federal Government contract airfare (if authorized and available).

See the [Program-specific Application Guide](#) for a list of allowable/unallowable costs for this program. Agencies are encouraged to limit their requests to the lines shown below and group similar items together so that all items are accounted for on the budget worksheet for each category. Provide a specific description in the description boxes below for each item and explain how the item supports the project goals and objectives as outlined in your application. Please limit your descriptions to 1000 characters.

Event Title and Location	Event Costs	Number of Staff	Per Event Subtotal	Description (Explain how this item supports the project goals and objectives)	Delete	Edit
	Registration: <input type="text"/>				Add	
	Transportation: <input type="text"/>					
	Lodging: <input type="text"/>					
	Per diem: <input type="text"/>					
<b>Total:</b>			\$0.00			

# COPS Application

## Attachment to SF-424

### SECTION 14: Budget Detail Worksheets

#### F1. CONTRACTS/CONSULTANT

No Contracts/Consultants Costs Requested

**Instructions:** See the [Program-specific Application Guide](#) for a list of allowable/unallowable costs for the particular program to which you are applying. Provide a specific description in the description boxes below for each item and explain how the item supports the project goals and objectives as outlined in your application. Please limit your descriptions to 1000 characters.

**Contracts:** Provide a cost estimate for the product or service to be procured by contract. Applicants are encouraged to promote free and open competition in awarding contracts. If awarded, requests for sole source procurements of equipment, technology, or services in excess of \$100,000 must be submitted to the COPS Office for prior approval. (See Application Guide for more information on the required submission.)

Contract Name	Per Contact Subtotal	Description (Explain how this item supports the project goals and objectives)	Delete	Edit
<input type="text"/>	\$ <input type="text"/> .00	<input type="text"/>		Add
<b>Total:</b>		\$0.00		

# COPS Application

## Attachment to SF-424

### SECTION 14: Budget Detail Worksheets

#### F2. CONSULTANT FEES

No Consultants Fees Requested

**Instructions:** See the [Program-specific Application Guide](#) for a list of allowable/unallowable costs for the particular program to which you are applying. Provide a specific description in the description boxes below for each item and explain how the item supports the project goals and objectives as outlined in your application. Please limit your descriptions to 1000 characters.

**Consultant Fees:** For each consultant enter the name (if known), service to be provided, hourly or daily fee (based upon an 8-hour day), and estimated length of time on the project. Unless otherwise approved by the COPS Office, approved consultant rates will be based on the salary a consultant receives from his or her primary employer. Consultant fees in excess of \$550 per day require additional written justification and must be pre-approved in writing by the COPS Office if the consultant is hired via a noncompetitive bidding process.

Consultant Name/Title	Service Provided	Computation (Cost X # Days)	Per Consultant Subtotal	Description (Explain how this item supports the project goals and objectives)	Delete Edit
<input type="text"/>	<input type="text"/>	\$ <input type="text"/> .00 X <input type="text"/>		<input type="text"/>	Add
			<b>Total:</b>	\$0.00	

# COPS Application

## Attachment to SF-424

### SECTION 14: Budget Detail Worksheets

#### F3. Consultant Travel

No Consultants Travel Requested

**Instructions:** See the [Program-specific Application Guide](#) for a list of allowable/unallowable costs for the particular program to which you are applying. Provide a specific description in the description boxes below for each item and explain how the item supports the project goals and objectives as outlined in your application. Please limit your descriptions to 1000 characters.

List all travel-related expenses to be paid from the grant to the individual consultants (e.g., transportation, meals, lodging) separate from their consultant fees.

Consultant Name / Event Title	Event Costs	Number of Staff	Per Event Subtotal	Description (Explain how this item supports the project goals and objectives)	Delete	Edit
<input type="text"/>	Registration: <input type="text"/> Transportation: <input type="text"/> Lodging: <input type="text"/> Per diem: <input type="text"/>	<input type="text"/>		<input type="text"/>		Add
<b>Total:</b>				\$0.00		

# COPS Application

## Attachment to SF-424

### SECTION 14: Budget Detail Worksheets

#### F4. Consultant Expenses

No Consultants Expenses Requested

**Instructions:** See the [Program-specific Application Guide](#) for a list of allowable/unallowable costs for the particular program to which you are applying. Provide a specific description in the description boxes below for each item and explain how the item supports the project goals and objectives as outlined in your application. Please limit your descriptions to 1000 characters.

**Consultant Expenses:** List all travel-related expenses to be paid from the grant to the individual consultants separate from their consultant fees and travel expenses (e.g., computer equipment and office supplies).

Consultant Name/Title	Item(s)	Per Consultant Expenses Subtotal	Description (Explain how this item supports the project goals and objectives)	Delete	Edit
<input type="text"/>	<input type="text"/>	\$ <input type="text"/> .00	<input type="text"/>		Add
<b>Total:</b>			\$0.00		

# COPS Application

Attachment to SF-424

## SECTION 14: Budget Detail Worksheets

### G. OTHER COSTS

No Other Costs Requested

**Instructions:** List other requested items that will support the project goals and objectives as outlined in your application. **Provide a specific description for each item in the description boxes below and explain how the item supports the project goals and objectives as outlined in your application.**

Please be advised that, to the greatest extent practical, all equipment and products purchased with these funds must be American-made.

See the [Program-specific Application Guide](#) for a list of allowable/unallowable costs for this program. Agencies are encouraged to limit their requests to the lines shown below and group similar items together so that all items are accounted for on the budget worksheet for each category. Please limit your descriptions to 1000 characters.

Item Name	Computation (# of Items/Units X Unit Cost)	Per Item Subtotal	Description (Explain how this item supports the project goals and Delete Edit objectives)	Add
	X \$ .00			Add
Total:			\$0.00	

# COPS Application

## Attachment to SF-424

### SECTION 14: Budget Detail Worksheets

#### H. INDIRECT COSTS

No Indirect Costs Requested

**Instructions:** Indirect costs are allowed under a very limited number of specialized COPS programs. Please see the [Program-specific Application Guide](#) for a list of allowable/unallowable costs for the particular program to which you are applying.

If indirect costs are requested, a copy of the agency's fully-executed, negotiated Federal Rate Approval Agreement must be attached to this application.

If your organization is requesting indirect costs for this project, please include a copy of your current, signed federally approved indirect Cost Rate Negotiated Agreement. If the applicant does not have an approved rate, a rate can be requested by contacting the applicant's cognizant federal agency, which will review all documentation and approve a rate for the applicant organization. Please limit your description to 1000 characters .

Indirect Cost Description	Approved Indirect Cost	Indirect Cost Total	Description (Explain how this item supports the project goals and objectives)	Delete Edit
<input type="text"/>	\$ <input type="text"/> .00	<input type="text"/>	<input type="text"/>	Add
<b>Total:</b>		\$0.00		

# COPS Application

## Attachment to SF-424

### SECTION 14: Budget Detail Worksheets

#### BUDGET SUMMARY

**Instructions:** Please review the category totals and the total project costs below. If the category totals and project amounts shown are correct, please continue with the submission of your application. Should you need to make revisions to a budget category, please return to the Budget Detail Worksheet.

	Budget Category	Category Total
A.	Sworn Officer Positions	\$0.00
B.	Civilian/Non-Sworn Personnel	\$50,000.00
C.	Equipment/Technology	\$0.00
D.	Supplies	\$0.00
E.	Travel/Training	\$0.00
F.	Contracts/Consultants	\$0.00
G.	Other Costs	\$0.00
H.	Indirect Costs	\$0.00
<b>Total Project Amount:</b>		\$50,000.00

**Total Federal Share Amount:** \$50,000.00

(Total Project Amount X Federal Share Percentage Allowable)

**Total Local Share Amount (If applicable):** \$0.00

(Total Project Amount - Total Federal Share Amount)

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#### Contact Information for Budget Questions

Please provide contact information of the financial official that the COPS Office may contact with questions related to your budget submission.

First Name:

Shirley

Last Name: Johnson  
Title: Management Assistant  
Phone: 951-765-2409  
Fax: 951-765-2474  
E-mail Address: sgjohnson@cityofhemet.org

# COPS Application

## Attachment to SF-424

### SECTION 15A: Assurances

Several provisions of federal law and policy apply to all grant programs. The Office of Community Oriented Policing Services needs to secure your assurance that the applicant will comply with these provisions. If you would like further information about any of these assurances, please contact your state's COPS Grant Program Specialist at 800-421-6770.

By signing this form, the applicant assures that it will comply with all legal and administrative requirements that govern the applicant for acceptance and use of federal grant funds. In particular, the applicant assures us that:

1. It has been legally and officially authorized by the appropriate governing body (for example, mayor or city council) to apply for this grant and that the persons signing the application and these assurances on its behalf are authorized to do so and to act on its behalf with respect to any issues that may arise during processing of this application.
2. It will comply with the provisions of federal law, which limit certain political activities of grantee employees whose principal employment is in connection with an activity financed in whole or in part with this grant. These restrictions are set forth in 5 U.S.C. § 1501, et seq.
3. It will comply with the minimum wage and maximum hours provisions of the Federal Fair Labor Standards Act, if applicable.
4. It will establish safeguards, if it has not done so already, to prohibit employees from using their positions for a purpose that is, or gives the appearance of being, motivated by a desire for private gain for themselves or others, particularly those with whom they have family, business or other ties.
5. It will give the Department of Justice or the Comptroller General access to and the right to examine records and documents related to the grant.
6. It will comply with all requirements imposed by the Department of Justice as a condition or administrative requirement of the grant, including but not limited to: the requirements of 28 CFR Part 66 and 28 CFR Part 70 (governing administrative requirements for grants and cooperative agreements); 2 CFR Part 225 (OMB Circular A-87), 2 CFR 220 (OMB Circular A-21), 2 CFR Part 230 (OMB Circular A-122) and 48 CFR Part 31.000, et seq. (FAR 31) (governing cost principles); OMB Circular A-133 (governing audits) and other applicable OMB circulars; the applicable provisions of the Omnibus Crime Control and Safe Streets Act of 1968, as amended; 28 CFR Part 38.1; the applicable COPS Application Guidelines; the applicable COPS Grant Owner's Manuals; and with all other applicable program requirements, laws, orders, regulations, or circulars.
7. It will, to the extent practicable and consistent with applicable law, seek, recruit and hire qualified members of racial and ethnic minority groups and qualified women in order to further effective law enforcement by increasing their ranks within the sworn positions in the agency.
8. It will not (and will require any subgrantees, contractors, successors, transferees, and assignees not to), on the ground of race, color, religion, national origin, sex, disability, or age, unlawfully exclude any person from participation in, deny the benefits of or employment to any person, or subject any person to discrimination in connection with any programs or activities funded in whole or in part with federal funds. These civil rights requirements are found in the non-discrimination provisions of Title VI of the Civil Rights Act of 1964, as amended (42 U.S.C. § 2000d); the Omnibus Crime Control and Safe Streets Act of 1968, as amended (42 U.S.C. § 3789d); Section 504 of the Rehabilitation Act of 1973, as amended (29 U.S.C. § 794); the Age Discrimination Act of 1975 (42 U.S.C. §6101, et seq.); Title IX of the Education Amendments of 1972, as amended (20 U.S.C. 1681 et seq.); and the corresponding DOJ regulations implementing those statutes at 28 C.F.R. part 42 (subparts C, D, E, G, and I). It will also comply with Executive Order 13279 Equal Treatment for Faith-Based Organizations and its implementing regulations at 28 C.F.R Part 38, which requires equal treatment of religious organizations in the funding process and nondiscrimination of beneficiaries by Faith-Based Organizations on the basis of belief or non-belief."
  - A. In the event that any court or administrative agency makes a finding of discrimination on grounds of race, color, religion, national origin, gender, disability or age against the applicant after a due process hearing, it agrees to forward a copy of the finding to the Office for Civil Rights, Office of Justice Programs, 810 7th Street, NW, Washington, D.C. 20531.
  - B. If your organization has received an award for \$500,000 or more and has 50 or more employees, then it has to prepare an Equal Employment Opportunity Plan (EEOP) and submit it to the Office for Civil Rights ("OCR"), Office of Justice Programs, 810 7th Street, N.W., Washington, DC 20531, for review within 60 days of the notification of the award. If your organization received an award between \$25,000 and \$500,000 and has 50 or more employees, your organization still has to prepare an EEOP, but it does not have to submit the EEOP to OCR for review. Instead, your organization has to maintain the EEOP on file and make it available for review on request. In addition, your organization has to complete Section B of the Certification Form and return it to OCR. If your organization received an award for less than \$25,000; or if your organization has less than 50 employees, regardless of the amount of the award; or if your organization is a medical institution, educational institution, nonprofit organization or

Indian tribe, then your organization is exempt from the EEOP requirement. However, your organization must complete Section A of the Certification Form and return it to OCR.

9. Pursuant to Department of Justice guidelines (June 18, 2002 Federal Register (Volume 67, Number 117, pages 41455-41472)), under Title VI of the Civil Rights Act of 1964, it will ensure meaningful access to its programs and activities by persons with limited English proficiency.

10. It will ensure that any facilities under its ownership, lease or supervision which shall be utilized in the accomplishment of the project are not listed on the Environmental Protection Agency' (EPA) list of Violating Facilities and that it will notify us if advised by the EPA that a facility to be used in this grant is under consideration for such listing by the EPA..

11. If the applicant's state has established a review and comment procedure under Executive Order 12372 and has selected this program for review, it has made this application available for review by the state Single Point of Contact.

12. It will submit all surveys, interview protocols, and other information collections to the COPS Office for submission to the Office of Management and Budget for clearance under the Paperwork Reduction Act of 1995 if required.

13. It will comply with the Human Subjects Research Risk Protections requirements of 28 CFR Part 46 if any part of the funded project contains non-exempt research or statistical activities which involve human subjects and also with 28 CFR Part 22, requiring the safeguarding of individually identifiable information collected from research participants.

14. Pursuant to Executive Order 13043, it will enforce on-the-job seat belt policies and programs for employees when operating agency-owned, rented or personally-owned vehicles.

15. It will not use COPS funds to supplant (replace) state, local, or Bureau of Indian Affairs funds that otherwise would be made available for the purposes of this grant, as applicable.

16. If the awarded grant contains a retention requirement, it will retain the increased officer staffing level and/or the increased officer redeployment level, as applicable, with state or local funds for a minimum of 12 months following expiration of the grant period.

17. It will not use any federal funding directly or indirectly to influence in any manner a Member of Congress, a jurisdiction, or an official of any government, to favor, adopt, or oppose, by vote or otherwise, any legislation, law ratification, policy or appropriation whether before or after the introduction of any bill, measure, or resolution proposing such legislation, law, ratification, policy or appropriation as set forth in the Anti- Lobby Act, 18 U.S.C. 1913.

18. In the event that a portion of grant reimbursements are seized to pay off delinquent federal debts through the Treasury Offset Program or other debt collection process, it agrees to increase the non-federal share (or, if the awarded grant does not contain a cost sharing requirement, contribute a non-federal share) equal to the amount seized in order to fully implement the grant project.

19. None of the funds made available under this award may be distributed to the Association of Community Organizations for Reform Now (ACORN) or its subsidiaries.

False statements or claims made in connection with COPS grants (including cooperative agreements) may result in fines, imprisonment, disbarment from participating in federal grants or contracts, and/or any other remedy available by law.

I certify that the assurances provided are true and accurate to the best of my knowledge.

Elections or other selections of new officials will not relieve the grantee entity of its obligations under this grant.

David Brown

06/04/2013

**Signature of Law Enforcement Executive/Agency Executive  
(For your electronic signature, please type in your name)**

**David Brown**

Date

Ronald Bradley

06/04/2013

**Signature of Government Executive/Financial Official  
(For your electronic signature, please type in your name)**

**Ronald Bradley**

Date

# COPS Application

## Attachment to SF-424

### SECTION 15B: Certifications

#### **Regarding Lobbying; Debarment, Suspension and Other Responsibility Matters; Federal Taxes and Assessments; Drug-Free Workplace Requirements; and Coordination with Affected Agencies.**

Although the Department of Justice has made every effort to simplify the application process, other provisions of federal law require us to seek your agency's certification regarding certain matters. Applicants should read the regulations cited below and the instructions for certification included in the regulations to understand the requirements and whether they apply to a particular applicant. Signing this form complies with certification requirements under 28 CFR Part 69, "New Restrictions on Lobbying," 2 CFR Part 2867, "Nonprocurement Debarment and Suspension," Public Law 111-117 or the most recent applicable appropriations Act, 28 CFR Part 83, "Government-Wide Requirements for Drug-Free Workplace (Grants)," and the coordination requirements of the Public Safety Partnership and Community Policing Act of 1994. The certifications shall be treated as a material representation of fact upon which reliance will be placed when the Department of Justice determines to award the covered grant.

#### **1. Lobbying**

As required by Section 1352, Title 31 of the U.S. Code, and implemented at 28 CFR Part 69, for persons entering into a grant or cooperative agreement over \$100,000, as defined at 28 CFR Part 69, the applicant certifies that:

- A. No federal appropriated funds have been paid or will be paid, by or on behalf of the undersigned, to any person for influencing or attempting to influence an officer or employee of any agency, a member of Congress, an officer or employee of Congress, or an employee of a member of Congress in connection with the making of any federal grant; the entering into of any cooperative agreement; and the extension, continuation, renewal, amendment or modification of any federal grant or cooperative agreement;
- B. If any funds other than federal appropriated funds have been paid or will be paid to any person for influencing or attempting to influence an officer or employee of any agency, a member of Congress, an officer or employee of Congress, or an employee of a member of Congress in connection with this federal grant or cooperative agreement, the undersigned shall complete and submit Standard Form - LLL, "Disclosure of Lobbying Activities," in accordance with its instructions; and
- C. The undersigned shall require that the language of this certification be included in the award documents for all subawards at all tiers (including subgrants, contracts under grants and cooperative agreements, and subcontracts) and that all sub-recipients shall certify and disclose accordingly.

#### **2. Debarment, Suspension and Other Responsibility Matters (Direct Recipient)**

As required by Executive Order 12549, Debarment and Suspension, and implemented at 2 CFR Part 2867, for prospective participants in primary covered transactions, as defined at 2 CFR Part 2867.20(a), the applicant certifies that it and its principals:

- A. Are not presently debarred, suspended, proposed for debarment, declared ineligible, sentenced to a denial of federal benefits by a state or federal court, or voluntarily excluded from covered transactions by any federal department or agency;
- B. Have not within a three-year period preceding this application been convicted of or had a civil judgment rendered against them for commission of fraud or a criminal offense in connection with obtaining, attempting to obtain, or performing a public (federal, state or local) or private agreement or transaction; violation of federal or state antitrust statutes or commission of embezzlement, theft, forgery, bribery, falsification or destruction of records, making false statements, tax evasion or receiving stolen property, making false claims, or obstruction of justice, or commission of any offense indicating a lack of business integrity or business honesty that seriously and directly affects your present responsibility;
- C. Are not presently indicted for or otherwise criminally or civilly charged by a governmental entity (federal, state or local) with commission of any of the offenses enumerated in paragraph (B) of this certification; and
- D. Have not within a three-year period preceding this application had one or more public transactions (federal, state or local) terminated for cause or default.

#### **3. Federal Taxes and Assessments**

- A. If applicable, an applicant who receives an award in excess of \$5,000,000 certifies that, to the best of its knowledge and belief, the applicant has filed

all federal tax returns required during the three years preceding the certification, has not been convicted of a criminal offense under the Internal Revenue Code of 1986, and has not, more than 90 days prior to certification, been notified of any unpaid federal tax assessment for which the liability remains unsatisfied, unless the assessment is the subject of an installment agreement or offer in compromise that has been approved by the Internal Revenue Service and is not in default, or the assessment is the subject of a non-frivolous administrative or judicial proceeding.

B. The applicant certifies that it does not have any unpaid Federal tax liability that has been assessed, for which all judicial and administrative remedies have been exhausted or have lapsed, and that is not being paid in a timely manner pursuant to an agreement with the authority responsible for collecting the tax liability.

#### 4. Drug-Free Workplace (Grantees Other Than Individuals)

As required by the Drug-Free Workplace Act of 1988, and implemented at 28 CFR Part 83, for grantees/recipients, as defined at 28 CFR Part 83.660 -

A. The applicant certifies that it will, or will continue to, provide a drug-free workplace by:

(i) Publishing a statement notifying employees that the unlawful manufacture, distribution, dispensing, possession or use of a controlled substance is prohibited in the grantee's workplace and specifying the actions that will be taken against employees for violation of such prohibition;

(ii) Establishing an on-going drug-free awareness program to inform employees about -

(a) The dangers of drug abuse in the workplace;

(b) The grantee's policy of maintaining a drug-free workplace;

(c) Any available drug counseling, rehabilitation and employee assistance programs; and

(d) The penalties that may be imposed upon employees for drug-abuse violations occurring in the workplace;

(iii) Making it a requirement that each employee to be engaged in the performance of the grant be given a copy of the statement required by paragraph (i);

(iv) Notifying the employee in the statement required by paragraph (i) that, as a condition of employment under the grant, the employee will -

(a) Abide by the terms of the statement; and

(b) Notify the employer in writing of his or her conviction for a violation of a criminal drug statute occurring in the workplace no later than five calendar days after such conviction;

(v) Notifying the agency, in writing, within 10 calendar days after receiving notice under subparagraph (iv)(b) from an employee or otherwise receiving actual notice of such conviction. Employers of convicted employees must provide notice, including position title, to: COPS Office, 145 N St, NE, Washington, D.C. 20530. Notice shall include the identification number(s) of each affected grant;

(vi) Taking one of the following actions, within 30 calendar days of receiving notice under subparagraph (iv)(b), with respect to any employee who is so convicted -

(a) Taking appropriate personnel action against such an employee, up to and including termination, consistent with the requirements of the Rehabilitation Act of 1973, as amended; or

(b) Requiring such employee to participate satisfactorily in a drug abuse assistance or rehabilitation program approved for such purposes by a federal, state or local health, law enforcement or other appropriate agency;

(vii) Making a good faith effort to continue to maintain a drug-free workplace through implementation of paragraphs (i), (ii), (iii), (iv), (v), and (vi).

#### Grantee Agency Name and Address:

B. The grantee may insert in the space provided below the site(s) for the performance of work done in connection with the specific grant:

Place of performance (street address, city, county, state, zip code)

450 E. Latham Ave Hemet, CA 92544

Check  if there are workplaces on file that are not identified here.

## 5. Coordination

The Public Safety Partnership and Community Policing Act of 1994 requires applicants to certify that there has been appropriate coordination with all agencies that may be affected by the applicant's grant proposal if approved. Affected agencies may include, among others, the Office of the United States Attorney, state or local prosecutors, or correctional agencies. The applicant certifies that there has been appropriate coordination with all affected agencies.

*Where the applicant is unable to certify to any of the statements in this Certifications form, he or she shall attach an explanation to this application regarding the particular statement that cannot be certified. Please check here  if an explanation is attached to this application. Please note that the applicant is still required to sign the Certifications form to certify to all the other applicable statements.*

Grantee Agency Name and Address:

Hemet, City of 450 East Latham Avenue Hemet, CA 92543

Grantee IRS/ Vendor Number: 956000719

False statements or claims made in connection with COPS grants (including cooperative agreements) may result in fines, imprisonment, disbarment from participating in federal grants or contracts, and/or any other remedy available by law.

I certify that the assurances provided are true and accurate to the best of my knowledge.

Elections or other selections of new officials will not relieve the grantee entity of its obligations under this grant.

David Brown

06/04/2013

**Signature of Law Enforcement Executive/Agency Executive  
(For your electronic signature, please type in your name)**

Date

**David Brown**

Ronald Bradley

06/04/2013

**Signature of Government Executive/Financial Official  
(For your electronic signature, please type in your name)**

Date

**Ronald Bradley**

# COPS Application

## Attachment to SF-424

### SECTION 16: Disclosure of Lobbying Activities

#### Instructions for Completion of SF-LLL, Disclosure of Lobbying Activities

This disclosure form shall be completed by the reporting entity, whether subawardee or prime Federal recipient, at the initiation or receipt of a covered Federal action, or a material change to a previous filing, pursuant to title 31 U.S.C. section 1352. The filing of a form is required for each payment or agreement to make payment to any lobbying entity for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with a covered Federal action. Complete all items that apply for both the initial filing and material change report. Refer to the implementing guidance published by the Office of Management and Budget for additional information.

1. Identify the type of covered Federal action for which lobbying activity is and/or has been secured to influence the outcome of a covered Federal action.
2. Identify the status of the covered Federal action.
3. Identify the appropriate classification of this report. If this is a follow-up report caused by a material change to the information previously reported, enter the year and quarter in which the change occurred. Enter the date of the last previously submitted report by this reporting entity for this covered Federal action.
4. Enter the full name, address, city, state and zip code of the reporting entity. Include Congressional District number, if known. Check the appropriate classification of the reporting entity that designates if it is, or expects to be, a prime or subaward recipient. Identify the tier of the subawardee, e.g., the first subawardee of the prime is the 1st tier. Subawards include but are not limited to subcontracts, subgrants and contract awards under grants.
5. If the organization filing the report in item 4 checks "Subawardee," then enter the full name, address, city, state and zip code of the prime Federal recipient. Include Congressional District, if known.
6. Enter the name of the Federal agency making the award or loan commitment. Include at least one organizational level below agency name, if known. For example, Department of Transportation, United States Coast Guard.
7. Enter the Federal program name or description for the covered Federal action (item 1). If known, enter the full Catalog of Federal Domestic Assistance (CFDA) number for grants, cooperative agreements, loans and loan commitments.
8. Enter the most appropriate Federal identifying number available for the Federal action identified in item 1 (e.g., Request for Proposal (RFP) number; Invitation for Bid (IFB) number; grant announcement number; the contract, grant, or loan award number; the application/proposal control number assigned by the Federal agency). Include prefixes, e.g., "RFPD E-90-001."
9. For a covered Federal action where there has been an award or loan commitment by the Federal agency, enter the Federal amount of the award/loan commitment for the prime entity identified in item 4 or 5.
10. (a) Enter the full name, address, city, state and zip code of the lobbying entity engaged by the reporting registrant identified in item 4 to influence the covered Federal action.  
  
(b) Enter the full name(s) of the individual(s) performing services, and include full address if different from 10 (a). Enter Last Name, First Name, and Middle Initial (MI).
11. The certifying official shall sign and date the form, print his/her name, title and telephone number.

*According to the Paperwork Reduction Act, as amended, no persons are required to respond to a collection of information unless it displays a valid OMB Control Number. The valid OMB control number for this information collection is OMB No. 0348-0046. Public reporting burden for this collection of information is estimated to average 10 minutes per response, including time for reviewing instructions, searching existing data sources, gathering and maintaining the data needed, and completing and reviewing the collection of information. Send comments regarding the burden estimate or any other aspect of this collection of information, including suggestions for reducing this burden, to the Office of Management and Budget, Paperwork Reduction Project (0348-0046), Washington, DC 20503.*

#### Disclosure of Lobbying Activities

Complete this form to disclose lobbying activities pursuant to 31 U.S.C. 1352.

Not Applicable

# COPS Application

## Attachment to SF-424

### SECTION 17: REVIEWS AND CERTIFICATIONS

#### 1) Federal Civil Rights and Grant Reviews:

Please be advised that an application may not be funded and, if awarded, a hold may be placed on the award if it is deemed that the applicant is not in compliance with federal civil rights laws, and/or is not cooperating with an ongoing federal civil rights investigation, and/or is not cooperating with a Department of Justice grant review or audit.

#### 2) Certification of Review of 28 C.F.R. Part 23/Criminal Intelligence Systems:

Please review the COPS Application Guide: Legal Requirements Section for additional information.

Please check one of the following, as applicable to your agency's intended use of this grant:

- No, my agency will not use these COPS grant funds (if awarded) to operate an interjurisdictional criminal intelligence system.
- Yes, my agency will use these COPS grant funds (if awarded) to operate an interjurisdictional criminal intelligence system. By signing below, we assure that our agency will comply with the requirements of 28 C.F.R. Part 23.

#### 3) Certification of Review and Representation of Compliance with Requirements:

The signatures of the Law Enforcement Executive/Agency Executive, Government Executive/Financial Official, and the Person Submitting this Application on the Reviews and Certifications represent to the COPS Office that:

- a) the signatories have been legally and officially authorized by the appropriate governing body to submit this application and act on behalf of the grant applicant entity;
- b) the applicant will comply with all legal, administrative, and programmatic requirements that govern the applicant for acceptance and use of federal funds as outlined in the applicable COPS Application Guide; the COPS Grant Owner's Manual, Assurances, Certifications and all other applicable program regulations, laws, orders, and circulars;
- c) the applicant understands that false statements or claims made in connection with COPS programs may result in fines, imprisonment, debarment from participating in federal grants, cooperative agreements, or contracts, and/or any other remedy available by law to the federal government; AND
- d) the information provided in this application, including any amendments, shall be treated as material representations of fact upon which reliance will be placed when the Department of Justice determines to award the covered grant.

The signatures of the Law Enforcement Executive/Agency Executive and the Government Executive/Financial Official on this application must be the same as those identified in Section 4 of this application. Applications with missing, incomplete, or inaccurate signatories or responses may not be considered for funding.

David Brown  
**Signature of Law Enforcement Executive/Agency Executive**  
**(For your electronic signature, please type in your name)**  
David Brown

06/04/2013  
Date

Ronald Bradley  
**Signature of Government Executive/Financial Official**  
**(For your electronic signature, please type in your name)**  
Ronald Bradley

06/04/2013  
Date

David Brown

06/04/2013

**Signature of Person Submitting This Application**  
**(For your electronic signature, please type in your name)**

Date

- By clicking this box, the applicant understands that the use of typed names in this grant application and the required grant forms, including the Assurances and Certifications, constitute electronic signatures and that the electronic signatures are the legal equivalent of handwritten signatures.

# COPS Application

Attachment to SF-424

## Thank You for Submitting Your COPS Application.

Your application has been successfully recorded.

**Submission Date:** 6/4/2013 3:09:46 PM

**ORI:** CA03308

**Legal Name:** Hemet, City of

**Confirmation Number:** 2317296

**Program Type:** Micro Grants for Law Enforcement Agencies

Thank you for submitting your agency's COPS Application.

Your application has been successfully recorded. When contacting the COPS Office concerning the submission of this application, please reference your agency's ORI number.

If you have any questions or concerns you may contact the COPS Office Response Center at 800.421.6770.

[Click here](#) to return to the COPS Application home page.

### Paperwork Reduction Act Notice

The public reporting burden for this collection of information is estimated to be up to 11.3 hours per response, depending upon the COPS program being applied for, which includes time for reviewing instructions. Send comments regarding this burden estimate or any other aspects of the collection of this information, including suggestions for reducing this burden, to the Office of Community Oriented Policing Services, U.S. Department of Justice, 145 N Street NE, Washington, DC 20530; and to the Public Use Reports Project, Office of Information and Regulatory Affairs, Office of Management and Budget, Washington, DC 20503.

You are not required to respond to this collection of information unless it displays a valid OMB control number. The OMB control number for this application is 1103-0098 and the expiration date is 02/29/2016.



## Staff Report

TO: Honorable Mayor and Members of the Hemet City Council

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

DATE: October 22, 2013

RE: Purchase of police motorcycles

### **RECOMMENDED ACTION:**

1. That the City Council approve the purchase of four fully-outfitted 2013 Honda police motorcycles with budgeted funds in the amount of \$82,546.24, with an offset for the sale of the department's old motorcycles.
2. Authorize the Interim City Manager to approve Purchase Orders in support of purchase.

### **BACKGROUND:**

The police department has budgeted \$84,000 for the purchase of four police motorcycles to replace the five aging 2005 Harley Davidson motorcycles in the current fleet due to the increasing cost of maintenance and the lack of industry-standard safety developments, including ABS braking systems and night-deployable spotlights and safety lighting. The department planned to partially offset the cost of the purchase through the sale of the Harley Davidsons.

The department currently has three motorcycle officer positions designated for traffic enforcement operations. A fourth motorcycle is requested to be used as a spare to prevent loss of service when a motorcycle needs maintenance and could be deployed for special events.

The City maintains a dedicated Traffic Offender fund which derives its funding from fines and fees related to traffic offenses and traffic enforcement duties. These funds are restricted to being spent to further traffic enforcement and safety programs, such as this purchase.

### **ANALYSIS:**

Department personnel evaluated the four main police motorcycle offerings (Kawasaki, Honda, BMW, and Harley Davidson) and conducted test and evaluations of two demonstration models within Hemet over the course of two months. Based upon the results of the testing, along with data from other testing sources, the police department determined that the Honda ST1300PAB motorcycle would be the best police platform for Hemet's needs at this time. For details of the analysis, refer to the attached document.

Previously, Hemet motorcycles were configured only for daytime operations. While a majority of the need for traffic enforcement is during peak daytime travel hours, Hemet traffic collision statistics suggest that a significant number of collisions relating to speed and failure to yield

issues occur during darkness and there is a need for nighttime enforcement as well. The proposed motorcycles will include “takedown” lights, repositionable white spot lamps, and increased warning lights that will allow officers to safely light up a collision scene or traffic violators, allowing nighttime operation.

Hemet employees contacted a number police motorcycle dealers and other police agencies currently engaged in bidding on police motorcycles. After asking for quotes and informing them of the potential for a competitive bid process, at least two dealers openly declined to provide a quote after hearing that Huntington Beach Honda would also be competing. These dealers said they could not compete with Huntington Beach Honda, and as a result, they would not bid. Also, Huntington Beach Honda was the only known dealer willing to take Hemet’s old motorcycles as a credit on their goods. Other dealers would either only sell new product, or offered to allow the City of Hemet to place them on consignment and be reimbursed after the motorcycles were sold.

The purchase of any police motorcycle will consist of four components; the motorcycle, the highly-customized, police-specific equipment packages (referred to “upfitting”), a vehicle-mounted radio, and unique vinyl markings. Conflict between motorcycle vendors and upfitters have traditionally caused difficulty in getting repairs in a timely fashion. Upfitters often blame electrical problems on the vehicle manufacturer, while the vehicle manufacturer blames problems on wiring done by the upfitter. Huntington Beach Honda offers full-service upfitting “in house,” eliminating any possibility of conflict for a warranty repair and reducing the number of vendors involved in the purchase to three.

#### **COORDINATION & REVIEW:**

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

Coordination will be needed with the IT Department for programming of the radios.

Finance has and will continue to be involved in the purchase process. The Procurement Administrator and the department reviewed two recent competitive bids from other cities, in which Huntington Beach Honda won the bid for the same model of police motorcycle, with similar upfitted equipment. Though the upfitting of Hemet’s Hondas were not identical to the vehicles that won the bids, the costs of identical parts are being quoted at identical rates, and dissimilar parts appear to be priced at a cost consistent with other rates quoted. While a purchase from Huntington Beach Honda is not a true “piggyback” to a winning bid, the Procurement Administrator has determined that the costs are close enough that the result of a separate bid would still result in an award to Huntington Beach Honda. Huntington Beach Honda has offered a \$30,000 credit for the exchange of the 5 Harley Davidson motorcycles. This credit, averaging \$6,000 per motorcycle appears to be higher than similar motorcycles currently being sold through government surplus channels.

To provide consistency for service and warranty it is recommended that award be made to Hemet’s existing vendors, Comserco for the vehicle radio and Copcar Graphics for custom markings.

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

By continuing to update the traffic motorcycle fleet and communications equipment, the Department is employing best practices and cutting-edge technologies as listed in its Vision Statement.

**FISCAL IMPACT:**

2013 Honda ST1300PAB Motorcycles (4), With All Wheel ABS and full upfitting services of Emergency lighting, sirens, and related equipment	\$105,462.72
Unit Radios (2) and wiring harnesses for future radios (2)	\$ 5,983.52
Lettering/Logo on units	\$ 1,100.00
Less trade-in value of 5 Harley Davidson Police Motorcycles	-\$ 30,000.00
<b>TOTAL</b>	<b>\$ 82,546.24</b>

Purchase will be made through Traffic Offender Major Equipment Fund (#130-3100-5400).

No General Fund monies would be required.

Respectfully submitted,



David Brown  
Chief of Police

Fiscal Review:



Rita Conrad  
Deputy City Manager/  
Administrative Services

Attachment(s): Huntington Beach Quote  
Comserco Quote  
Analysis Report of Police Motorcycles  
HPD Vision Statement

To:	David M Brown, Chief of Police
From:	Eric Goodwyn, Police Officer
Date:	October 10, 2013
Subject:	Test and Evaluation of Police Motorcycles

At the end of 2012, I was tasked with testing and evaluating police motorcycles for the possible future purchase of motorcycles to replace the five aging Harley Davidson Road King Motorcycles which are currently in use. Four (4) of these motorcycles are 2005 model year and one (1) is a 2006 model year. The average mileage on these motorcycles is approximately 36,000 miles.

In the 2011/2012 fiscal year over \$10,000 was spent on repairs to the Harley Davidson motorcycles. This is based on the age, design, and upfit of the Harley Davidson. Since the Harley Davidson motorcycles are seven to eight years old, they are now requiring major repairs that are not covered by warranty. The Harley Davidson motorcycle was and is sold by an authorized Harley Davidson Dealership. The motorcycle is then equipped by two other vendors with the required emergency equipment to include radios, lighting, sirens and RADAR systems. This has created power issues on the motorcycle. The Harley Davidson motorcycles are required to be transported to Palm Springs for routine maintenance (Oil Change/Tires/Clutch Service) and more serious repairs. The motorcycles are taken to Comtronics in Temecula, CA, for any radio issue. If there is a problem with the RADAR, siren or emergency lights, the motorcycle must be taken to West Coast Lights and Sirens in Riverside, CA. Utilizing three separate vendors has created a finger pointing scenario between each of the vendors when a problem arises, as one vendor blames the other for electrical problems. A single vendor is preferable and would be more cost effective.

All police motorcycle manufacturers include a three year warranty on their products. Honda is unique in that it has an unlimited mileage warranty on their product with a five-year warranty on the emergency lighting equipment.

There are currently four commonly-used police motorcycles on the market. These motorcycles include the Harley Davidson, BMW, Honda, and Kawasaki. Based on the recent maintenance costs and the performance issues of the Harley Davidson, we did not evaluate these motorcycles. The Kawasaki Police Motorcycle was also not considered due to recent recalls by the National Highway Traffic Safety Administration (NHTSA) that were directly related to power failures causing rider injury during a collision.

Sergeant N. Miller and I had an opportunity to test and evaluate a 2013 BMW R 1200RT-P and a

Honda ST1300PA in the City of Hemet. Both motorcycles were similar in design, were equipped with dual ABS safety systems, and had comparable ergonomics and rideability. The BMW and Honda were both responsive to the rider, had excellent acceleration, braking and were comfortable for the rider while in motion or static. BMW and Honda are both police purpose motorcycles and were built with the needs of the motor officer in mind. Attached is a comparison between the 2012 BMW and the 2012 Honda.

The Hemet Police Department requested the use of a Honda ST1300PA for an extended period. Honda allowed the Hemet Police Department to use a 2012 Honda ST1300PA for little over a month. The Honda ST1300PA was tested during traffic enforcement, nighttime DUI enforcement, high-speed freeway riding, cornering and maneuvering (APEX), and during special events, such as the Christmas Parade and Tinsel Town Triathlon. The Honda ST1300PA was thoroughly tested by Sergeant Miller and Officer Goodwyn during this time period. Corporal G. Gomez, Officer D. Caballero, and Officer M. Gomez also tested the Honda ST1300PA. These three Officers, who have motor training and experience, occasionally utilize the Hemet Police Department motorcycles for grant funded traffic enforcement and special events. All Hemet Police Department personnel who rode the Honda ST1300PA agreed that it was the appropriate platform to purchase.

Upon considering the future of the Hemet Police Department's Traffic Bureau, it is likely to have inexperienced riders appointed to the vacant motor positions. The Hemet Police Department utilizes the San Bernardino County Sheriff's Motor School for training of all new Motor Officers. The San Bernardino County Sheriff's Department trains exclusively on the Honda ST 1300-PA during motor school, and has training motorcycles available to rent. A new rider will be able to pre-train on a rental Honda at the motor school and then use the rental Honda during the first week of training and testing. For departments that use other makes of motorcycles, they are required to supply their own.

Since motor school is highly-demanding and puts trainees in extreme maneuverability situations, the trainees will regularly drop motorcycles as they learn the new skills. Being able to use rentals during this time period would eliminate the possibility of damaging City equipment during the school.

The Los Angeles County Sheriff Department has tested the 2011 and the 2012 BMW and Honda police motorcycles. Attached is a summarized copy of the tests performed. The statistics on these motorcycles were very close, with BMW ranking marginally higher in 2011 and Honda ranking higher in 2012.

Based upon the evaluations of the BMW R 1200RT-P and the Honda ST1300PA, the Honda was determined to currently be the best option for the Hemet Police Department.

## MOTORCYCLE SPECIFICATIONS

### 2012 BMW POLICE MOTORCYCLE R 1200 RT-P

<b>Vehicle Description:</b>	Full size, Sport Touring, Police Package motorcycle
<b>Engine Type:</b>	1170cc air/oil cooled, 2 cylinders
<b>Bore and Stroke:</b>	101mm x 73mm
<b>Compression Ratio:</b>	12.0:1
<b>Valve Train:</b>	4 valves per cylinder
<b>Carburetor / Fuel Injection:</b>	Electronic intake pipe injection
<b>Ignition:</b>	Digital engine management BMS-K with dual ignition and overrun fuel cut-off
<b>Horsepower:</b> 1	10 bhp @ 7,500 rpm
<b>Torque:</b>	88 Nm @ 6,000 rpm
<b>Final Drive (shaft, chain, belt):</b>	Shaft 1:1.882 ratio
<b>Wet Weight:</b>	Approximately 650 lbs
<b>Alternator Output:</b>	720 watt, 27 amps @ idle
<b>Battery:</b>	19 amp/hour linked gel (2)
<b>Transmission:</b>	Constant Mesh 6 speed
<b>Clutch:</b>	Self-adjusting hydraulic actuating single plate dry clutch
<b>Suspension: Front-</b>	Front shock strut police application, 4.7 inches of travel
<b>Rear-</b>	Travel-dependent damping system, 5.3 inches of travel
<b>Brakes:</b>	
<b>Front-</b>	Dual front disc ABS II partial integral system
<b>Rear-</b>	Single rear disc, independent rear brake control
<b>Tires:</b>	Fr - 120/70ZR-17 Rr - 180/55ZR-17
<b>Wheels:</b>	Die cast aluminum
<b>Wheelbase:</b>	58.4 inches Fork
<b>Fork Angle:</b>	63.4 degrees
<b>Trail:</b>	4.3 inches (castor in normal position)
<b>Fuel Tank Capacity:</b>	7.1 gallons with one gallon reserve
<b>EPA Fuel Mileage:</b>	65 hwy / 43 city
<b>Seat Height: Adjustable</b>	32.2 inches, Solo Seat
<b>Windscreen: Adjustable / Fixed</b>	Adjustable, electric
<b>Foot peg / Floorboard Position:</b>	Foot Peg
<b>Saddlebag Storage Capacity:</b>	23 liters each, top opening

## MOTORCYCLE SPECIFICATIONS

### 2012 HONDA POLICE MOTORCYCLE ST 1300-PA

<b>Vehicle Description:</b>	Full size, Sport Touring, Police Package motorcycle
<b>Engine Type:</b>	1261cc liquid cooled 90 degree V-4
<b>Bore and Stroke:</b>	78mm x 66mm
<b>Compression Ratio:</b>	10.8:1
<b>Valve Train:</b>	DOHC, 4 valves per cylinder
<b>Carburetor / Fuel Injection:</b>	PGM-FI with automatic enricher circuit
<b>Ignition:</b>	Computer Controlled digital with three dimensional mapping and electronic advance
<b>Horsepower:</b>	125 bhp @ 8000 rpm
<b>Torque:</b>	85 lb.ft. @ 6000 rpm
<b>Final Drive (shaft, chain, belt):</b>	Shaft
<b>Dry Weight:</b>	679 lbs
<b>Alternator Output:</b>	660 watt, high output
<b>Battery:</b>	Odyssey P.C. 545 Gel Battery with 6 Amp Battery Charger
<b>Transmission:</b>	Five speed
<b>Clutch:</b>	8 plate wet, hydraulic
<b>Suspension:</b>	
<b>Front-</b>	45mm HMAS cartridge fork, 4.6 inches of travel
<b>Rear-</b>	HMAS gas-charged single shock, 4.8 inches of travel
<b>Brakes:</b>	
<b>Front-</b>	Dual full floating 310mm floating front discs w/ABS
<b>Rear-</b>	Single 316mm rear disc w/ABS
<b>Tires:</b>	Fr - 120/70ZR-18 Rr - 170/60ZR-17
<b>Wheels:</b>	3 spoke U-section cast aluminum
<b>Wheelbase:</b>	58.7 inches
<b>Rake:</b>	6.0 degree
<b>Trail:</b>	98mm / 3.9 inches
<b>Fuel Tank Capacity:</b>	7.7 gallons
<b>EPA Fuel Mileage:</b>	
<b>Seat Height:</b>	31.1 inches (+/- 0.6 inches)
<b>Adjustments:</b>	3 positions
<b>Windscreen:</b>	
<b>Adjustable / Fixed</b>	Adjustable, electric, 7.4 inches & 13 degrees adjustability
<b>Foot peg / Floorboard Position:</b>	Foot Peg
<b>Saddlebag Storage Capacity:</b>	35 liters each, side opening, detachable



## HUNTINGTON BEACH HONDA

17555 Beach Blvd. • Huntington Beach, CA 92647  
Tel - 714.842.5533 • Business Fax - 714.842.5181  
Parts/Service/Sales Fax - 714.848.5492 • www.hbhonda.com



August 28th, 2013

City of Hemet

Thank you for your inquiry regarding Honda's Police Bike program.

Below is our proposal for a Honda ST1300PA, model year 2013 with the following emergency equipment

### **Sound Off Signal Generation 4 LED Lights with CA Title 13 Lenses**

#### **"Front Facing by windshield"**

- 1 RED (steady) dash mounted Ghost
- 2 BLUE facing forward (flashing) INTERSECTOR right side
- 2 RED facing forward (flashing) INTERSECTOR left side
- 2 Stainless Steel Mounting bolts for front facing lights Part # 1300-ms
- 1 Red flashing LED mounted on dash to warn of LED lights being on 1300-12v-bfr

#### **"Side Mounted "**

- 1 RED/BLUE Surface mounted on each side of radio box cover NForce Light

#### **"Rear of Bike"**

- 1 RED/BLUE High Mounted on each side of the radio box tower mount INTERSECTOR Light
- 2 Blue LED Pursuit style blue lights integrated into HBH License plate
- 1 Auxiliary Brake Light

#### **"Siren"**

- 1 Compact Electronic PA Speaker, with Wail, Yelp, & Airhorn integrated SA 4209-6B
- 1 Siren Mount 1300-SPK
- 1 100 Watt Amplifier Siren
- 1 ST13 Wiring Harness 1300-HARNESS

#### **"Battery"**

- 1 High output battery 545
- 1 Battery Conversion Kit 1300-BATT
- 1 Odyssey Battery Charging Unit

#### **"Accessories"**

- 1 Black front crash rear guards 1300-001
- 1 Black Small rear crash guards 1300-002
- 1 Baton & Flashlight holder mounted on right front guard
- 1 Heated Handgrips
- 1 Hondaline Accessory harness for handgrips
- 1 Hondaline 12 volt dc accessory plug
- 1 HBH Gel seat

#### **"Paint"**

- White Large Front Fairings
- White Gas Tank
- White side covers

White Radio Box

**"Radio and Installation"**

**Install city provided radio equipment. Huntington Beach Honda shall provide the following:**

- 1 PVSP-STA-SO/XM Wireless Motor Interface Kit [city must verify correct pvp coms]
- 1 1300-STcontrol
- 1 1300-6AMPDIODE
- 1 1300-FUSEBLOCK
- 1 1300-PS1212
- 1 1300-Harness

Emergency Lights wired to your specifications and COLOR combination as follows:

- Position 1 - Rear Facing lights
  - Position 2 - All lights
  - Position 3 - Yelp momentary
  - Position 4 - Wail on/off
  - Position 5 - Take Down Lights
- Airhorn is on Stock horn button

Bike:	\$16,533.00	ST1300PAB latest year available
Parts:	\$ 4,961.43	
Labor:	\$ 2,850.00	
Doc Fee:	\$ 65.00	
Tire Tax:	\$ 3.50	[not included in tax calculation]
Sales Tax:	\$ 1,952.75	[based on 8.0%]

Total: \$26,365.68

Thank you for your inquiry to the Honda Police Bike Program. This quotation is based on latest year model available 2013 with full factory 3 year, unlimited mileage warranty and standard Sound Off Signal lighting 5 year warranty. This quote is based on while supplies last.

Very Sincerely,

Marc Samulewicz  
General Manager



Quote Number: QU0000248730  
 Effective: 02 OCT 2013  
 Effective To: 01 DEC 2013

**Bill-To:**

HEMET, CITY OF  
 210 N JUANITA  
 HEMET, CA 92543  
 United States

**Ultimate Destination:**

HEMET, CITY OF  
 210 N JUANITA  
 HEMET, CA 92543  
 United States

**Attention:**

Name: Randy Young  
 Phone: 951-765-3725

**Sales Contact:**

Name: Steve Hall  
 Email: steve.hall@comserco.com  
 Phone: 9517812940

Contract Number: LA COUNTY (CA)  
 Freight terms: FOB Destination  
 Payment terms: Net 30 Due

Item	Quantity	Nomenclature	Description	List price	Your price	Extended Price
1	1	M20KSS9PW1AN	XTL 5000 VHF MOBILE 10-50 WATT 136-174 MHZ	\$1,497.00	\$1,092.81	\$1,092.81
1a	1	G241AL	ENH: SOFTWARE ASTRO READY ANALOG	-	-	-
1b	1	G48AU	ENH: CONVENTIONAL OPERATION	\$800.00	\$584.00	\$584.00
1c	1	B18CM	ADD: AUXILARY SPEAKER SPECTRA MOTORCYCLE	\$60.00	\$43.80	\$43.80
1d	1	G67AD	ADD: REMOTE MOUNT MOTORCYCLE	\$400.00	\$292.00	\$292.00
1e	1	W620AD	ADD: NO MOTORCYCLE ENCLOSURE NEEDED	-	-	-
1f	1	W22AT	ADD: MOTORCYCLE PALM MICROPHONE	\$72.00	\$52.56	\$52.56
1g	1	G299AA	ANTENNA 1/4 WAVE ROOF TOP VHF (150.8-162 MHZ)	\$19.50	\$14.24	\$14.24
1h	1	W599BD	ADD: 8 MODE DIRECT ENTRY	\$180.00	\$131.40	\$131.40
1i	1	G442AB	ADD: XTL 5000 O5 CONTROL HEAD	\$432.00	\$315.36	\$315.36
1j	1	G444AA	ADD: ADD: CONTROL HEAD SOFTWARE	-	-	-
1k	1	G90AA	ADD: NO MICROPHONE NEEDED	-	-	-
1l	1	G138AA	ADD: CONTROL HEAD SOFTWARE, W7 MOTORCYCLE	-	-	-
1m	1	G114AE	ENH: ENHANCED DIGITAL ID DISPLAY	\$75.00	\$54.75	\$54.75

**Total Quote in USD** \$2,580.92

**THIS QUOTE IS BASED ON THE FOLLOWING:**

1 This quotation is provided to you for information purposes only and is not intended to be an offer or a binding proposal.

If you wish to purchase the quoted products, Motorola Solutions, Inc. ("Motorola") will be pleased to provide you with our standard terms and conditions of sale (which will include the capitalized provisions below), or alternatively, receive your purchase order which will be acknowledged.

Thank you for your consideration of Motorola products.

2 Quotes are exclusive of all installation and programming charges (unless expressly stated) and all applicable taxes.

- 3 Purchaser will be responsible for shipping costs, which will be added to the invoice.
- 4 Prices quoted are valid for thirty(30) days from the date of this quote.
- 5 Unless otherwise stated, payment will be due within thirty days after invoice. Invoicing will occur concurrently with shipping.

MOTOROLA DISCLAIMS ALL OTHER WARRANTIES WITH RESPECT TO THE ORDERED PRODUCTS, EXPRESS OR IMPLIED INCLUDING THE IMPLIED WARRANTIES OF MERCHANTABILITY AND FITNESS FOR A PARTICULAR PURPOSE.

MOTOROLA'S TOTAL LIABILITY ARISING FROM THE ORDERED PRODUCTS WILL BE LIMITED TO THE PURCHASE PRICE OF THE PRODUCTS WITH RESPECT TO WHICH LOSSES OR DAMAGES ARE CLAIMED. IN NO EVENT WILL MOTOROLA BE LIABLE FOR INCIDENTAL OR CONSEQUENTIAL DAMAGES.



# ComSerCo, Inc.

Two-Way Radio Sales - Service - Rentals  
 Computer Sales - Phone Systems - CCTV - Paging  
 Public Safety Emergency Vehicle Fabrication

Steve Hall  
 3361 Chicago Ave.  
 Riverside, CA 92507  
 800-453-9880 ext.303  
 Fax 951-781-2943

<b>Customer #</b>	01951T	<b>Sales Tax Area</b>	8.00%	<b>Quote Date</b>	10/10/2013
<b>Customer / Bill to</b>	City of Hemet	<b>Contact Title</b>	Sergeant	<b>Sales Order</b>	179-13-043
<b>Address :</b>	445 E. Florida Ave.	<b>PO #</b>			
<b>City / St. / Zip</b>	Hemet, Ca. 92543				
<b>Contact :</b>	Randy Young				
<b>Phone # :</b>	951-765-3725				
<b>E-mail Address:</b>	Ryoung@cityofhemet.org				
<b>Project:</b>		Phone Number			
Motor Radio Accy's.		Ultimate Dest. Zip			
<b>Location:</b>					
		<b>Quote Number</b> 179-13-043			

**Quotation Valid For 30 Days**

Item	Qty	Model	Description	Unit Price	Ext. Price
1	1	3080010R02	XTL5000 Accy Cable	126.00	\$126.00
2	1	3075217A02	XTL5000 Control Cable	\$114.00	\$114.00
3	1	HKN6032A	XTL5000 Power Cable	\$23.10	\$23.10
4	1	RAD4004ARB	1/4 Wave VHF Motor Antenna	\$13.50	\$13.50
5	1	HKN6186A	Control Head/Speaker Bracket	\$20.74	\$20.74
6	1	HSN6003C	Motorcycle Speaker	\$63.53	\$63.53

**Scope of Work: This is a Parts Sale Only. No installation is included and does not include any helmet/motor interface cabling.**

Labor	\$360.87
Shipping	\$20.00
Sales Tax	\$30.47
Installation	N/A
<b>Grand Total</b>	<b>\$411.34</b>
Down Payment	
Balance Due	\$411.34

Approved By: \_\_\_\_\_ Date \_\_\_\_\_

Title: \_\_\_\_\_

**\*\*\*\*Com Ser Co Proprietary\*\*\*\***

## Hemet Police Department

# VISION – MISSION & KEY GOALS

*David M. Brown, Chief of Police*

*April 2012*

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

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





AGENDA # 13

## *Staff Report*

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To: Honorable Mayor and Members of the City Council

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

Date: October 22, 2013

**Subject: Termination of Subdivision Improvement Agreement with Hemet Associates, LLC and Acceptance of Subdivision Improvement Agreement with Strata Hideaway, LLC - Tract Map No. 24147-1**  
North side of Fruitvale Avenue, between Palm Ave. and State St.

### **RECOMMENDATION**

Staff respectfully recommends that the City Council:

1. Approve the termination of the Subdivision Improvement Agreement between Hemet Associates, LLC, and the City of Hemet, and release of the corresponding bonds and monumentation deposit;
2. Authorize the City Manager to execute a new Subdivision Improvement Agreement, between Strata Hideaway, LLC, and accept the corresponding new securities; and
3. Authorize the City Clerk to process the Termination, and Subdivision Agreements for recordation with the Riverside County Recorder's Office.

### **BACKGROUND**

The property defined by Tract Map 24147-1 is located on the north side of Fruitvale Avenue, between Palm Ave. and State St., and is a subdivision for single family homes.

On April 27, 2004 the Planning Commission of the City of Hemet approved Tentative Tract 24147-1, and adopted the corresponding Conditions of Approval.

The boundaries of Tract 24147-1 encompass 15.68-acres, and contain seventy one (71) residential lots, and seven (7) lettered lots, A to G, for public roads purposes.

**SUBJECT: Termination and Acceptance of SIA-Tract No. 24147-1**

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

**ANALYSIS**

Hemet Associates, LLC, is selling the property identified by Tract Map 24147-1 to Strata Hideaway, LLC. For this reason, Hemet Associates, LLC is requesting the termination of their Subdivision Improvement Agreement (SIA) and the release of the corresponding bonds.

The buyer of the property, Strata Hideaway, LLC, has executed a new SIA, and posted new securities to replace the existing ones.

Because the sale of the property has not been completed at this time, this new SIA and corresponding bonds with Strata Hideaway, LLC, and the Termination of the Hemet Associates SIA and corresponding bonds will be placed in escrow. These documents shall become valid, and will be recorded, only if escrow closes between Hemet Associates, LLC, and Strata Hideaway, LLC, on a tentative date of October 25, 2013. In the event that escrow does not close, for the sale of the property, then Strata Hideaway, LLC SIA and corresponding bonds, and the Termination of the Hemet Associates SIA will become null and void and the original SIA and corresponding bonds with Hemet Associates, LLC will remain in effect.

Applicant: Strata Hideaway, LLC  
4370 La Jolla Village Drive, Suite 960  
San Diego, CA 92122

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

	<u>Document No.</u>	<u>Amount</u>
Performance Bond	10004400	\$401,500
Labor & Material Bond	10004400	\$401,500
Monumentation Bond/Deposit		\$16,000

**FISCAL IMPACT**

There are no fiscal impacts to the General Fund.

Respectfully submitted,



Jorge Biagioni  
Director of Engineering/City Engineer

Fiscal review,



Rita Conrad  
Administrative Services Director

*Encl. Termination & Subdivision Improvement Agreements*



RECORDING REQUESTED BY AND  
WHEN RECORDED RETURN TO:

City of Hemet  
445 E. Florida Avenue  
Hemet, California 92543

Exempt from recording fee:  
Government Code § 6103 and § 27383

(Space above this line for recorder's use)

**TERMINATION OF SUBDIVISION IMPROVEMENT AGREEMENT  
(Final Tract Map 24174-1)**

This Termination of Subdivision Improvement Agreement ("Termination Agreement") is entered into as of this \_\_\_\_ day of \_\_\_\_\_ 2013, between the City of Hemet, a municipal corporation ("City") and Hemet Associates, LLC, a Delaware limited liability company ("Hemet Associates").

**RECITALS**

A. Hemet Associates purchased certain real property located in the City of Hemet, California, as is more particularly described in the legal description attached hereto as Attachment "A" (Property).

B. The Property is subject to that certain Subdivision Improvement Agreement for Tract Map 24147-1 dated February 10, 2009, which was executed by and between Hemet Associates and City and recorded on September 30, 2009, Document No. 2009-0507637 (Hemet Associates SIA) and is attached hereto as Attachment "B."

C. Hemet Associates has sold the Property and City and Hemet Associates desire to enter into this Termination Agreement to release Hemet Associates from any and all obligations contained in the Hemet Associates SIA and to terminate the Hemet Associates SIA in the Official Records of Riverside County California.

NOW, THEREFORE, in consideration of the above, Hemet Associates and City hereby agree as follows:

**AGREEMENT**

1. Termination of Hemet Associates SIA. City and Hemet Associates agree that the Hemet Associates SIA is terminated and is of no further force and effect.

IN WITNESS WHEREOF, Hemet Associates and City have caused this Termination Agreement to be executed as of the date last set forth below.

**HEMET ASSOCIATES:**

**HEMET ASSOCIATES LLC,**  
a Delaware limited liability company  
By: Ion California Land Fund, LP,  
a Delaware limited partnership,  
Its: Member

By: Ion Capital Partners, LLC  
a Delaware limited liability company  
Its: General Partner

By:   
Name: Paul Onofre  
Title: Managing Member  
Date: 10/15/2013

**CITY:**

**CITY OF HEMET**  
a municipal corporation

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

Date: \_\_\_\_\_

**CALIFORNIA ALL-PURPOSE ACKNOWLEDGMENT**

STATE OF CALIFORNIA )

COUNTY OF RIVERSIDE )

*Los Angeles*

On 10-15-13, before me, Chris Mitchell, a Notary Public, personally appeared Paul Orufer, who proved to me on the basis of satisfactory evidence to be the person(~~s~~) whose name(~~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.

*Chris Mitchell*  
Signature of Notary Public



Place Notary Seal Above

**Attachment "A"**

(Legal Description of Property)

## **LEGAL DESCRIPTION**

LOTS 1 THROUGH 71 INCLUSIVE OF TRACT 24147-1, IN THE CITY OF HEMET, COUNTY OF RIVERSIDE, STATE OF CALIFORNIA, ACCORDING TO MAP FILED IN BOOK 228 PAGES 90 THROUGH 94 INCLUSIVE OF MAPS, IN THE OFFICE OF THE COUNTY RECORDER OF SAID COUNTY.

**Attachment "B"**

(Hemet Associates SIA)

6

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

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

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

DOC # 2009-0507637

09/30/2009 08:00A Fee:NC

Page 1 of 26

Recorded in Official Records  
County of Riverside

Larry U. Ward

Assessor, County Clerk & Recorder



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**SUBDIVISION IMPROVEMENT AGREEMENT  
FINAL TRACT MAP 24147-1**

**By and Between**

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

**and**

**HEMET ASSOCIATES, LLC,  
a Delaware limited liability company**

**Dated:** February 10, 2009

**SUBDIVISION IMPROVEMENT AGREEMENT**

**FINAL TRACT MAP 24147-1**

This Subdivision Improvement Agreement ("Agreement") is entered into as of this 10th day of February, 2009 by and between the City of Hemet, a municipal corporation ("City") and Hemet Associates, LLC ("Developer"), a Delaware limited liability company. City and Developer are sometimes hereinafter individually referred to as "Party" and hereinafter collectively referred to as the "Parties."

**RECITALS**

A. Developer has submitted to City an application for approval of a final tract map for real property located within City, a legal description of which is attached hereto as Exhibit "A". The tract map is identified in City records as Tract Map No. 24147-1. On April 27, 2004, the City conditionally approved Tract No. 24147-1.

B. Developer has not completed all of the work or made all of the Public Improvements required by the Subdivision Map Act (Government Code sections 66410 *et seq.*), ("Map Act") the City Ordinances, the conditions of approval for Tract No. 24147-1, or other ordinances, resolutions, or policies of City requiring construction of improvements in conjunction with the subdivision of land.

C. Pursuant to City Ordinances and the applicable provisions of the Map Act, Developer and City enter into this Agreement for the timely construction and completion of the Public Improvements and the furnishing of the security therefor, acceptable to the City Engineer and City Attorney, for Tract No. 24147-1.

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

E. Pursuant to Government Code Section 66499, Developer's execution of this Agreement and the provision of the security are made in consideration of City's approval of the final map for Tract No. 24147-1.

**DEFINED TERMS**

**"Developer"** shall mean Hemet Associates, LLC, a Delaware limited liability company. The term "Developer" shall also include all assignees, to the extent permitted under this Agreement, of the rights and obligations of Developer under this Agreement, and any successor-in-interest to Developer having a legal and/or equitable interest in the Property.

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

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

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

**"Property"** shall mean the all of the real property contained within the boundaries of Tract Map No. 24147-1 located in the City of Hemet, California, as is more particularly described in the legal description and tract diagram attached hereto and incorporated hereby by reference at Attachment "A".

**"Public Improvements"** shall include, but not be limited to, all grading, roads, streets, paving, curbs and gutters, sidewalks, paseos, pathways, trails, sanitary sewers, utilities, storm drains, detention and retention basins and other drainage facilities, traffic controls, landscaping, street lights and all other facilities required to be constructed and dedicated to the City or other public entity as conditions of approval of Tentative Tract Map No. 24147-1 and as shown in detail on the plans, and specifications which have been approved by the City and incorporated into Tract Map No. 24147-1. The Parties agree that the Public Improvements to be completed by Developer are more specifically described in the diagram or plan attached hereto and incorporated herein by reference as Attachment "B". Notwithstanding, Attachment "B", Developer shall remain obligated to construct and complete all of the Public Improvements required as conditions of approval for Tentative Tract Map 24147-1.

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

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

**"Tract No 24147-1."** shall mean the final map prepared and approved by the City for tentative tract map no. 24147-1.

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

### **OPERATIVE PROVISIONS**

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

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

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

1.2 **Final Map and Agreement Approval.** The City Council of the City ("City Council") approves the final map for Tract No. 24147-1 and this Agreement;

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

1.4 **Record Final Map.** Developer records the final map for Tract No. 24147-1 in the Recorder's Office of the County of Riverside.

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

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

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

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

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

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

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

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

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

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

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

4. **CONSTRUCTION SCHEDULE.** Unless extended pursuant to this Section 4.1 of this Agreement, Developer shall fully and adequately complete or have completed the Public Improvements within five years (60 months) following approval of the final map for Tract No. 24147-1.

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

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

5. **GRADING.** Developer agrees that any and all grading done or to be done in conjunction with construction of the Public Improvements or development of Tract No. 24147-1 shall conform to all federal, state, and local laws, ordinances, regulations, and other requirements, including City's grading regulations. All grading, landscaping, and construction activities shall be performed in a manner to control erosion and prevent flooding problems. The City Engineer shall have the authority to require erosion plans to prescribe reasonable controls on the method, manner, and time of grading, landscaping, and construction activities to prevent nuisances to surrounding properties. Plans shall include without limitation temporary drainage and erosion control requirements, dust control procedures, restrictions on truck and other construction traffic routes, noise abatement procedures, storage of materials and equipment, removal of garbage, trash, and refuse, securing the job site to prevent injury, and similar matters. In order to prevent damage to the Public Improvements by improper drainage or other hazards, the grading shall be completed in accordance with the time schedule for completion of the Public Improvements established by this Agreement, and prior to City's approval and acceptance of the Public Improvements and release of the Security as set forth in Section 12.0 et seq. of this Agreement.

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

24147-1 in accordance with all applicable federal, state, and local laws, rules, and regulations, including, but not limited to, the regulations, schedules and fees of the utilities or agencies providing such services. Except for commercial or industrial properties, Developer shall also provide cable television facilities to serve each parcel, lot, or unit of land in accordance with all applicable federal, state, and local laws, rules, and regulations, including, but not limited to, the requirements of the cable company possessing a valid franchise with City to provide such service within City's jurisdictional limits. All utilities shall be installed underground.

7. **FEES AND CHARGES.** Developer shall, at its sole cost, expense, and liability, pay all fees, charges, and taxes arising out of construction of the Public Improvements, including, but not limited to, all plan check, design review, engineering, inspection, and other service fees, and any impact or connection fees established by City ordinance, resolution, regulation, or policy, or as established by City relative to Tract No. 24147-1, or as required by other governmental agencies having jurisdiction over Tract No. 24147-1.

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

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

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

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

10.2 **City Acceptance of Public Improvements.** If Tract No. 24147-1 was approved and recorded as a single phase map, City shall not accept any one or more of the improvements until all of the Public Improvements are completed by Developer and approved by City. Issuance by City of occupancy permits for any buildings or structures located on the Property shall not be construed in any manner to constitute City's acceptance or approval of any Public Improvements.

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

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

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

12.1 **Performance Bond.** To guarantee the faithful performance of the Public Improvements and all the provisions of this Agreement, to protect City if Developer is in default as set forth in Section 18.0 et seq. of this Agreement, and to secure Developer's one-year guarantee and warranty of the Public Improvements, including the maintenance of all landscaping in a vigorous and thriving condition, Developer shall provide City a faithful performance bond in the amount of **Three Hundred Seventy One Thousand Five Hundred and 00/100 Dollars (\$371,500.00)**, which sum shall be not less than one hundred percent (100%) of the Estimated Costs.

12.2 **Partial Release.** The City Council may, in its sole and absolute discretion and upon recommendation of the City Engineer, partially release a portion or portions of the Security provided under this section as the Public Improvements are accepted by City, provided that Developer is not in default on any provision of this Agreement or condition of approval for Tract No. 24147-1, and the total remaining Security is not less than twenty-five percent (25%) of the Estimated Costs. All Security provided under this section shall be released at the end of the Warranty period, or any extension thereof as provided in Section 11.0 of this Agreement, provided that Developer is not in default on any provision of this Agreement or condition of approval for Tract No. 24147-1.

12.3 **Labor & Material Bond.** To secure payment to the contractors, subcontractors, laborers, material men, and other persons furnishing labor, materials, or equipment for performance of the Public Improvements and this Agreement, Developer shall provide City a labor and materials bond in the amount of **Three Hundred Seventy One Thousand Five Hundred and 00/100 Dollars (\$371,500.00)**, which sum shall not be less than one hundred percent (100%) of the Estimated Costs. The Security provided under this section may be released by written authorization of the City Engineer after six (6) months from the date City accepts the final Public Improvements. The amount of such Security shall be reduced by the total of all stop notice or mechanic's lien claims of which City is aware, plus an amount equal to twenty percent (20%) of such claims for reimbursement of City's anticipated administrative and legal expenses arising out of such claims.

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

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

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

13. **MONUMENT SECURITY.** Prior to City's execution of this Agreement, to guarantee payment to the engineer or surveyor for the setting of all subdivision boundaries, lot corners, and street centerline monuments for Tract No. 24147-1 in compliance with the applicable provisions of City's Municipal and/or Development Code ("Subdivision Monuments"), Developer shall deposit cash with City in the amount of **Sixteen Thousand and 00/100 Dollars (\$16,000.00)**, which sum shall not be less than one hundred percent (100%) of the costs of setting the Subdivision Monuments as determined by the City Engineer. Said cash deposit may be released by written authorization of the City Engineer after all required Subdivision Monuments are accepted by the City Engineer, City has received written acknowledgment of payment in full from the engineer or surveyor who set the Subdivision Monuments, and provided Developer is not in default of any provision of this Agreement or condition of approval for Tract No. 24147-1.

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

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

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

17. **INSURANCE.**

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

19. **GENERAL PROVISIONS.**

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

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

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

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

**CITY:**

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

**DEVELOPER:**

Hemet Associates, LLC  
556 S. Fair Oaks Ave., Suite 337  
Pasadena, CA 91105

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

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

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

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

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

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

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

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

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

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

19.13 **Relationship Between The Parties.** The Parties hereby mutually agree that neither this Agreement, any map related to Tract No. 31796, nor any other related entitlement, permit, or approval issued by City for the Property shall operate to create the relationship of partnership, joint venture, or agency between City and Developer. Developer's contractors and subcontractors are exclusively and solely under the control and dominion of Developer. Nothing herein shall be deemed to make Developer or its contractors an agent or contractor of City.

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

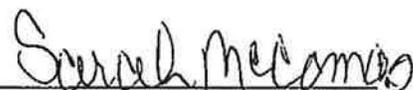
19.15 **Effective Date of Agreement.** This Agreement shall not become effective until the date it has been formally approved by the City and executed by the appropriate authorities of City and Developer.

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

**CITY OF HEMET**

By:   
Len Wood, City Manager

**ATTEST:**

  
Sarah McComas  
Acting City Clerk

**APPROVED AS TO FORM**

By:   
Eric S. Vail  
City Attorney

**HEMET ASSOCIATES, LLC**

By: See attached  
Paul D. Onufer  
Managing Partner

By: See attached  
Nicholas Mosich  
Managing Partner

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

**HEMET ASSOCIATES, LLC SIGNATURE BLOCK FOR SUBDIVISION  
IMPROVEMENT AGREEMENTS:**

HEMET ASSOCIATES, LLC,  
a Delaware limited liability company

By: Ion Southern California Opportunity Fund II, LLC,  
a Delaware limited liability company,  
its Administrative Member

By: Ion Capital Partners, LLC,  
a Delaware limited liability company,  
its Manager

By:   
Paul Onufer, Member

By:   
Nick Mosich, Member

CALIFORNIA ALL-PURPOSE ACKNOWLEDGMENT

STATE OF CALIFORNIA

COUNTY OF Orange

On Jan 16 <sup>RD 2009</sup> ~~2008~~ before me, Roya Tahmoresi a Notary public, personally appeared Paul Donufer

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



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

WITNESS my hand and official seal

Roya Tahmoresi  
(SIGNATURE OF NOTARY)

OPTIONAL

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

CAPACITY CLAIMED BY SIGNER

DESCRIPTION OF ATTACHED DOCUMENT

- INDIVIDUAL
- CORPORATE OFFICER
- \_\_\_\_\_ TITLE(S)
- PARTNER(S)       LIMITED GENERAL
- ATTORNEY-IN-FACT
- TRUSTEE(S)
- GUARDIAN/CONSERVATOR
- OTHER \_\_\_\_\_

Subdivision Improvement Agreement  
TITLE OR TYPE OF DOCUMENT

24147-1  
NUMBER OF PAGES

Jan 16 - 2009  
DATE OF DOCUMENT

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

SIGNER(S) OTHER THAN NAMED ABOVE



**EXHIBIT "A"**  
**LEGAL DESCRIPTION OF PROPERTY**  
**TRACT NO. 24147-1**

LEGAL DESCRIPTION

LOTS 1 THROUGH 71 INCLUSIVE OF TRACT 24147-1, IN THE CITY OF HEMET, COUNTY OF RIVERSIDE, STATE OF CALIFORNIA, ACCORDING TO MAP FILED IN BOOK 228 PAGES 90 THROUGH 94 INCLUSIVE OF MAPS, IN THE OFFICE OF THE COUNTY RECORDER OF SAID COUNTY.

*Michael A. Medofer* 1/13/09  
MICHAEL A. MEDOFER DATE  
LS 7385  
EXP. 12/31/2009



**EXHIBIT "B"**  
**LIST OF PUBLIC IMPROVEMENTS**  
**TRACT NO. 24147-1**

**LIST OF IMPROVEMENTS FOR CONSTRUCTION  
TRACT 24147-1, HEMET, CA**

**STREET & DRAINAGE IMPROVEMENTS**

<u>Quantity</u>	<u>Unit</u>	<u>Item</u>
431	C.Y.	Roadway Excavation
1,092	Ton	Asphalt Emulsion
23,679	S.F.	P.C.C. Sidewalk
8,207	S.F.	P.C.C. Drive Approach
9	EA	Handicapped Access Ramp
7	EA	Street Name Sign
1	EA	Road Sign – One Post (No Parking signs)
20	S.F.	Thermoplastic Channelizing Limit Line and Pavement Marking

**LANDSCAPE IMPROVEMENTS – RIGHT-OF-WAY**

<u>Quantity</u>	<u>Unit</u>	<u>Item</u>
90	EA	Street Trees (15 Gallon/24" Box)
17,603	S.F.	Landscape and Irrigation

**WATER IMPROVEMENTS**

<u>Quantity</u>	<u>Unit</u>	<u>Item</u>
1	LS	F.H. spotters, pentagons & paint

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**EXHIBIT "C"**

**SURETY BONDS AND OTHER SECURITY**

**TRACT NO. 24147-1**

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

**PERFORMANCE BOND PRINCIPAL AMOUNT:** \$ 371,500.00  
Surety: American Safety Casualty Insurance Company  
Attorney-in-fact: William Syrkin  
Address: 5530 Trabuco Road  
Irvine, CA 92620

**LABOR & MATERIAL BOND PRINCIPAL AMOUNT:** \$ 371,500.00  
Surety: American Safety Casualty Insurance Company  
Attorney-in-fact: William Syrkin  
Address: 5530 Trabuco Road  
Irvine, CA 92620

**CASH MONUMENT SECURITY:** \$ 16,000.00  
Amount deposited per Cash Receipt No. \_\_\_\_\_ Date: \_\_\_\_\_

**EXHIBIT "D"**  
**LIST OF TRACT MAP CONDITIONS**  
**OF APPROVAL NOT SATISFIED**

**LIST OF CONDITIONS NOT YET SATISFIED  
TRACT 24147-1, HEMET, CA**

**Planning**

10. A six-foot high block wall shall be installed by the developer along the rear property lines of lots that abut the easement that exists along the westerly property line.

**Public Works Requirements**

11. Fruitvale Avenue  
B. Install street trees 40' on center with automatic irrigation system.  
C. Install street lights per City standards and specifications. Plans will be designed by a professional electrical engineer.
13. Interior 60' Right-Of-Way Streets  
B. Install street trees 40' on center with automatic irrigation system.  
C. Install street lights per City standards and specifications. Plans will be designed by a professional electrical engineer.
14. Interior 52' Right-Of-Way Streets  
B. Install street trees 40' on center with automatic irrigation system.  
C. Install street lights per City standards and specifications. Plans will be designed by a professional electrical engineer.
17. Mapping  
B. Monumentation shall be in accordance with Standard Drawing M-900 and M-900A. In lieu of Standard Drawing M-901, street centerline monuments shall conform with Riverside County Surveyor's Office provided that cross-ties are set in top of curbs and tie sheets are filed with the City Engineer.  
C. Where survey monuments exist, such monuments shall be protected or shall be referenced and reset pursuant to "Business and Professions Code," Sections 8700 to 8805 (Land Surveyors Act).

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

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

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

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

**SUBDIVISION IMPROVEMENT AGREEMENT  
FINAL TRACT MAP 24147-1**

**By and Between**

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

**and**

**STRATA HIDEAWAY, LLC  
a Delaware limited liability company**

**Dated: \_\_\_\_\_, 2013**

## SUBDIVISION IMPROVEMENT AGREEMENT

### FINAL TRACT MAP 24147-1

This Subdivision Improvement Agreement (“Agreement”) is entered into as of this \_\_\_\_ day of \_\_\_\_\_, 2013 (the “Effective Date”) by and between the City of Hemet, a municipal corporation (“City”) and Strata Hideaway, LLC (“Developer”), a Delaware limited liability company. City and Developer are sometimes hereinafter individually referred to as “Party” and hereinafter collectively referred to as the “Parties.”

#### RECITALS

A. Developer has submitted to City an application for approval of a final tract map for real property located within City, a legal description of which is attached hereto as Exhibit “A”. The tract map is identified in City records as Tract Map No. 24147-1. On December 7, 1988, the City conditionally approved Tract No. 24147-1.

B. Developer has not completed all of the work or made all of the Public Improvements required by the Subdivision Map Act (Government Code sections 66410 *et seq.*), (“Map Act”) the City Ordinances, the conditions of approval for Tract No. 24147-1, or other ordinances, resolutions, or policies of City requiring construction of improvements in conjunction with the subdivision of land.

C. Pursuant to City Ordinances and the applicable provisions of the Map Act, Developer and City enter into this Agreement for the timely construction and completion of the Public Improvements and the furnishing of the security therefor, acceptable to the City Engineer and City Attorney, for Tract No. 24147-1.

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

E. Pursuant to Government Code Section 66499, Developer’s execution of this Agreement and the provision of the security are made in consideration of City’s approval of the final map for Tract No. 24147-1.

#### DEFINED TERMS

“*Developer*” shall mean Strata Hideaway, LLC STRATA HIDEAWAY, LLC a Delaware limited liability company. The term “Developer” shall also include all assignees, to the extent permitted under this Agreement, of the rights and obligations of Developer under this Agreement, and any successor-in-interest to Developer having a legal and/or equitable interest in the Property.

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

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

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

**“Property”** shall mean the all of the real property contained within the boundaries of Tract Map No. 24147-1 located in the City of Hemet, California, as is more particularly described in the legal description and tract diagram attached hereto and incorporated hereby by reference at Attachment “A”.

**“Public Improvements”** shall include, but not be limited to, all grading, roads, streets, paving, curbs and gutters, sidewalks, paseos, pathways, trails, sanitary sewers, utilities, storm drains, detention and retention basins and other drainage facilities, traffic controls, landscaping, street lights and all other facilities required to be constructed and dedicated to the City or other public entity as conditions of approval of Tentative Tract Map No. 24147-1 and as shown in detail on the plans, and specifications which have been approved by the City and incorporated into Tract Map No. 24147-1. The Parties agree that the Public Improvements to be completed by Developer are more specifically described in the diagram or plan attached hereto and incorporated herein by reference as Attachment “B. Notwithstanding, Attachment “B”, Developer shall remain obligated to construct and complete all of the Public Improvements required as conditions of approval for Tentative Tract Map 24147-1.

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

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

**“Tract No 24147-1.”** shall mean the final map prepared and approved by the City for tentative tract map no. 24147-1.

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

## **OPERATIVE PROVISIONS**

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

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

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

1.2 **Final Map and Agreement Approval.** The City Council of the City (“City Council”) approves the final map for Tract No. 24147-1 and this Agreement;

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

1.4 **Record Final Map.** Developer records the final map for Tract No. 24147-1 in the Recorder’s Office of the County of Riverside.

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

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

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

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

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

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

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

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

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

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

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

4. **CONSTRUCTION SCHEDULE.** Unless extended pursuant to this Section 4.1 of this Agreement, Developer shall fully and adequately complete or have completed the Public Improvements within five years (60 months) following the Effective Date of this Agreement.

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

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

5. **GRADING.** Developer agrees that any and all grading done or to be done in conjunction with construction of the Public Improvements or development of Tract No. 24147-1 shall conform to all federal, state, and local laws, ordinances, regulations, and other requirements, including City's grading regulations. All grading, landscaping, and construction activities shall be performed in a manner to control erosion and prevent flooding problems. The City Engineer shall have the authority to require erosion plans to prescribe reasonable controls on the method, manner, and time of grading, landscaping, and construction activities to prevent nuisances to surrounding properties. Plans shall include without limitation temporary drainage and erosion control requirements, dust control procedures, restrictions on truck and other construction traffic routes, noise abatement procedures, storage of materials and equipment, removal of garbage, trash, and refuse, securing the job site to prevent injury, and similar matters. In order to prevent damage to the Public Improvements by improper drainage or other hazards, the grading shall be completed in accordance with the time schedule for completion of the Public Improvements established by this Agreement, and prior to City's approval and acceptance of the Public Improvements and release of the Security as set forth in Section 12.0 *et seq.* of this Agreement.

6. **UTILITIES.** Developer shall provide utility services, including water, sewer, power, gas, and telephone service to serve each parcel, lot, or unit of land within Tract No. 24147-1 in accordance with all applicable federal, state, and local laws, rules, and regulations,

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

7. **FEES AND CHARGES.** Developer shall, at its sole cost, expense, and liability, pay all fees, charges, and taxes arising out of construction of the Public Improvements, including, but not limited to, all plan check, design review, engineering, inspection, and other service fees, and any impact or connection fees established by City ordinance, resolution, regulation, or policy, or as established by City relative to Tract No. 24147-1, or as required by other governmental agencies having jurisdiction over Tract No. 24147-1.

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

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

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

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

10.2 **City Acceptance of Public Improvements.** If Tract No. 24147-1 was approved and recorded as a single phase map, City shall not accept any one or more of the improvements until all of the Public Improvements are completed by Developer and approved by City. Issuance by City of occupancy permits for any buildings or structures located on the Property shall not be construed in any manner to constitute City's acceptance or approval of any Public Improvements.

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

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

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

12.1 **Performance Bond.** To guarantee the faithful performance of the Public Improvements and all the provisions of this Agreement, to protect City if Developer is in default as set forth in Section 18.0 et seq. of this Agreement, and to secure Developer's one-year guarantee and warranty of the Public Improvements, including the maintenance of all landscaping in a vigorous and thriving condition, Developer shall provide City a faithful performance bond in the amount of **Four Hundred One Thousand Five Hundred and 00/100 Dollars (\$401,500.00)**, which sum shall be not less than one hundred percent (100%) of the Estimated Costs.

12.2 **Partial Release.** The City Council may, in its sole and absolute discretion and upon recommendation of the City Engineer, partially release a portion or portions of the Security provided under this section as the Public Improvements are accepted by City, provided that Developer is not in default on any provision of this Agreement or condition of approval for Tract No. 24147-1, and the total remaining Security is not less than twenty-five percent (25%) of the Estimated Costs. All Security provided under this section shall be released at the end of the Warranty period, or any extension thereof as provided in Section 11.0 of this Agreement, provided that Developer is not in default on any provision of this Agreement or condition of approval for Tract No. 24147-1.

12.3 **Labor & Material Bond.** To secure payment to the contractors, subcontractors, laborers, material men, and other persons furnishing labor, materials, or equipment for performance of the Public Improvements and this Agreement, Developer shall provide City a labor and materials bond in the amount of **Four Hundred One Thousand Five Hundred and 00/100 Dollars (\$401,500.00)**, which sum shall not be less than one hundred percent (100%) of the Estimated Costs. The Security provided under this section may be released by written authorization of the City Engineer after six (6) months from the date City accepts the final Public Improvements. The amount of such Security shall be reduced by the total of all stop notice or mechanic's lien claims of which City is aware, plus an amount equal to twenty percent (20%) of such claims for reimbursement of City's anticipated administrative and legal expenses arising out of such claims.

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

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

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

13. **MONUMENT SECURITY.** Prior to City's execution of this Agreement, to guarantee payment to the engineer or surveyor for the setting of all subdivision boundaries, lot corners, and street centerline monuments for Tract No. 24147-1 in compliance with the applicable provisions of City's Municipal and/or Development Code ("Subdivision Monuments"), Developer shall deposit cash with City in the amount of **Sixteen Thousand and 00/100 Dollars (\$16,000.00)**, which sum shall not be less than one hundred percent (100%) of the costs of setting the Subdivision Monuments as determined by the City Engineer. Said cash deposit may be released by written authorization of the City Engineer after all required Subdivision Monuments are accepted by the City Engineer, City has received written acknowledgment of payment in full from the engineer or surveyor who set the Subdivision Monuments, and provided Developer is not in default of any provision of this Agreement or condition of approval for Tract No. 24147-1.

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

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

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

## 17. INSURANCE.

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

## 19. GENERAL PROVISIONS.

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

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

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

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

### **CITY:**

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

### **DEVELOPER:**

Strata Hideaway, LLC  
4370 La Jolla Village Dr #960  
San Diego, CA 92122

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

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

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

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

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

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

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

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

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

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

19.13 **Relationship Between The Parties.** The Parties hereby mutually agree that neither this Agreement, any map related to Tract No. 24147-1, nor any other related entitlement, permit, or approval issued by City for the Property shall operate to create the relationship of partnership, joint venture, or agency between City and Developer. Developer's contractors and subcontractors are exclusively and solely under the control and dominion of Developer. Nothing herein shall be deemed to make Developer or its contractors an agent or contractor of City.

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

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

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

**CITY OF HEMET**

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

**ATTEST:**

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

**APPROVED AS TO FORM**

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

**STRATA HIDEAWAY, LLC**

By: \_\_\_\_\_  
David C. Michan  
Manager

By: \_\_\_\_\_  
Mark Cheeseman  
Manager

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



**CALIFORNIA ALL-PURPOSE ACKNOWLEDGMENT**

STATE OF CALIFORNIA

COUNTY OF San Diego

On September 9, 2013 before me, Marcella C. Rayon a Notary public, personally appeared Mark J. Chesebrough,

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

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

WITNESS my hand and official seal.



Marcella C. Rayon  
(SIGNATURE OF NOTARY)

**OPTIONAL**

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

**CAPACITY CLAIMED BY SIGNER**

**DESCRIPTION OF ATTACHED DOCUMENT**

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

\_\_\_\_\_

TITLE OR TYPE OF DOCUMENT

- PARTNER(S)       LIMITED
- GENERAL

\_\_\_\_\_

NUMBER OF PAGES

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

\_\_\_\_\_

DATE OF DOCUMENT

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

\_\_\_\_\_

\_\_\_\_\_

\_\_\_\_\_

SIGNER(S) OTHER THAN NAMED ABOVE

**EXHIBIT "A"**

**LEGAL DESCRIPTION OF PROPERTY**

**TRACT NO. 24147-1**

**LEGAL DESCRIPTION**

LOTS 1 THROUGH 71 INCLUSIVE OF TRACT 24147-1, IN THE CITY OF HEMET, COUNTY OF RIVERSIDE, STATE OF CALIFORNIA, ACCORDING TO MAP FILED IN BOOK 228 PAGES 90 THROUGH 94 INCLUSIVE OF MAPS, IN THE OFFICE OF THE COUNTY RECORDER OF SAID COUNTY.



*Michael A. Medofer* 9/04/2013  
MICHAEL A. MEDOFER DATE

LS 7385  
EXP. 12/31/2013

**EXHIBIT "B"**

**LIST OF PUBLIC IMPROVEMENTS**

**TRACT NO. 24147-1**

**STREET & DRAINAGE IMPROVEMENTS**

<u>Quantity</u>	<u>Unit</u>	<u>Item</u>
431	C.Y.	Road Excavation
5	Ton	Asphalt Emulsion
23,679	S.F.	P.C.C. Sidewalk
8,207	S.F.	P.C.C. Drive Approach
9	EA	Handicapped Access Ramp
15	EA	Copper Wiring for Street Lights
1	L.S.	Miscellaneous Asphalt & Trench Repair
7	EA	Street Name Sign
1	EA	Road Sign – One Post (No Parking signs)
20	S.F.	Thermoplastic Channelizing Limit Line and Pavement Marking

**LANDSCAPE IMPROVEMENTS – RIGHT-OF-WAY**

<u>Quantity</u>	<u>Unit</u>	<u>Item</u>
90	EA	Street Trees (15 Gallon/24" Box)
17,603	S.F.	Landscape and Irrigation

**WATER IMPROVEMENTS**

<u>Quantity</u>	<u>Unit</u>	<u>Item</u>
1	LS	F.H. spotters, pentagons & paint

**EXHIBIT "C"**

**SURETY BONDS AND OTHER SECURITY**

**TRACT NO. 24147-1**

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

**PERFORMANCE BOND PRINCIPAL AMOUNT:** \$ 401,500.00

Surety: American Safety Casualty Insurance  
Company

Attorney-in-fact: Juli Dahlgren

Address: 23901 Calabasas Rd, Suite 1085  
Calabasas CA 91302

**LABOR & MATERIAL BOND PRINCIPAL AMOUNT:** \$ 401,500.00

Surety: American Safety Casualty Insurance  
Company

Attorney-in-fact: Juli Dahlgren

Address: 23901 Calabasas Rd, Suite 1085  
Calabasas CA 91302

**CASH MONUMENT SECURITY:** \$ 16,000.00

Amount deposited per Cash Receipt No. \_\_\_\_\_ Date: \_\_\_\_\_



AGENDA # 14

## *Staff Report*

---

To: Honorable Mayor and Members of the City Council

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

Date: October 22, 2013

**Subject: Termination of Subdivision Improvement Agreement with Hemet Associates, LLC and Acceptance of Subdivision Improvement Agreement with Strata Hideaway, LLC - Tract Map No. 31796**  
North side of Fruitvale Avenue, between Palm Ave. and State St.

### **RECOMMENDATION**

Staff respectfully recommends that the City Council:

1. Approve the termination of the Subdivision Improvement Agreement between Hemet Associates, LLC, and the City of Hemet, and release of the corresponding bonds and monumentation deposit;
2. Authorize the City Manager to execute a new Subdivision Improvement Agreement, between Strata Hideaway, LLC, and accept the corresponding new securities; and
3. Authorize the City Clerk to process the Termination, and Subdivision Agreements for recordation with the Riverside County Recorder's Office.

### **BACKGROUND**

The property defined by Tract Map 31796 is located on the north side of Fruitvale Avenue, between Palm Ave. and State St., and is a subdivision for single family homes.

On April 27, 2004 the Planning Commission of the City of Hemet approved Tentative Tract 31796, and adopted the corresponding Conditions of Approval.

The boundaries of Tract 31796 encompass 29.99-acres, and contain one hundred twenty two (122) residential lots, one (1) numbered lot for drainage purposes, and eight (8) lettered lots, A to H, for public roads purposes.

**SUBJECT: Termination and Acceptance of SIA-Tract No. 31796**

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

**ANALYSIS**

Hemet Associates, LLC, is selling the property identified by Tract Map 31796 to Strata Hideaway, LLC. For this reason, Hemet Associates, LLC is requesting the termination of their Subdivision Improvement Agreement (SIA) and the release of the corresponding bonds.

The buyer of the property, Strata Hideaway, LLC, has executed a new SIA, and posted new securities to replace the existing ones.

Because the sale of the property has not been completed at this time, this new SIA and corresponding bonds with Strata Hideaway, LLC, and the Termination of the Hemet Associates SIA and corresponding bonds will be placed in escrow. These documents shall become valid, and will be recorded, only if escrow closes between Hemet Associates, LLC, and Strata Hideaway, LLC, on a tentative date of October 25, 2013. In the event that escrow does not close, for the sale of the property, then Strata Hideaway, LLC SIA and corresponding bonds, and the Termination of the Hemet Associates SIA will become null and void and the original SIA and corresponding bonds with Hemet Associates, LLC will remain in effect.

Applicant: Strata Hideaway, LLC  
4370 La Jolla Village Drive, Suite 960  
San Diego, CA 92122

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

	<u>Document No.</u>	<u>Amount</u>
Performance Bond	10004399	\$973,500
Labor & Material Bond	10004399	\$973,500
Monumentation Bond/Deposit		\$16,000

**FISCAL IMPACT**

There are no fiscal impacts to the General Fund.

Respectfully submitted,



Jorge Biagioni  
Director of Engineering/City Engineer

Fiscal review,



Rita Conrad  
Administrative Services Director

*Encl. Termination & Subdivision Improvement Agreements*

2006-0788238  
original

412  
15

# SURVEY PROCEDURE & INDEX

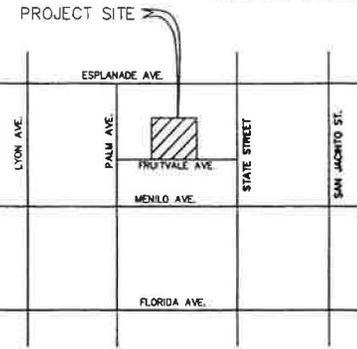
## IN THE CITY OF HEMET, COUNTY OF RIVERSIDE, STATE OF CALIFORNIA TRACT NO. 31796

BEING A SUBDIVISION OF ADJUSTED PROPERTY "A" OF LOT LINE ADJUSTMENT NO. 04-22 PURSUANT TO CERTIFICATE OF COMPLIANCE RECORDED MAY 10, 2005 AS INSTRUMENT NO. 2005-0367230 AND LOT 2 AND PORTIONS OF LOT 3, LOT "A" AND LOT "C" OF TRACT NO. 12910, AS SHOWN BY MAP ON FILE IN BOOK 119, PAGES 87, 98 AND 99 OF MAPS, BOTH RECORDS OF RIVERSIDE COUNTY CALIFORNIA AND THE EAST 15 FEET OF THE NORTH HALF WITH THE NORTH 7.50 FEET OF FARM LOT 189 WITH THE SOUTH 7.50 FEET OF LOT 188 OF THE LANDS OF THE SAN JACINTO LAND ASSOCIATION AS SHOWN BY MAP ON FILE IN BOOK 8, PAGE 357 OF MAPS, RECORDS OF SAN DIEGO COUNTY, CALIFORNIA.

MEDOFER ENGINEERING

JULY, 2004

SHEET 2 OF 8 SHEETS



VICINITY MAP  
N.T.S.

### SURVEYOR'S NOTES

1. THE BASIS OF BEARING FOR THIS SUBDIVISION IS THE SOUTHERLY LINE OF TRACT NO. 24147-1, MB 228/90-94, BEING N 89°57'33" W.
2. ● DENOTES FOUND MONUMENT AS NOTED.
3. ○ DENOTES SET 1" IRON PIPE 18" LONG WITH YELLOW PLASTIC PLUG STAMPED L.S. 7385, FLUSH. (RIVERSIDE COUNTY STANDARD "A" MONUMENT).
4. □ DENOTES MONUMENTS NOT SET PER M.B. 228/90-94. SET 1" IRON PIPE 18" LONG WITH YELLOW PLASTIC PLUG STAMPED L.S. 7385, FLUSH. (RIVERSIDE COUNTY STANDARD "A" MONUMENT).
5. SET 1" IRON PIPE 18" LONG WITH YELLOW PLASTIC PLUG STAMPED L.S. 7385, FLUSH. (RIVERSIDE COUNTY STANDARD "O" MONUMENT), AT REAR LOT CORNERS AND ANGLE POINTS IN SIDE LOT LINES, UNLESS NOTED OTHERWISE.
6. SET LEAD & TAG MARKED L.S. 7385 ON TOP OF CONC. CURB AT THE PROLONGATION OF SIDE LOT LINES FOR FRONT CORNERS. ALSO FOR CURB RETURNS, E.C.'S AND B.C.'S.
7. ALL MONUMENTS SET PER RIVERSIDE COUNTY ORDINANCE 461.4.
8. ALL MONUMENTS SHOWN AS "SET" SHALL BE SET IN ACCORDANCE WITH THE MONUMENTATION AGREEMENT FOR THIS MAP, UNLESS NOTED OTHERWISE.
9. THIS TRACT CONTAINS 29.99 ACRES, GROSS.
10. ( ) DENOTES RECORD DATA PER M.B. 228/90-94, UNLESS NOTED OTHERWISE.
11. [ ] DENOTES RECORD DATA PER M.B. 119/97-99.
12. | ] DENOTES RECORD DATA PER P.M. 23/61-62.
13. (( )) DENOTES RECORD DATA PER P.M. 18/78-79.
14. DRAINAGE EASEMENTS SHALL BE KEPT FREE OF BUILDINGS AND OBSTRUCTIONS.

FD. 1" LP. W/TAG, ILLEG. DN. 0.4", ACCEPTED AS CL INT. PALM AVE. & EATON AVE. PER P.M. 18/78-79.

15' (SEE SHEET 3)

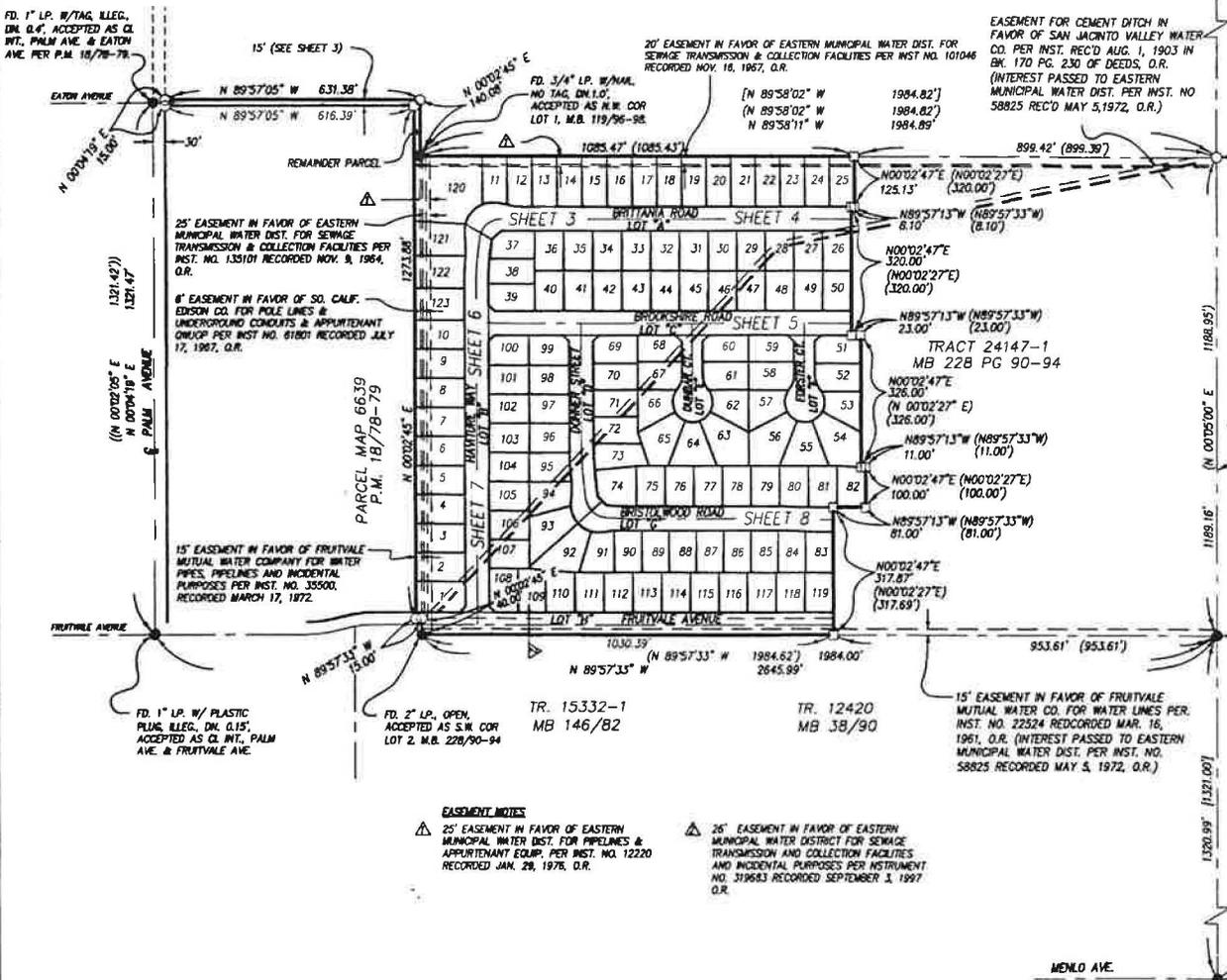
FD. 3/4" LP. W/NAIL, NO TAG, DN. 1.0", ACCEPTED AS N.W. COR LOT 1, M.B. 119/96-98.

[ N 89°58'02" W 1994.82'  
(N 89°58'02" W 1984.82'  
N 89°58'11" W 1984.89'

EASEMENT FOR CEMENT DITCH IN FAVOR OF SAN JACINTO VALLEY WATER CO. PER INST. RECD AUG. 1, 1903 IN BK. 170 PG. 230 OF DEEDS, O.R. (INTEREST PASSED TO EASTERN MUNICIPAL WATER DIST. PER INST. NO. 58825 RECD MAY 5, 1972, O.R.)

FD. RIV. CO. SURV. BRASS DISK, DN. 0.5" IN MON. WELL PER P.M. 23/61-62.

NOTHING FD. RE-ESTABLISHED BY PRORATION.



### EASEMENT NOTES

- △ 25' EASEMENT IN FAVOR OF EASTERN MUNICIPAL WATER DIST. FOR PIPELINES & APPURTENANT EQUIP. PER INST. NO. 12220 RECORDED JAN. 28, 1976, O.R.
- △ 25' EASEMENT IN FAVOR OF EASTERN MUNICIPAL WATER DISTRICT FOR SEWAGE TRANSMISSION AND COLLECTION FACILITIES AND INCIDENTAL PURPOSES PER INSTRUMENT NO. 319683 RECORDED SEPTEMBER 3, 1997 O.R.



GRAPHIC SCALE

( IN FEET )  
1 inch = 200 ft.

FD. RIV. CO. SURV. BRASS DISK, DN. 0.5" IN MON. WELL PER M.B. 119/97-98.

RECORDING REQUESTED BY AND  
WHEN RECORDED RETURN TO:

City of Hemet  
445 E. Florida Avenue  
Hemet, California 92543

Exempt from recording fee:  
Government Code § 6103 and § 27383

(Space above this line for recorder's use)

**TERMINATION OF SUBDIVISION IMPROVEMENT AGREEMENT  
(Final Tract Map 31796)**

This Termination of Subdivision Improvement Agreement ("Termination Agreement") is entered into as of this 15<sup>th</sup> day of October 2013, between the City of Hemet, a municipal corporation ("City") and Hemet Associates, LLC, a Delaware limited liability company ("Hemet Associates").

**RECITALS**

A. Hemet Associates purchased certain real property located in the City of Hemet, California, as is more particularly described in the legal description attached hereto as Attachment "A" (Property).

B. The Property is subject to that certain Subdivision Improvement Agreement for Tract Map 31796 dated February 10, 2009, which was executed by and between Hemet Associates and City and recorded on September 30, 2009, Document No. 2009-0507636 (Hemet Associates SIA) and is attached hereto as Attachment "B."

C. Hemet Associates has sold the Property and City and Hemet Associates desire to enter into this Termination Agreement to release Hemet Associates from any and all obligations contained in the Hemet Associates SIA and to terminate the Hemet Associates SIA in the Official Records of Riverside County California.

NOW, THEREFORE, in consideration of the above, Hemet Associates and City hereby agree as follows:

**AGREEMENT**

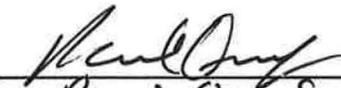
1. Termination of Hemet Associates SIA. City and Hemet Associates agree that the Hemet Associates SIA is terminated and is of no further force and effect.

IN WITNESS WHEREOF, Hemet Associates and City have caused this Termination Agreement to be executed as of the date last set forth below.

**HEMET ASSOCIATES:**

**HEMET ASSOCIATES LLC,**  
a Delaware limited liability company  
By: Ion California Land Fund, LP,  
a Delaware limited partnership,  
Its: Member

By: Ion Capital Partners, LLC  
a Delaware limited liability company  
Its: General Partner

By:   
Name: Paul Oruter  
Title: Managing Member  
Date: 10/15/2013

**CITY:**

**CITY OF HEMET**  
a municipal corporation

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

Date: \_\_\_\_\_

**CALIFORNIA ALL-PURPOSE ACKNOWLEDGMENT**

STATE OF CALIFORNIA )

COUNTY OF RIVERSIDE )  
*Los Angeles*

On 10-15-13, before me, Chris Mitchell, a Notary Public, personally appeared paul Gauger, who proved to me on the basis of satisfactory evidence to be the person(s) whose name(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.

*Chris Mitchell*  
Signature of Notary Public



Place Notary Seal Above

**Attachment "A"**

(Legal Description of Property)

## **LEGAL DESCRIPTION**

LOTS 1 THROUGH 119 INCLUSIVE, 121, 122, AND 123 OF TRACT 31796, IN THE CITY OF HEMET, COUNTY OF RIVERSIDE, STATE OF CALIFORNIA, ACCORDING TO MAP FILED IN BOOK 412 PAGES 4 THROUGH 11 INCLUSIVE OF MAPS, IN THE OFFICE OF THE COUNTY RECORDER OF SAID COUNTY.

**Attachment "B"**

(Hemet Associates SIA)

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

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

5

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

DOC # 2009-0507636

09/30/2009 08:00A Fee:NC

Page 1 of 28

Recorded in Official Records

County of Riverside

Larry W. Ward

Assessor, County Clerk & Recorder



S	R	U	PAGE	SIZE	DA	MISC	LONG	RFD	COPY
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M	A	L	485	426	PCOR	NCOR	SMF	NCHG	EXAM
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**SUBDIVISION IMPROVEMENT AGREEMENT**

**FINAL TRACT MAP 31796**

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034

**By and Between**

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

**and**

**HEMET ASSOCIATES, LLC,  
a Delaware limited liability company**

**Dated:** February 10, 2009

## SUBDIVISION IMPROVEMENT AGREEMENT

### FINAL TRACT MAP 31796

This Subdivision Improvement Agreement (“Agreement”) is entered into as of this 10th day of February, 2009 by and between the City of Hemet, a municipal corporation (“City”) and Hemet Associates, LLC (“Developer”), a Delaware limited liability company. City and Developer are sometimes hereinafter individually referred to as “Party” and hereinafter collectively referred to as the “Parties.”

### RECITALS

A. Developer has submitted to City an application for approval of a final tract map for real property located within City, a legal description of which is attached hereto as Exhibit “A”. The tract map is identified in City records as Tract Map No. 31796. On April 27, 2004, the City conditionally approved Tract No. 31796.

B. Developer has not completed all of the work or made all of the Public Improvements required by the Subdivision Map Act (Government Code sections 66410 et seq.), (“Map Act”) the City Ordinances, the conditions of approval for Tract No. 31796, or other ordinances, resolutions, or policies of City requiring construction of improvements in conjunction with the subdivision of land.

C. Pursuant to City Ordinances and the applicable provisions of the Map Act, Developer and City enter into this Agreement for the timely construction and completion of the Public Improvements and the furnishing of the security therefor, acceptable to the City Engineer and City Attorney, for Tract No. 31796.

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

E. Pursuant to Government Code Section 66499, Developer’s execution of this Agreement and the provision of the security are made in consideration of City’s approval of the final map for Tract No. 31796.

### DEFINED TERMS

**“Developer”** shall mean Hemet Associates, LLC, a Delaware limited liability company. The term “Developer” shall also include all assignees, to the extent permitted under this Agreement, of the rights and obligations of Developer under this Agreement, and any successor-in-interest to Developer having a legal and/or equitable interest in the Property.

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

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

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

**"Property"** shall mean the all of the real property contained within the boundaries of Tract Map No. 31796 located in the City of Hemet, California, as is more particularly described in the legal description and tract diagram attached hereto and incorporated hereby by reference at Attachment "A".

**"Public Improvements"** shall include, but not be limited to, all grading, roads, streets, paving, curbs and gutters, sidewalks, paseos, pathways, trails, sanitary sewers, utilities, storm drains, detention and retention basins and other drainage facilities, traffic controls, landscaping, street lights and all other facilities required to be constructed and dedicated to the City or other public entity as conditions of approval of Tentative Tract Map No. 31796 and as shown in detail on the plans, and specifications which have been approved by the City and incorporated into Tract Map No. 31796. The Parties agree that the Public Improvements to be completed by Developer are more specifically described in the diagram or plan attached hereto and incorporated herein by reference as Attachment "B. Notwithstanding, Attachment "B", Developer shall remain obligated to construct and complete all of the Public Improvements required as conditions of approval for Tentative Tract Map 31796.

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

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

**"Tract No 31796."** shall mean the final map prepared and approved by the City for tentative tract map no. 31796.

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

## **OPERATIVE PROVISIONS**

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

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

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

1.2 **Final Map and Agreement Approval.** The City Council of the City ("City Council") approves the final map for Tract No. 31796 and this Agreement;

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

1.4 **Record Final Map.** Developer records the final map for Tract No. 31796 in the Recorder's Office of the County of Riverside.

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

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

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

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

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

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

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

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

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

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

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

4. **CONSTRUCTION SCHEDULE.** Unless extended pursuant to this Section 4.1 of this Agreement, Developer shall fully and adequately complete or have completed the Public Improvements within five years (60 months) following approval of the final map for Tract No. 31796.

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

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

5. **GRADING.** Developer agrees that any and all grading done or to be done in conjunction with construction of the Public Improvements or development of Tract No. 31796 shall conform to all federal, state, and local laws, ordinances, regulations, and other requirements, including City's grading regulations. All grading, landscaping, and construction activities shall be performed in a manner to control erosion and prevent flooding problems. The City Engineer shall have the authority to require erosion plans to prescribe reasonable controls on the method, manner, and time of grading, landscaping, and construction activities to prevent nuisances to surrounding properties. Plans shall include without limitation temporary drainage and erosion control requirements, dust control procedures, restrictions on truck and other construction traffic routes, noise abatement procedures, storage of materials and equipment, removal of garbage, trash, and refuse, securing the job site to prevent injury, and similar matters. In order to prevent damage to the Public Improvements by improper drainage or other hazards, the grading shall be completed in accordance with the time schedule for completion of the Public Improvements established by this Agreement, and prior to City's approval and acceptance of the Public Improvements and release of the Security as set forth in Section 12.0 et seq. of this Agreement.

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

31796 in accordance with all applicable federal, state, and local laws, rules, and regulations, including, but not limited to, the regulations, schedules and fees of the utilities or agencies providing such services. Except for commercial or industrial properties, Developer shall also provide cable television facilities to serve each parcel, lot, or unit of land in accordance with all applicable federal, state, and local laws, rules, and regulations, including, but not limited to, the requirements of the cable company possessing a valid franchise with City to provide such service within City's jurisdictional limits. All utilities shall be installed underground.

7. **FEES AND CHARGES.** Developer shall, at its sole cost, expense, and liability, pay all fees, charges, and taxes arising out of construction of the Public Improvements, including, but not limited to, all plan check, design review, engineering, inspection, and other service fees, and any impact or connection fees established by City ordinance, resolution, regulation, or policy, or as established by City relative to Tract No. 31796, or as required by other governmental agencies having jurisdiction over Tract No. 31796.

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

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

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

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

10.2 **City Acceptance of Public Improvements**. If Tract No. 31796 was approved and recorded as a single phase map, City shall not accept any one or more of the improvements until all of the Public Improvements are completed by Developer and approved by City. Issuance by City of occupancy permits for any buildings or structures located on the Property shall not be construed in any manner to constitute City's acceptance or approval of any Public Improvements.

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

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

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

12.1 **Performance Bond**. To guarantee the faithful performance of the Public Improvements and all the provisions of this Agreement, to protect City if Developer is in default as set forth in Section 18.0 et seq. of this Agreement, and to secure Developer's one-year guarantee and warranty of the Public Improvements, including the maintenance of all landscaping in a vigorous and thriving condition, Developer shall provide City a faithful performance bond in the amount of **Nine Hundred Fifty Two Thousand Five Hundred and 00/100 Dollars (\$952,500.00)**, which sum shall be not less than one hundred percent (100%) of the Estimated Costs.

12.2 **Partial Release.** The City Council may, in its sole and absolute discretion and upon recommendation of the City Engineer, partially release a portion or portions of the Security provided under this section as the Public Improvements are accepted by City, provided that Developer is not in default on any provision of this Agreement or condition of approval for Tract No. 31796, and the total remaining Security is not less than twenty-five percent (25%) of the Estimated Costs. All Security provided under this section shall be released at the end of the Warranty period, or any extension thereof as provided in Section 11.0 of this Agreement, provided that Developer is not in default on any provision of this Agreement or condition of approval for Tract No. 31796.

12.3 **Labor & Material Bond.** To secure payment to the contractors, subcontractors, laborers, material men, and other persons furnishing labor, materials, or equipment for performance of the Public Improvements and this Agreement, Developer shall provide City a labor and materials bond in the amount of **Nine Hundred Fifty Two Thousand Five Hundred and 00/100 Dollars (\$952,500.00)**, which sum shall not be less than one hundred percent (100%) of the Estimated Costs. The Security provided under this section may be released by written authorization of the City Engineer after six (6) months from the date City accepts the final Public Improvements. The amount of such Security shall be reduced by the total of all stop notice or mechanic's lien claims of which City is aware, plus an amount equal to twenty percent (20%) of such claims for reimbursement of City's anticipated administrative and legal expenses arising out of such claims.

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

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

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

13. **MONUMENT SECURITY.** Prior to City's execution of this Agreement, to guarantee payment to the engineer or surveyor for the setting of all subdivision boundaries, lot corners, and street centerline monuments for Tract No. 31796 in compliance with the applicable provisions of City's Municipal and/or Development Code ("Subdivision Monuments"); Developer shall deposit cash with City in the amount of **Sixteen Thousand and 00/100 Dollars (\$16,000.00)**, which sum shall not be less than one hundred percent (100%) of the costs of setting the Subdivision Monuments as determined by the City Engineer. Said cash deposit may be released by written authorization of the City Engineer after all required Subdivision Monuments are accepted by the City Engineer, City has received written acknowledgment of payment in full from the engineer or surveyor who set the Subdivision Monuments, and provided Developer is not in default of any provision of this Agreement or condition of approval for Tract No. 31796.

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

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

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

## 17. INSURANCE.

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

## 19. GENERAL PROVISIONS.

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

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

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

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

### **CITY:**

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

### **DEVELOPER:**

Hemet Associates, LLC  
556 S. Fair Oaks Ave., Suite 337  
Pasadena, CA 91105

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

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

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

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

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

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

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

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

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

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

19.13 **Relationship Between The Parties.** The Parties hereby mutually agree that neither this Agreement, any map related to Tract No. 24147-1, nor any other related entitlement, permit, or approval issued by City for the Property shall operate to create the relationship of partnership, joint venture, or agency between City and Developer. Developer's contractors and subcontractors are exclusively and solely under the control and dominion of Developer. Nothing herein shall be deemed to make Developer or its contractors an agent or contractor of City.

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

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

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

**CITY OF HEMET**

By:   
Len Wood, City Manager

**ATTEST:**

  
Sarah McComas  
Acting City Clerk

**APPROVED AS TO FORM**

By:   
Eric S. Vail  
City Attorney

**HEMET ASSOCIATES, LLC**

By: See attached  
Paul D. Onufer  
Managing Partner

By: See attached  
Nicholas Mosich  
Managing Partner

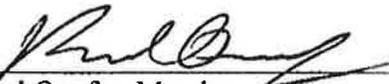
**NOTE: DEVELOPER'S SIGNATURES SHALL BE DULY NOTARIZED, AND APPROPRIATE ATTESTATIONS SHALL BE INCLUDED AS MAY BE REQUIRED BY THE BYLAWS, ARTICLES OF INCORPORATION, OR OTHER RULES OR REGULATIONS APPLICABLE TO DEVELOPER'S BUSINESS ENTITY.**

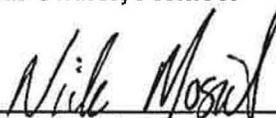
**HEMET ASSOCIATES, LLC SIGNATURE BLOCK FOR SUBDIVISION  
IMPROVEMENT AGREEMENTS:**

HEMET ASSOCIATES, LLC,  
a Delaware limited liability company

By: Ion Southern California Opportunity Fund II, LLC,  
a Delaware limited liability company,  
its Administrative Member

By: Ion Capital Partners, LLC,  
a Delaware limited liability company,  
its Manager

By:   
Paul Onufer, Member

By:   
Nick Mosich, Member

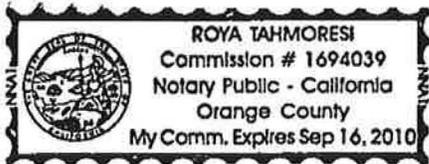
**CALIFORNIA ALL-PURPOSE ACKNOWLEDGMENT**

STATE OF CALIFORNIA

COUNTY OF Orange

On Jan 16 - 2009 before me, Roya Tahmoresi a Notary public, personally appeared Nickolas Mosich

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



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

WITNESS my hand and official seal.

Roya Tahmoresi  
(SIGNATURE OF NOTARY)

**OPTIONAL**

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

**CAPACITY CLAIMED BY SIGNER**

- INDIVIDUAL
- CORPORATE OFFICER
- \_\_\_\_\_ TITLE(S)
- PARTNER(S)       LIMITED  
    GENERAL
- ATTORNEY-IN-FACT
- TRUSTEE(S)
- GUARDIAN/CONSERVATOR
- OTHER \_\_\_\_\_

**DESCRIPTION OF ATTACHED DOCUMENT**

Subdivision Improvement Agreement.  
TITLE OR TYPE OF DOCUMENT  
31796  
NUMBER OF PAGES  
Jan 16 - 2009  
DATE OF DOCUMENT

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

\_\_\_\_\_

\_\_\_\_\_

SIGNER(S) OTHER THAN NAMED ABOVE

\_\_\_\_\_



**EXHIBIT "A"**  
**LEGAL DESCRIPTION OF PROPERTY**  
**TRACT NO. 31796**

**LEGAL DESCRIPTION**

LOTS 1 THROUGH 119 INCLUSIVE, 121, 122, AND 123 OF TRACT 31796, IN THE CITY OF HEMET, COUNTY OF RIVERSIDE, STATE OF CALIFORNIA, ACCORDING TO MAP FILED IN BOOK 412 PAGES 4 THROUGH 11 INCLUSIVE OF MAPS, IN THE OFFICE OF THE COUNTY RECORDER OF SAID COUNTY.

*Michael A. Medofer* 1/13/09  
MICHAEL A. MEDOFER DATE  
LS 7385  
EXP. 12/31/2009



**EXHIBIT "B"**  
**LIST OF PUBLIC IMPROVEMENTS**  
**TRACT NO. 31796**

**LIST OF IMPROVEMENTS FOR CONSTRUCTION  
TRACT 31796, HEMET, CA**

**STREET & DRAINAGE IMPROVEMENTS**

<u>Quantity</u>	<u>Unit</u>	<u>Item</u>
1,004	C.Y.	Roadway Excavation
875	S.Y.	Remove A.C. Pavement
80	L.F.	Remove A.C. Dike
10	Ton	Asphalt Concrete
10	C.Y.	Agg Base Class II
1,875	Ton	Asphalt Emulsion
48	L.F.	Curb and Gutter (Type A-8)
325	S.F.	P.C.C. Cross Gutter and Spandrels
59,985	S.F.	P.C.C. Sidewalk
14,103	S.F.	P.C.C. Drive Approach
11	EA	Handicapped Access Ramp
480	L.F.	Chain Link Fence (6') Detention Basin
4	EA	Street Lights (including conduit)
255	C.Y.	Grouted Rip Rap (1/2 Ton) Method B
60	L.F.	18" C.S.P. or 21" x 15" CSPA
68	CY	Concrete Spillway
1	LS	Pump and Vault
8	EA	Street Name Sign
3	EA	Road Sign – One Post (No Parking signs)
20	S.F.	Thermoplastic Channelizing Limit Line and Pavement Marking
1,160	L.F.	Remove existing 15" VCP Sewer
4	EA	Remove existing manhole
1	L.S.	Clean and video storm drain

**LANDSCAPE IMPROVEMENTS – RIGHT-OF-WAY**

<u>Quantity</u>	<u>Unit</u>	<u>Item</u>
125	EA	Street Trees (15 Gallon/24" Box)
35,740	S.F.	Landscape and Irrigation

**WATER IMPROVEMENTS**

<u>Quantity</u>	<u>Unit</u>	<u>Item</u>
1	LS	F.H. spotters, pentagons & paint

**EXHIBIT "C"**

**SURETY BONDS AND OTHER SECURITY**

**TRACT NO. 31796**

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

**PERFORMANCE BOND PRINCIPAL AMOUNT:** \$ 952,500.00  
Surety: American Safety Casualty Insurance Co.  
Attorney-in-fact: William Syrkin  
Address: 5530 Trabuco Road  
Irvine, CA 92620

**LABOR & MATERIAL BOND PRINCIPAL AMOUNT:** \$ 952,500.00  
Surety: American Safety Casualty Insurance Co.  
Attorney-in-fact: William Syrkin  
Address: 5530 Trabuco Road  
Irvine, CA 92620

**CASH MONUMENT SECURITY:** \$ 16,000.00  
Amount deposited per Cash Receipt No. \_\_\_\_\_ Date: \_\_\_\_\_

**EXHIBIT "D"**

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

**LIST OF CONDITIONS NOT YET SATISFIED  
TRACT 31796, HEMET, CA**

**Landscaping:**

21. All interior residential street shall have parkways adjacent to curb. Street trees shall be planted at a minimum of one (1) tree for every 40 feet of street frontage in accordance with City guidelines. Parkway areas within the public R-O-W shall include the installation of ground cover (planted a minimum of 12-inches on-center) or turf and the installation of automated irrigation. Maintenance of the street trees shall be through a Lighting & Landscape Maintenance District (LLMD) or alternative maintenance mechanism acceptable to the City.

22. All public landscaped areas shall be maintained by the developer for a minimum of one-year to assure continued growth and health. Continued maintenance of public areas shall be guaranteed by establishment of a home owners association or alternative mechanism approved by the Planning Director.

**Mitigation Measures:**

25. Construct Fruitvale Avenue from the westerly terminus near Palm Avenue to the easterly terminus near State Street to provide on lane in each direction.

26. A STOP sign should be installed to control outbound traffic at the project accesses to Fruitvale Avenue.

33. Install driveway approach in accordance with the City of Hemet Standard Specifications for Public Works Construction. Standards C-208, C-209, and C-210. In accordance with City of Hemet Resolution No. 1783, driveway widths and locations shall be approved by the City Engineer.

34. Install handicap ramp(s) in accordance with the City of Hemet Standard Specifications for Public Works Construction. Standard C-215A and Uniform Building Code Title 24.

**STREETS**

**Fruitvale Avenue**

36. Install parkway type sidewalk in accordance with the City of Hemet Standard Specifications for Public Works Construction Standard C-215 on the north side of Fruitvale and enhanced landscape buffer on south side.

37. Install public street lights in accordance with the City of Hemet Standard Specifications for Public Works Construction, Standards G-805, G-808, and G-808A. The plans shall be designed by a registered electrical engineer.

38. Install street trees (one tree per lot or two per corner lot) in accordance with the City of Hemet Street Tree Master Plan. Install automatic irrigation system to trees.

39. Street improvements shall be extended westerly to Ollie Way a minimum 24' width

pavement.

**Streets "A", "B", Bristolwood, Brookshire & Britania**

43. Install driveway approach in accordance with the City of Hemet Standard Specifications for Public Works Construction. Standards C-208, C-209, and C-210. In accordance with City of Hemet Resolution No. 1783, driveway widths and locations shall be approved by the City Engineer.

44. Install handicap ramp(s) in accordance with the City of Hemet Standard Specifications for Public Works Construction. Standard C-215A and Uniform Building Code Title 24.

47. Install sidewalk and handicap ramp(s) in accordance with the City of Hemet Standard Specifications for Public Works Construction.

48. Install public street lights -in accordance with the City of Hemet Standard Specifications for Public Works Construction. Standards G-805, G-808, and G-808A. The plans shall be designed by a registered electrical engineer.

49. Install stop signs, street name signs and red curb per instructions of the City Traffic Engineer.

50. Install street trees (one tree per lot or two per corner lot) in accordance with the City of Hemet Street Tree Master Plan. Install automatic irrigation system to trees.

51. Streets shall match width and alignment of approved plans for Tract 24147.

**"C" Street & "D" Street**

55. Install driveway approach in accordance with the City of Hemet Standard Specifications for Public Works Construction, Standards C-208, C-209, and C-210. In accordance with City of Hemet Resolution No. 1783, driveway widths and locations shall be approved by the City Engineer.

56. Install handicap ramp(s) in accordance with the City of Hemet Standard Specifications for Public Works Construction. Standard C-215A and Uniform Building Code Title 24.

59. Install sidewalk and handicap ramp(s) in accordance with the City of Hemet Standard Specifications for Public Works Construction.

60. Install public street lights -in accordance with the City of Hemet Standard Specifications for Public Works Construction. Standards G-805, G-808, and G-808A. The plans shall be designed by a registered electrical engineer.

61. Install stop signs, street name signs and red curb per instructions of the City Traffic Engineer.

62. Install street trees (one tree per lot or two per corner lot) in accordance with the City of Hemet Street Tree Master Plan. Install automatic irrigation system to trees.

## **DRAINAGE**

68. Where survey monuments exist, such monuments shall be protected or shall be referenced and reset pursuant to Business and Professions Code, Sections 8700 to 8805 (Land Surveyors Act).

69. Monumentation shall be provided in accordance with City of Hemet Standard Specifications for Public Works Construction Standard M-900 and M-900A. In lieu of Standard M-901, street centerline monuments shall conform with Riverside County Surveyor's Office provided that cross-ties are set in top of curbs and tie sheets are filed with the City Engineer.

## **LANDSCAPING**

76. Prior to the issuance of a Certificate of Occupancy or finalization of the Building Permit, submit landscape "as built" in public areas, and RP principle backflow prevention certification(s) for all water service.

## **AGENCY APPROVALS**

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

## **HYDRANTS AND FIRE PROTECTION SYSTEMS**

79. In accordance with the Uniform Fire Code Section 901.3, the water system (mains and hydrants) shall be tested and accepted by the Fire Marshal prior to the commencement of combustible construction.

## **ACCESS**

83. Prior to final inspection for single family residential or prior to the issuance of a certificate of occupancy for all other development "No Parking - Fire Lane" signs, red curbing and hydrant markers (blue dots) shall be provided to the specifications of the City of Hemet Fire Marshal in accordance with the Uniform Fire Code Section 901.4 and 902.1 and Section 22500.1 of the California Vehicle Code.

84. Prior to final inspection, addresses shall be provided on all new and existing buildings in accordance with the Uniform Fire Code Section 901.4.4.

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

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

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

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

**SUBDIVISION IMPROVEMENT AGREEMENT**

**FINAL TRACT MAP 31796**

**By and Between**

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

**and**

**STRATA HIDEAWAY, LLC  
a Delaware limited liability company**

**Dated: \_\_\_\_\_, 2013**

## SUBDIVISION IMPROVEMENT AGREEMENT

### FINAL TRACT MAP 31796

This Subdivision Improvement Agreement (“Agreement”) is entered into as of this \_\_\_\_ day of \_\_\_\_\_, 2013 (the “Effective Date”) by and between the City of Hemet, a municipal corporation (“City”) and Strata Hideaway, LLC (“Developer”), a Delaware limited liability company. City and Developer are sometimes hereinafter individually referred to as “Party” and hereinafter collectively referred to as the “Parties.”

#### RECITALS

A. Developer has submitted to City an application for approval of a final tract map for real property located within City, a legal description of which is attached hereto as Exhibit “A”. The tract map is identified in City records as Tract Map No. 31796. On April 27, 2004, the City conditionally approved Tract No. 31796.

B. Developer has not completed all of the work or made all of the Public Improvements required by the Subdivision Map Act (Government Code sections 66410 et seq.), (“Map Act”) the City Ordinances, the conditions of approval for Tract No. 31796, or other ordinances, resolutions, or policies of City requiring construction of improvements in conjunction with the subdivision of land.

C. Pursuant to City Ordinances and the applicable provisions of the Map Act, Developer and City enter into this Agreement for the timely construction and completion of the Public Improvements and the furnishing of the security therefor, acceptable to the City Engineer and City Attorney, for Tract No. 31796.

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

E. Pursuant to Government Code Section 66499, Developer’s execution of this Agreement and the provision of the security are made in consideration of City’s approval of the final map for Tract No. 31796.

#### DEFINED TERMS

“*Developer*” shall mean STRATA HIDEAWAY, LLC a Delaware limited liability company. The term “Developer” shall also include all assignees, to the extent permitted under this Agreement, of the rights and obligations of Developer under this Agreement, and any successor-in-interest to Developer having a legal and/or equitable interest in the Property.

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

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

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

**“Property”** shall mean the all of the real property contained within the boundaries of Tract Map No. 31796 located in the City of Hemet, California, as is more particularly described in the legal description and tract diagram attached hereto and incorporated hereby by reference at Attachment “A”.

**“Public Improvements”** shall include, but not be limited to, all grading, roads, streets, paving, curbs and gutters, sidewalks, paseos, pathways, trails, sanitary sewers, utilities, storm drains, detention and retention basins and other drainage facilities, traffic controls, landscaping, street lights and all other facilities required to be constructed and dedicated to the City or other public entity as conditions of approval of Tentative Tract Map No. 31796 and as shown in detail on the plans, and specifications which have been approved by the City and incorporated into Tract Map No. 31796. The Parties agree that the Public Improvements to be completed by Developer are more specifically described in the diagram or plan attached hereto and incorporated herein by reference as Attachment “B. Notwithstanding, Attachment “B”, Developer shall remain obligated to construct and complete all of the Public Improvements required as conditions of approval for Tentative Tract Map 31796.

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

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

**“Tract No 31796.”** shall mean the final map prepared and approved by the City for tentative tract map no. 31796.

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

## **OPERATIVE PROVISIONS**

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

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

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

1.2 **Final Map and Agreement Approval.** The City Council of the City (“City Council”) approves the final map for Tract No. 31796 and this Agreement;

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

1.4 **Record Final Map.** Developer records the final map for Tract No. 31796 in the Recorder’s Office of the County of Riverside.

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

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

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

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

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

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

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

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

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

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

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

4. **CONSTRUCTION SCHEDULE.** Unless extended pursuant to this Section 4.1 of this Agreement, Developer shall fully and adequately complete or have completed the Public Improvements within five years (60 months) following the Effective Date of this Agreement.

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

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

5. **GRADING.** Developer agrees that any and all grading done or to be done in conjunction with construction of the Public Improvements or development of Tract No. 31796 shall conform to all federal, state, and local laws, ordinances, regulations, and other requirements, including City's grading regulations. All grading, landscaping, and construction activities shall be performed in a manner to control erosion and prevent flooding problems. The City Engineer shall have the authority to require erosion plans to prescribe reasonable controls on the method, manner, and time of grading, landscaping, and construction activities to prevent nuisances to surrounding properties. Plans shall include without limitation temporary drainage and erosion control requirements, dust control procedures, restrictions on truck and other construction traffic routes, noise abatement procedures, storage of materials and equipment, removal of garbage, trash, and refuse, securing the job site to prevent injury, and similar matters. In order to prevent damage to the Public Improvements by improper drainage or other hazards, the grading shall be completed in accordance with the time schedule for completion of the Public Improvements established by this Agreement, and prior to City's approval and acceptance of the Public Improvements and release of the Security as set forth in Section 12.0 et seq. of this Agreement.

6. **UTILITIES.** Developer shall provide utility services, including water, sewer, power, gas, and telephone service to serve each parcel, lot, or unit of land within Tract No. 31796 in accordance with all applicable federal, state, and local laws, rules, and regulations,

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

7. **FEES AND CHARGES.** Developer shall, at its sole cost, expense, and liability, pay all fees, charges, and taxes arising out of construction of the Public Improvements, including, but not limited to, all plan check, design review, engineering, inspection, and other service fees, and any impact or connection fees established by City ordinance, resolution, regulation, or policy, or as established by City relative to Tract No. 31796, or as required by other governmental agencies having jurisdiction over Tract No. 31796.

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

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

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

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

10.2 **City Acceptance of Public Improvements.** If Tract No. 31796 was approved and recorded as a single phase map, City shall not accept any one or more of the improvements until all of the Public Improvements are completed by Developer and approved by City. Issuance by City of occupancy permits for any buildings or structures located on the Property shall not be construed in any manner to constitute City's acceptance or approval of any Public Improvements.

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

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

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

12.1 **Performance Bond.** To guarantee the faithful performance of the Public Improvements and all the provisions of this Agreement, to protect City if Developer is in default as set forth in Section 18.0 *et seq.* of this Agreement, and to secure Developer's one-year guarantee and warranty of the Public Improvements, including the maintenance of all landscaping in a vigorous and thriving condition, Developer shall provide City a faithful performance bond in the amount of **Nine Hundred Seventy Three Thousand Five Hundred and 00/100 Dollars (\$973,500.00)**, which sum shall be not less than one hundred percent (100%) of the Estimated Costs.

12.2 **Partial Release.** The City Council may, in its sole and absolute discretion and upon recommendation of the City Engineer, partially release a portion or portions of the Security provided under this section as the Public Improvements are accepted by City, provided that Developer is not in default on any provision of this Agreement or condition of approval for Tract No. 31796, and the total remaining Security is not less than twenty-five percent (25%) of the Estimated Costs. All Security provided under this section shall be released at the end of the Warranty period, or any extension thereof as provided in Section 11.0 of this Agreement, provided that Developer is not in default on any provision of this Agreement or condition of approval for Tract No. 31796.

12.3 **Labor & Material Bond.** To secure payment to the contractors, subcontractors, laborers, material men, and other persons furnishing labor, materials, or equipment for performance of the Public Improvements and this Agreement, Developer shall provide City a labor and materials bond in the amount of **Nine Hundred Seventy Three Thousand Five Hundred and 00/100 Dollars (\$973,500.00)**, which sum shall not be less than one hundred percent (100%) of the Estimated Costs. The Security provided under this section may be released by written authorization of the City Engineer after six (6) months from the date City accepts the final Public Improvements. The amount of such Security shall be reduced by the total of all stop notice or mechanic's lien claims of which City is aware, plus an amount equal to twenty percent (20%) of such claims for reimbursement of City's anticipated administrative and legal expenses arising out of such claims.

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

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

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

13. **MONUMENT SECURITY.** Prior to City's execution of this Agreement, to guarantee payment to the engineer or surveyor for the setting of all subdivision boundaries, lot corners, and street centerline monuments for Tract No. 31796 in compliance with the applicable provisions of City's Municipal and/or Development Code ("Subdivision Monuments"), Developer shall deposit cash with City in the amount of **Sixteen Thousand and 00/100 Dollars (\$16,000.00)**, which sum shall not be less than one hundred percent (100%) of the costs of setting the Subdivision Monuments as determined by the City Engineer. Said cash deposit may be released by written authorization of the City Engineer after all required Subdivision Monuments are accepted by the City Engineer, City has received written acknowledgment of payment in full from the engineer or surveyor who set the Subdivision Monuments, and provided Developer is not in default of any provision of this Agreement or condition of approval for Tract No. 31796.

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

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

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

## 17. INSURANCE.

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

## 19. GENERAL PROVISIONS.

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

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

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

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

### **CITY:**

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

### **DEVELOPER:**

Strata Hideaway, LLC  
4370 La Jolla Village Dr #960  
San Diego, CA 92122

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

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

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

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

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

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

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

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

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

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

19.13 **Relationship Between The Parties.** The Parties hereby mutually agree that neither this Agreement, any map related to Tract No. 31796, nor any other related entitlement, permit, or approval issued by City for the Property shall operate to create the relationship of partnership, joint venture, or agency between City and Developer. Developer's contractors and subcontractors are exclusively and solely under the control and dominion of Developer. Nothing herein shall be deemed to make Developer or its contractors an agent or contractor of City.

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

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

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

**CITY OF HEMET**

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

**ATTEST:**

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

**APPROVED AS TO FORM**

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

**STRATA HIDEAWAY, LLC**

By:  \_\_\_\_\_  
David C. Michan  
Manager

By:  \_\_\_\_\_  
Mark Cheeseman  
Manager

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

CALIFORNIA ALL-PURPOSE ACKNOWLEDGMENT

STATE OF CALIFORNIA

COUNTY OF

San Diego

On September 9, 2013 before me, Marcella C. Rayon a Notary public, personally appeared

Dorel G. Michon

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

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

WITNESS my hand and official seal.



(SIGNATURE OF NOTARY)

OPTIONAL

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

CAPACITY CLAIMED BY SIGNER

DESCRIPTION OF ATTACHED DOCUMENT

- Individual and Corporate Officer checkboxes with a line for Title(s).

Line for Title or Type of Document

- Partner(s) checkboxes for Limited and General with a line for Number of Pages.

Line for Number of Pages

- Attorney-in-fact, Trustee(s), Guardian/conservator, and Other checkboxes with a line for Date of Document.

Line for Date of Document

Signer is representing: (Name of person(s) or entity(ies))

Line for Signer(s) other than named above

**CALIFORNIA ALL-PURPOSE ACKNOWLEDGMENT**

STATE OF CALIFORNIA

COUNTY OF San Diego

On September 9, 2013 before me, Marcella C. Rayon a Notary public, personally appeared Mark J. Chesebrough,

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

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

WITNESS my hand and official seal.



(SIGNATURE OF NOTARY)

**OPTIONAL**

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

**CAPACITY CLAIMED BY SIGNER**

**DESCRIPTION OF ATTACHED DOCUMENT**

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

\_\_\_\_\_

TITLE OR TYPE OF DOCUMENT

- PARTNER(S)       LIMITED
- GENERAL

\_\_\_\_\_

NUMBER OF PAGES

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

\_\_\_\_\_

DATE OF DOCUMENT

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

\_\_\_\_\_

\_\_\_\_\_

\_\_\_\_\_

SIGNER(S) OTHER THAN NAMED ABOVE

**EXHIBIT "A"**

**LEGAL DESCRIPTION OF PROPERTY**

**TRACT NO. 31796**

**LEGAL DESCRIPTION**

LOTS 1 THROUGH 119 INCLUSIVE, 121, 122, AND 123 OF TRACT 31796, IN THE CITY OF HEMET, COUNTY OF RIVERSIDE, STATE OF CALIFORNIA, ACCORDING TO MAP FILED IN BOOK 412 PAGES 4 THROUGH 11 INCLUSIVE OF MAPS, IN THE OFFICE OF THE COUNTY RECORDER OF SAID COUNTY.

*Michael A. Medofer 9/09/2013*  
MICHAEL A. MEDOFER                      DATE  
LS 7385  
EXP. 12/31/2013



**EXHIBIT "B"**

**LIST OF PUBLIC IMPROVEMENTS**

**TRACT NO. 31796**

**STREET & DRAINAGE IMPROVEMENTS**

<u>Quantity</u>	<u>Unit</u>	<u>Item</u>
8	Ton	Asphalt Emulsion
56,644	S.F.	P.C.C. Sidewalk
14,103	S.F.	P.C.C. Drive Approach
10	EA	Handicapped Access Ramp
480	L.F.	Chain Link Fence (6') Detention Basin
5	EA	Street Lights (including conduit)
29	EA	Copper Wiring for Street Lights
1	L.S.	Miscellaneous Asphalt & Trench Repair
255	C.Y.	Grouted Rip Rap (1/2 Ton)
60	L.F.	18" C.S.P. Culvert
68	C.Y.	Concrete Spillway
1	L.S.	Pump and Vault (Detention Basin)
8	EA	Street Name Sign
3	EA	Road Sign – One Post (No Parking signs)
20	S.F.	Thermoplastic Channelizing Limit Line and Pavement Marking

**OTHER ITEMS**

<u>Quantity</u>	<u>Unit</u>	<u>Item</u>
1,160	L.F.	Remove Existing 15" Sewer Main
4	EA	Remove Existing Manhole
1	L.S.	Clean and Video Storm Drain

**LANDSCAPE IMPROVEMENTS – RIGHT-OF-WAY**

<u>Quantity</u>	<u>Unit</u>	<u>Item</u>
62	EA	Street Trees (15 Gallon)
63	EA	Street Trees (24" Box)
35,740	S.F.	Landscape and Irrigation

**WATER IMPROVEMENTS**

<u>Quantity</u>	<u>Unit</u>	<u>Item</u>
4	EA	Repair Vandalized Water Service

- 2 EA Replace Missing Fire Hydrant
- 1 L.S. F.H. spotters, pentagons & paint

**EXHIBIT "C"**

**SURETY BONDS AND OTHER SECURITY**

**TRACT NO. 31796**

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

**PERFORMANCE BOND PRINCIPAL AMOUNT:** \$ 973,500.00

Surety: American Safety Casualty Insurance  
Company

Attorney-in-fact: Juli Dahlgren

Address: 23901 Calabasas Rd, Suite 1085  
Calabasas CA 91302

**LABOR & MATERIAL BOND PRINCIPAL AMOUNT:** \$ 973,500.00

Surety: American Safety Casualty Insurance  
Company

Attorney-in-fact: Juli Dahlgren

Address: 23901 Calabasas Rd, Suite 1085  
Calabasas CA 91302

**CASH MONUMENT SECURITY:** \$ 16,000.00

Amount deposited per Cash Receipt No. \_\_\_\_\_ Date: \_\_\_\_\_



## Staff Report

TO: Honorable Mayor and Members of the Hemet City Council

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

DATE: October 22, 2013

RE: Award of Bid for the Safe Routes to School Project CIP No. 5548  
Intersection Improvements at Menlo Avenue and Cawston Avenue

### **RECOMMENDED ACTION:**

That the City Council award the contract to the lowest, responsive bidder, PTM General Engineering Services, for the Safe Routes to School Project CIP 5548 Intersection Improvements at Menlo Avenue and Cawston Avenue in the amount of \$554,331, and reject all other bids;

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

Establish budget in the amount of \$554,331 in Fund No. 329-5548-5500 for the cost of construction, \$25,000 for surveying and geotechnical engineering and \$40,000 in Fund No. 329-5548-2710, various accounts for staff design, administration costs, construction engineering and inspection costs, totaling \$619,331.

### **BACKGROUND:**

The City received a Safe Routes to School (SR2S) grant award in the amount of \$707,850.00 to fund 90% of the intersection improvements at Menlo Avenue and Cawston Avenue with a new signalized intersection, crosswalk on Menlo Avenue into Cawston Elementary School and sidewalk at the south east corner of Fruitvale Avenue and Cawston Avenue. The reimbursement covers the design and construction phases and public outreach and education. The City is partnering with the County of Riverside Public Health Injury Prevention Services to deliver a public outreach component to the project, bringing together the improvements with education on Safe Routes to School.

### **PROJECT DESCRIPTION:**

The project will install a new traffic signal at the intersection of Menlo Avenue and Cawston Avenue. The new signal system will have crosswalks installed, including pedestrian countdown both visual and audible, cross gutters and spandrels, ADA compliant access ramps at each corner, additional pavement width on the south west corner and curb and gutter to assist the flow of water to the west. In addition, sidewalks will be installed at the south east corner of Cawston Avenue and Fruitvale Avenue. The overall project is shown on Exhibit "A".

**ANALYSIS:**

On August 27, 2013 the Purchasing offices received 2, responsive, sealed bids shown below.

PTM General Engineering Services	\$554,331
All American Asphalt	\$665,000

**COORDINATION & REVIEW:**

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

**FISCAL IMPACT:**

No General Fund Impact. This project is funded by the Streets and Bridges Fund and be reimbursed from Caltrans at 90% from the Safe Routes to School grant program. The total costs including construction, construction engineering, administration and inspection costs are estimated to be \$619,331.

Respectfully submitted,



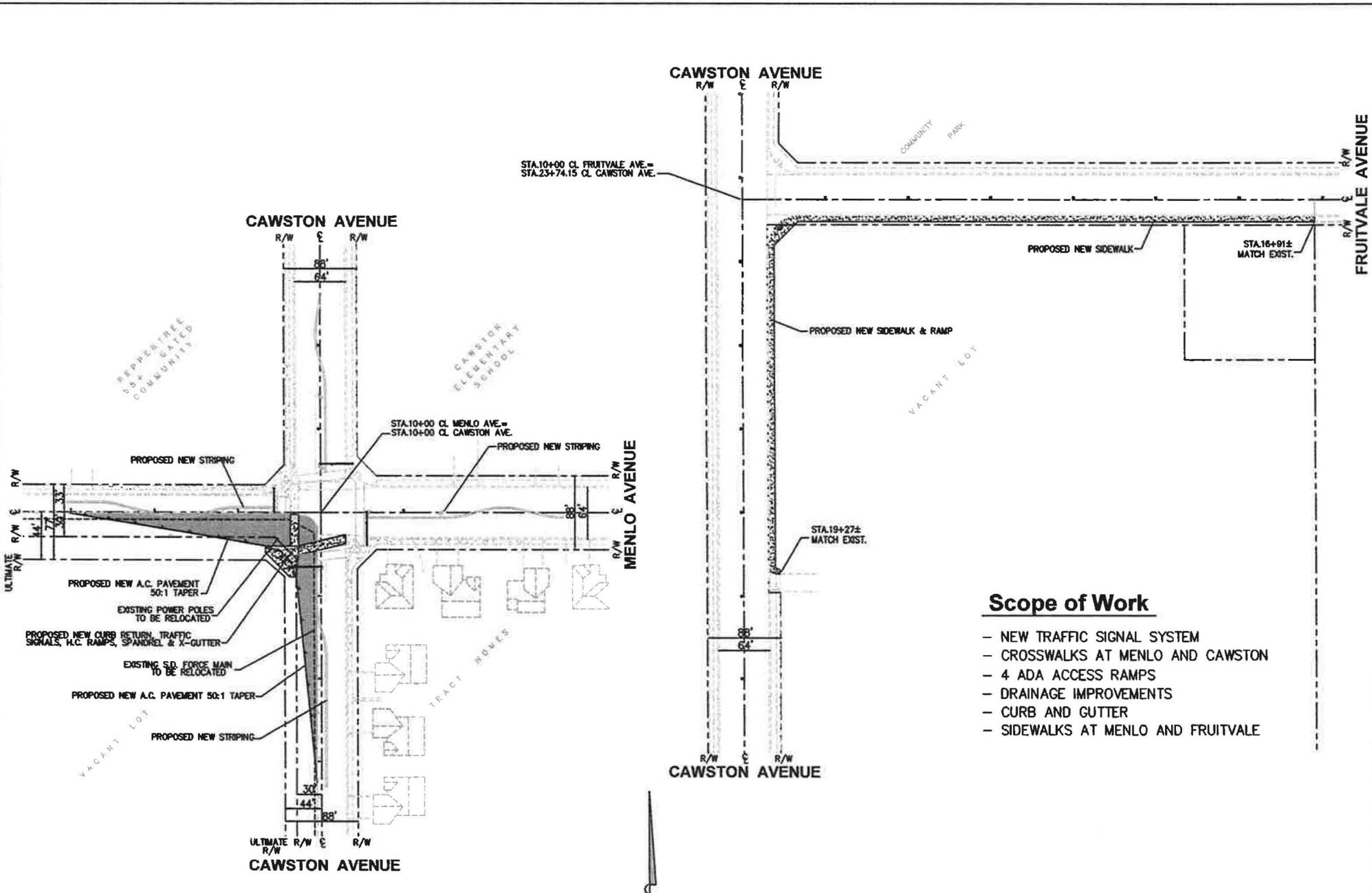
Victor Monz  
Principal Engineer

Fiscal Review,



Rita Conrad  
Deputy City Manager/  
Admin. Services Director

Attachment(s): Exhibit "A" Plan View



**Scope of Work**

- NEW TRAFFIC SIGNAL SYSTEM
- CROSSWALKS AT MENLO AND CAWSTON
- 4 ADA ACCESS RAMPS
- DRAINAGE IMPROVEMENTS
- CURB AND GUTTER
- SIDEWALKS AT MENLO AND FRUITVALE

N.T.S.



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

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

**City of Hemet**  
**EXHIBIT "A"**  
**CAWSTON AVENUE**  
**(FROM MENLO AVE. TO FRUITVALE AVE.)**  
 CIP No. 5548

I:\PUBLIC\RESHAPE\CAPITAL PROJECTS\5548 - MENLO & CAWSTON IMPROVEMENTS\FINAL.DWG



*Staff Report*

TO: Honorable Mayor and Members of the Hemet City Council  
FROM: Jorge Biagioni, Engineering Director/City Engineer  
Ronald E. Bradley, Interim City Manager *RSB*  
DATE: October 22, 2013  
RE: Installation of Banners across Florida Avenue

**RECOMMENDED ACTION:**

That the City Council approves the installation of the following listed banners.

**BACKGROUND:**

Ordinance No. 1598, adopted on March 23, 1998, amending Article XXXVII, Sections 90-1311 through 90-1317 inclusive of the Hemet Municipal Code relating to the Banner for Events within the City of Hemet and the San Jacinto Valley.

- A. Assistance League of Hemacinto – Seeking Volunteers. The banner will go up at Florida and Harvard on November 11, 2013, and down on November 25, 2013, to make the public aware of their ongoing Seeking Volunteers event. The application and banner legend are attached.
- B. 1<sup>st</sup> Baptist Church – Christmas Celebration. The banner will go up at Florida and Kirby on December 9, 2013 and down on December 16, 2013 to make the public aware of their Christmas Celebration taking place December 13, 14, 15, 20, 21, and 22. The application and banner legend are attached.

**ANALYSIS:**

Ordinance No. 1598 states that “certain eligible events and festivals that are deemed to be of community-wide benefit may place banners, flags, or similar devices over public streets”.

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

This action is in compliance with Ordinance No. 1598, adopted on March 23, 1998.

**FISCAL IMPACT:**

No impact to the General Fund.

Respectfully submitted,

DeAnna Stelse  
Engineering Department

Attachment(s): Application and banner legend

**City of Hemet**  
**SPECIAL EVENT BANNER PERMIT APPLICATION**

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

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

ORGANIZATION OR APPLICANT NAME: Assistance League of Hemacinto  
CONTACT PERSON: Judy Palmieri PHONE NO: 951-652-4305  
ADDRESS: 180 N. Girard  
CITY, STATE, ZIP CODE: Hemet, CA. 92544  
EVENT: Seeking Volunteers  
EVENT DATE: — ongoing  
BANNER LOCATION: Florida Ave at Harvard Ave or Florida Ave at Kirby St  
DESIRED START DATE: 11/11/13 REMOVAL DATE: 11/25/13  
BANNER SIZE: 3 x 30

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

Volunteer with Assistance League serving the valley's kids  
SIGNATURE: Judy Palmieri TITLE: Public Relations since 1976  
PRINTED NAME: Judy Palmieri DATE: 9-29-11

**THE FOLLOWING MUST BE ATTACHED:**

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

SUBMIT COMPLETED FORM AND REQUIRED ATTACHMENTS TO:

Laurie Knotek - Public Works Department  
510 E. Florida Ave.  
Hemet CA 92543  
(951) 765-2326 Fax (951) 765-3878

FOR CITY USE

DATE APPROVED  
BY CITY COUNCIL \_\_\_\_\_

**Volunteer with Assistance League®**  
SERVING VALLEY'S KIDS SINCE 1976

**652-8307**

**City of Hemet**  
**SPECIAL EVENT BANNER PERMIT APPLICATION**

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

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

ORGANIZATION OR APPLICANT NAME: 1ST BAPTIST CHURCH  
CONTACT PERSON: DAVE GERHARD PHONE NO. 458-9133  
ADDRESS: 26059 GILBERT  
CITY, STATE, ZIP CODE: HEMET 92544  
EVENT: CHRISTMAS CELEBRATION  
EVENT DATE: 12/13, 14, 15, 20, 21, 22  
BANNER LOCATION: Florida Ave. at Harvard Ave. or Florida Ave. at Kirby St.  
DESIRED START DATE: 12/9/13 REMOVAL DATE: 12/16/13  
BANNER SIZE: \_\_\_\_\_

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

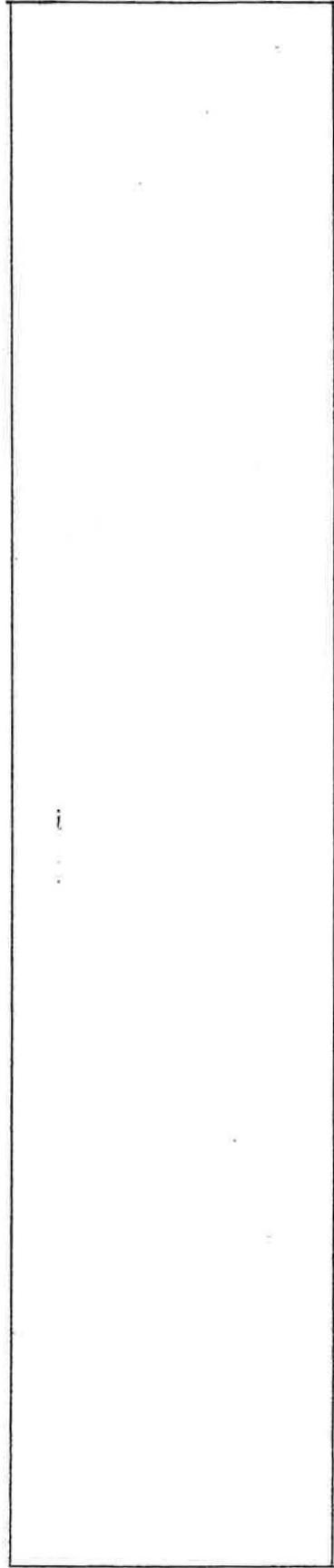
SIGNATURE [Signature] TITLE: MUSIC DIRECTOR  
PRINTED NAME: DAVE GERHARD DATE: 2/12/13

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

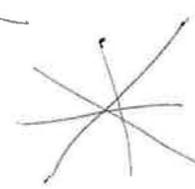
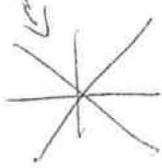
SUBMIT COMPLETED FORM AND REQUIRED ATTACHMENTS TO:

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

- No logos
- Font must be same size throughout text
- No e-mail address
- No location



Snow  
Flakes


 First Baptist Church Presents  
 Christmas Celebration  
 Dec. 7, 8, 9, 14, 15, 16  
 complimentary tickets available now 951-658-7133  




*Staff Report*

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**TO:** Honorable Mayor and City Council  
**FROM:** Ronald E. Bradley, Interim City Manager *REB*  
**DATE:** October 22, 2013  
**SUBJECT:** Housing and Community Development Needs; and Citizen Participation Plan

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**RECOMMENDATIONS:**

- 1) Conduct the public hearing on housing and community development needs with regard to the Community Development Block Grant (CDBG) program, and the proposed City of Hemet Citizen Participation Plan,
- 2) City Council approve the proposed City of Hemet Citizen Participation Plan for submission to the U.S. Department of Housing and Urban Development (HUD), and
- 3) City Council provide direction to staff for evaluating CDBG funding requests for the 14/15 program year.

**BACKGROUND:**

The City of Hemet (City) is an entitlement city of the CDBG program and as such, receives annual grants on a formula basis from the U.S. Department of Housing and Urban Development (HUD). The purpose of CDBG is to carry out a wide range of community development activities directed toward revitalizing neighborhoods, economic development, and providing improved community facilities and services, with maximum feasible priority given to activities which benefit low and moderate income persons. The City is responsible for developing its own programs and funding priorities within CDBG and HUD requirements, as detailed in the Five-Year Consolidated Plan and Annual Action Plans. In addition, City staff monitors sub-recipients of the funds awarded under this grant and prepares and submits to HUD the Consolidated Annual Performance and Evaluation Report (CAPER).

Upon the advice of HUD as to newly adopted best practices, the City of Hemet has revised its Citizen Participation Plan (**Attachment 1**) to better describe the City's policies and procedures for involving the community in the development of the Five-Year Consolidated Plan and the Annual Action Plan; the review of the Consolidated Annual Performance and Evaluation Report (CAPER); the use of CDBG program funds; and any amendments that may be required to the Citizen Participation Plan or the aforementioned documents.

**DISCUSSION:**

The 15-day public review and public comment period of Hemet's Citizen Participation Plan was noticed in La Prensa on October 4, 2013 and in the Press Enterprise on October 6, 2013 (**Attachment 2**). The proposed Citizen Participation Plan includes an additional public hearing to consider any comments or views of citizens, public agencies, and other interested parties on housing and community development needs in Hemet prior to development of the Annual Action

Plan as required by the U.S. Department of Housing and Urban Development (HUD). From October 7 through October 21, 2013 the proposed Citizen Participation Plan was available at City Hall, the Covell Building, the Hemet Public Library, and on the City's website. Written public comments were due by 5 pm October 21, 2013 and responses to all comments will be prepared, delivered to the originator and included with the City's submission to HUD of the Citizen Participation Plan and the 2014-2015 Community Development Block Grant (CDBG) Annual Action Plan.

Also included in the Citizen Participation Plan is an annual directive from City Council establishing a process for evaluating funding requests for the upcoming program year. In 2010/11 and 2011/12 a citizen panel evaluated CDBG funding requests, and in 2012/13 and 2013/14 a City Council ad hoc committee appointed by Mayor Youssef evaluated CDBG funding requests before presenting funding recommendations to the full City Council for approval. CDBG applications for 2014/15 funding are currently available to the public on the City's website and due on November 14, 2013. Application review and evaluation typically takes place in January with funding recommendations presented to City Council for approval in February.

**COORDINATION AND REVIEW:**

The recommended action was coordinated with the Administrative Services Department, Community Development Department, Community Investment Department, Office of the City Manager, Public Works and the City Attorney.

**STRATEGIC PLAN AND COUNCIL GOALS INTEGRATION:**

The recommended action supports the Council's goals of supporting and promoting a high quality of life in Hemet, investing in Hemet, and collaborating with outside agencies.

**FISCAL IMPACT:**

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

**ALTERNATIVES:**

Revise or disapprove the proposed City of Hemet, Citizen Participation Plan. This alternative is not recommended as it will delay adoption of HUD recommended best practices.

**ATTACHMENTS:**

1. Citizen Participation Plan
2. Publication Notices

**Prepared By:**



Carla Callahan  
CDBG Coordinator

**Approved By:**



Ronald E. Bradley  
Interim City Manager

**Reviewed by:**



Rita Conrad  
Deputy City Manager and  
Director of Administrative Services

**Reviewed by:**



John Jansons  
Community Investment Director



CITY OF HEMET

## CITIZEN PARTICIPATION PLAN

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Revised October 2013

### Community Investment Department

JOHN JANSONS, DIRECTOR  
445 E. FLORIDA AVENUE  
HEMET, CALIFORNIA 92543  
(951)765-2331

*The City of Hemet is dedicated to providing a superior level of responsive service to the community that results in a safe, caring attractive environment for residents, businesses and visitors.*

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## **INTRODUCTION**

The City of Hemet, as an annual recipient of U.S. Department of Housing and Urban Development (HUD) funding, is required to have and follow a detailed Citizen Participation Plan containing the City's policies and procedures for public involvement in:

- the development of the Five-Year Consolidated Plan – identification of needs and priorities for use of HUD funding;
- development of the Annual Action Plan – itemized proposed use of annual allocation of HUD funding;
- review of the Consolidated Annual Performance Evaluation Report (CAPER) – detailed evaluation of actual expenditure of annual allocation of HUD funding; and
- substantial amendments to the Citizen Participation Plan, Consolidated Plan, Annual Action Plan, or the CAPER.

## **ENCOURAGING PUBLIC PARTICIPATION**

The Code of Federal Regulations-Title 24-Part 91-Subpart B, requires that the City of Hemet's Citizen Participation Plan both provide for and encourage public participation. The primary purpose of the programs covered by this Citizen Participation Plan is to improve communities by providing decent housing, a suitable living environment, and growing economic opportunities—all principally for low and moderate income people. Therefore, the City will publish notices of public meetings, comment periods and public hearings in both the Press Enterprise and Spanish language, La Prensa newspapers, and on the City website [www.cityofhemet.org](http://www.cityofhemet.org) to encourage involvement by all of its citizens, particularly, low- and moderate- income residents, residents of blighted neighborhoods, minorities, non-English speaking persons and persons with disabilities who may benefit from the use of HUD funded activities. In addition the City will consult with the Housing Authority of Riverside County to encourage the participation of residents of assisted housing developments within the City of Hemet. Opportunities for public participation may also be publicized through direct notification (mail, e-mail or flyers) of groups and individuals who have expressed an interest or whom the City identifies as having a greater potential interest, such as disabled persons, minorities, seniors, youth, etc. The City will provide opportunities for public involvement at all stages of the process, including:

- Identifying needs;
- Prioritizing identified needs; and
- Overseeing the way in which programs are carried out.

## **PUBLIC ACCESS TO INFORMATION**

Citizens of Hemet, public agencies and other interested parties will be provided with reasonable and timely access to local meetings, information, and records relating to the proposed, actual, and past use of funds covered by this Citizen Participation Plan.

Standard documents will be available for public review at the City of Hemet Covell Building, 510 East Florida Avenue, Hemet, California, 92543 and the City's website [www.cityofhemet.org](http://www.cityofhemet.org). All standard documents are maintained and accessible for a period of five (5) years as required by Consolidated Plan Regulations [24 CFR 91.105(h)]. These documents will be provided, when requested, in an accessible format to persons with disabilities and non-English speakers. Standard documents include:

- The Citizen Participation Plan
- The Five-Year Consolidated Plan
- The Annual Action Plan
- The Consolidated Annual Performance and Evaluation Report
- Substantial Amendments to any of the listed documents

## **CONSOLIDATED PLAN PROCESS**

The purpose of HUD funding is to carry out a wide range of community development activities directed toward revitalizing neighborhoods, economic development and providing community facilities and services, with maximum feasible priority given to activities which benefit low and moderate income persons. The City is responsible for developing its own programs and funding priorities within HUD requirements, through the Consolidated Plan Process. In order to develop and implement an effective plan the City must actively engage citizens, public agencies and other interested parties at all stages of the process.

In general, this process includes:

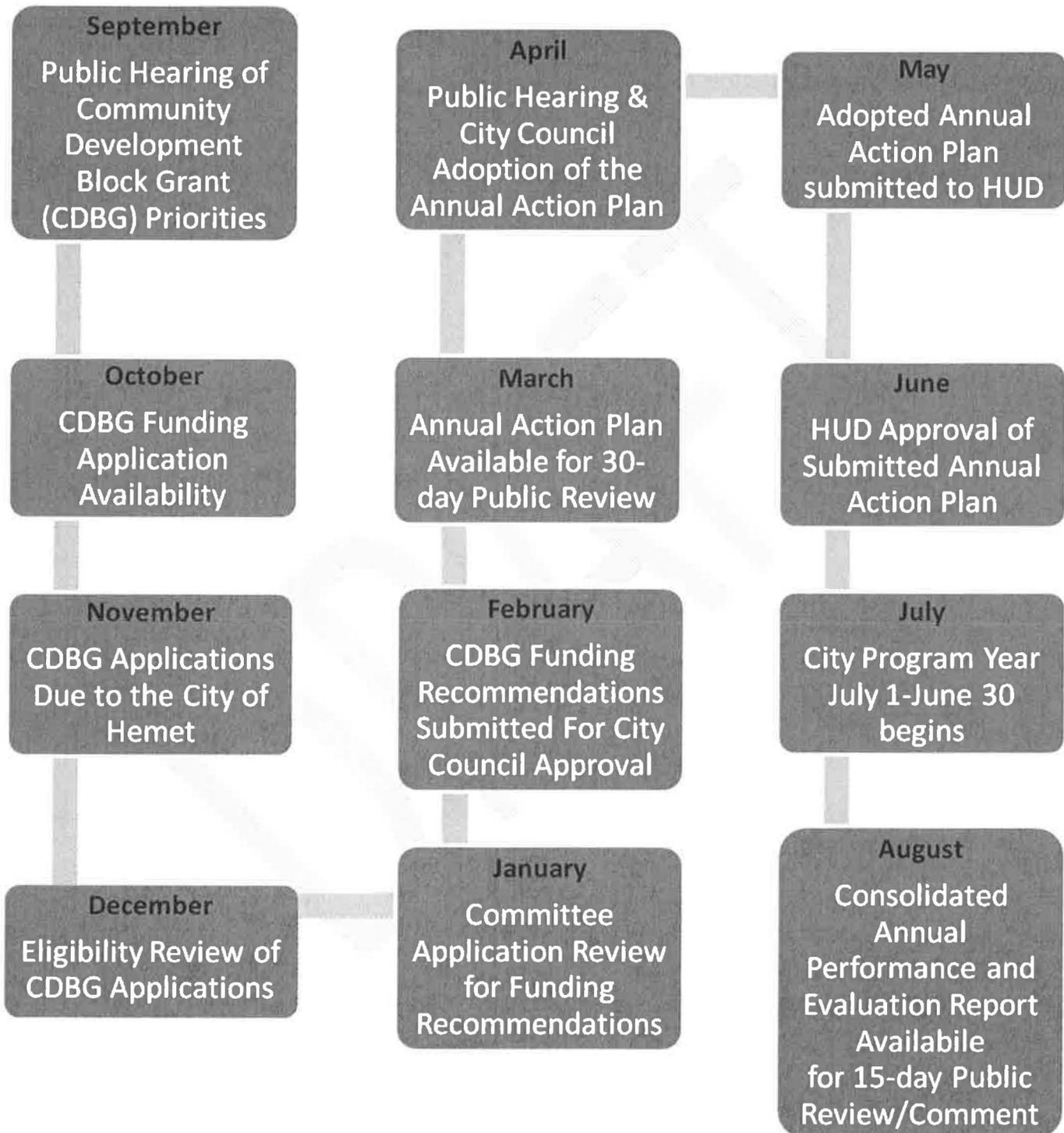
- Identification of housing and community development needs
- Preparation of the Five-Year Consolidated Plan
- Preparation of the Annual Action Plan
- Public comment and hearing of the proposed plan
- Formal approval by the Hemet City Council of the proposed plan
- When necessary, preparation of a substantial amendment to revise priorities, activities or funding
- Preparation of the CAPER

The City will notice and hold a public hearing at the beginning of the Consolidated Plan process, typically in September, to obtain citizens' views about the City's diverse housing and community development needs and what priority those needs have, prior to preparation of the proposed Five-Year Consolidated Plan or the Annual Action Plan. At the housing and community development needs public hearing, City Council will direct staff to establish a process for evaluating funding requests for the upcoming program year. Previous processes include City Council ad hoc committee, citizen advisory panel, and staff advisory panel.

City staff will facilitate the funding request and evaluation process and provide funding recommendations at a regular City Council meeting, typically in February. Upon City Council approval of the program year funding recommendations, the Five-Year Consolidated Plan and/or Annual Action Plan will be prepared and made available, typically in March, for public review and comment, thirty (30) days prior to a public hearing. The public hearing and City Council approval of the plan must occur prior to submission of the plan, typically in April, at least forty-five (45) days before the beginning of the program year on July 1. In the event, changes in funded activities or funding amounts must be made after approval of the plan the amendment process (detailed on page 5) must be followed.

The CAPER, which describes how funds were actually expended and the extent to which these funds were used for activities that benefited low and moderate income people, will be prepared after completion of the program year, June 30, and made available for a 15-day public review and comment period, typically in August, before submission to HUD. HUD requires submission no later than ninety (90) days after the program year end, by September 28.

# City of Hemet Annual Action Plan Process



## **PUBLIC HEARINGS**

The City will conduct at least two public hearings at different stages of the Consolidated Plan process and at different times of the program year. Public hearings are required in order to obtain citizen's views and to provide the public with the City's responses to public comments and questions. Public hearings will be held only after there has been adequate notice as described below in the Public Notice part of this Citizen Participation Plan.

Public hearings will generally be held on the second or fourth Tuesday of the month at 7 p.m. in the Council Chambers located at 450 East Latham, Hemet California, convenient to potential and actual beneficiaries of funding and accessible to people with disabilities. The Council Chambers are located within a block of multiple bus stops, in census tract 043401 which has over 70% low and moderate income residents and where many CDBG activities are or have been located. Reasonable accommodations will be made for persons with disabilities when requests are made at least five working days prior to a hearing. Translators will be provided for non-English speaking persons when requests are made at least five working days prior to a hearing.

In preparing Consolidated Plan documents, careful consideration will be given to all comments and views expressed by the public, whether given as verbal testimony at the public hearing or submitted in writing during the review and comment period. All submitted Consolidated Plan documents will have a section that presents all public comments, City responses, and explains why any comments were not accepted.

## **PUBLIC NOTICE**

The City of Hemet will provide adequate advance notice of 15 or 30 days, depending on the subject of the notice, at all stages of the Consolidated Plan process to encourage participation by interested parties. To allow for informed comment, notices will provide specific information regarding the subject of the notice including anticipated amount of funding, eligible types of activities, expected benefit to low and moderate income persons, staff contact information, date, time, and location of the event. Notices will be published in the Press Enterprise and the Spanish language, La Prensa as display advertisements in a non-legal section of the newspaper, to increase visibility. In addition notices will be posted on the City's website [www.cityofhemet.org](http://www.cityofhemet.org).

City of Hemet advance notice for specific documents:

- Citizen Participation Plan – 15 days
- Five-Year Consolidated Plan – 30 days
- Annual Action Plan – 30 days
- Substantial Amendment – 30 days
- Consolidated Annual Performance Evaluation Report – 15 days

## **WRITTEN PUBLIC COMMENT**

It is the policy of the City of Hemet to provide reasonable opportunity, 15 to 30 days, for interested parties to examine the contents of Consolidated Plan documents and submit written comments prior to their finalization. The details for public comment on a specific document will be included in the public notice. City staff will provide a meaningful, written reply within 15 working days, when practicable, and a summary of the comments with City responses will be included with the final document. Generally, documents will be made available for public review at the following locations:

Hemet City Hall  
445 East Florida Avenue  
Hemet, CA 92543

City of Hemet Covell Building  
510 East Florida Avenue  
Hemet, CA 92543

Hemet Public Library  
305 East Devonshire Avenue  
Hemet, CA 92543

## **AMENDMENTS**

City of Hemet Consolidated Plan documents will be amended any time there is a change, minor or substantial, in the approved priorities or funds distribution method; the addition of a funded activity not previously approved; or a change in the approved purpose, location, scope, or beneficiaries of an activity. As required by HUD [24 CFR 91.105 (c)] the public will be notified and provided a 30-day opportunity to review and comment, before the public hearing, whenever there is a *substantial amendment*.

The following will be considered, by the City of Hemet, to be a *substantial amendment*:

- The addition, elimination or modification of a priority goal originally described in the Five-Year Consolidated Plan.
- The elimination of an activity originally described in the Annual Action Plan.
- The addition of an activity not originally described in the Annual Action Plan.
- A change in the use of funding from one activity to another described in the Annual Action Plan.
- A change in the purpose, scope, location or beneficiaries of an activity described in the Annual Action Plan.
- A change in funding by 20 percent or more, whether an increase or decrease, allocated to an activity described in the Annual Action Plan.

This City of Hemet Citizen Participation Plan will be amended only after the public has been notified of the City's intent to modify it, and only after the public has had a minimum of 15 days to review and comment on the proposed substantial changes.

## **TECHNICAL ASSISTANCE**

City staff will work with organizations and individuals representative of low and moderate income people who are interested in submitting a proposal to obtain funding assistance under the Consolidated Plan. All potential applicants for funding are encouraged to contact City staff for technical assistance before completing a proposal form. Current contact information:

- Carla Callahan, CDBG Coordinator – 951-765-3722

## **ANTI-DISPLACEMENT**

The primary objective of the City of Hemet is to avoid or minimize the displacement of individuals as a result of HUD funded activities. Therefore, to the greatest extent possible, the City will:

- Coordinate code enforcement with rehabilitation and housing assistance programs.
- Consider the impact of displacement in site selection, during the project planning phase.
- Phase rehabilitation of multi-family properties to allow tenants to remain during and after rehabilitation.
- Collaborate with the Housing Authority of Riverside County to utilize existing HUD Section 8 rental voucher programs to house eligible persons who must temporarily relocate during rehabilitation.
- Assure, whenever possible, that residential occupants have the opportunity to return to their rehabilitated homes.
- Provide information to displaced individuals on available assistance and relocation benefits.

Prior to approval of any HUD funded activity with the potential for temporary or permanent displacement of individuals, the responsible agency (City or private developer) will provide a written plan of action for comparable replacement low-income housing and assistance to displaced persons, based on the Uniform Relocation Assistance and Real Property Acquisition Policies Act of 1970 (URA), 49 CFR part 24.

## **COMPLAINT PROCEDURES**

The federal government has given the Mayor and City Council sole responsibility and authority to develop and implement the Consolidated Plan and the Annual Action Plan within HUD regulated guidelines. HUD requires thirty-day public review periods for the Consolidated Plan and the Annual Action Plan, while the review period for the Comprehensive Annual Performance Evaluation Report (CAPER) is fifteen days.

Written comments, complaints, concerns or questions addressed to the City of Hemet will receive a meaningful, written reply within 15 working days, when practicable.

Correspondence may be addressed to:

City of Hemet  
Community Investment Department  
ATTN: Carla Callahan, CDBG Coordinator  
510 East Florida Avenue  
Hemet, CA 92543  
(951) 765-3722  
[ccallahan@cityofhemet.org](mailto:ccallahan@cityofhemet.org)

Persons wishing to contact the Los Angeles Area HUD office may address correspondence to:

William Vasquez, Director  
Community Planning and Development Division  
611 W. 6th Street, Suite 800  
Los Angeles, CA 90017  
(213)534-2555  
[William.G.Vasquez@hud.gov](mailto:William.G.Vasquez@hud.gov)

## **COLABORATIVE AGENCIES**

The City of Hemet regularly consults with a variety of agencies in the development of Consolidated Plan documents, such as those listed below:

- Assistance League of Hemacinto
- Alternatives to Domestic Violence
- California Family Life Center
- Care-A-Van Transit System, Inc
- Community Pantry
- EXCEED
- Fair Housing Council of Riverside County
- Habitat for Humanity
- Hemet Police Activities League
- Hemet/San Jacinto Center Against Sexual Assault (CASA)
- Housing Authority of Riverside County
- La Vista Alcohol and Drug Recovery
- Riverside County Departments – Economic Development Agency, Public Social Services, Mental Health
- United Way
- Valley Restart Shelter
- Valley Wide Scholarship Program

## **DEFINITIONS**

**ANNUAL ACTION PLAN:** A one year (July 1 through June 30) planning document, detailing approved funding allocations for specific eligible activities. Submitted to HUD 45 days prior to the beginning of the program year.

**CDBG:** Community Development Block Grant, a HUD grant which provides for a variety of community development programs that benefit low and moderate income persons.

**CAPER:** The Consolidated Annual Performance Evaluation Report is prepared at the end of the program year to detail how funds were actually expended and the extent to which these funds were used for activities that benefited low and moderate income people. Submitted to HUD within 90 days of program year end.

**FIVE-YEAR CONSOLIDATED PLAN:** A five year planning document and application for funding which establishes the City's priorities and strategies for use of HUD administered funding.

**HUD:** U.S. Department of Housing and Urban Development, the federal agency which administers and provides guidance for the Consolidated Plan process and use of federal funds such as CDBG.

**LOW AND MODERATE INCOME PERSONS:** An individual from a household with a total income that does not exceed eighty percent (80%) of the median household income for the area adjusted for family size.

**CITY OF HEMET CENSUS TRACT MAP**

To be inserted when HUD.gov website is available

DRAFT



CIUDAD de HEMET  
AVISO DE AUDIENCIA PÚBLICA

El Concejo Municipal de la Ciudad de Hemet va a tener una reunión pública el Martes, 22 de octubre a las 7:00pm, en las salas que están ubicadas en 450 E. Latham, Hemet, California. Esta reunión es una oportunidad para tomar en cuenta comentarios de ciudadanos, agencias públicas, y otro tipo de grupos que estén interesados en el programa "The Citizen Participation Plan, también incluye el departamento de vivienda y desarrollo de la comunidad, y el "Community Development Block Grant" (CDBG) programa que es requerido por el Departamento Estadounidense de la Vivienda y Desarrollo Urbano conocido como HUD.

"The Citizen Participation Plan" contiene las reglas y procedimientos de la Ciudad de Hemet para la participación de la comunidad en el desarrollo del Plan Consolidado y Plan Anual, también incluye el Plan de Acción Anual; la revisión del Informe de Evaluación e Interpretación Anual Consolidado (ALCAPARRA); y el uso de fondos del programa CDBG. Las actividades CDBG elegibles incluyen los siguientes departamentos: Vivienda; Obras Públicas; Servicios al Público; Rehabilitación; Aplicación de Código Municipal, Plancamiento, y por último Administración del Programa dentro de la Ciudad de Hemet.

"The Citizen Participation Plan" estará disponible para una revisión pública que durará 15 días y el público puede dar sus comentarios y sugerencias, empezando el lunes 7 de octubre, al lunes 21 de octubre de 2013, en la página de internet de la Ciudad o en las siguientes localidades:

Hemet Public Library  
305 E. Devonshire Ave.  
Hemet, California 92543

Covell Building  
510 E. Florida Ave.  
Hemet, California 92543

Hemet City Hall  
445 E. Florida Ave.  
Hemet, California 92543

Los comentarios escritos deben de ser recibidos en la dirección que está escrita abajo, antes de las 5pm del lunes, 21 de octubre de 2013. Los ciudadanos interesados pueden verificar los materiales de CDBG en la página de internet de la Ciudad de Hemet, [www.cityofhemet.org](http://www.cityofhemet.org), seleccione los siguientes departamentos: Ayuda Programas Financieros, y Ayuda de Bloque de Desarrollo de Comunidad. Para información adicional o para acomodar personas que no hablen inglés o Discapacitadas, por favor comuníquense con Carla Callahan, coordinadora de CDBG en la siguiente dirección:

CITY OF HEMET  
510 East Florida Avenue  
Hemet, California 92543



## **CITY OF HEMET NOTICE OF PUBLIC HEARING**

The Hemet City Council will hold a public hearing on Tuesday, October 22, 2013 at 7:00 p.m. in the Council Chambers located at 450 East Latham, Hemet, California. The hearing is an opportunity to consider any comments or views of citizens, public agencies, and other interested parties on Hemet's Citizen Participation Plan and housing and community development needs regarding the Community Development Block Grant (CDBG) program as required by the U.S. Department of Housing and Urban Development (HUD).

The Citizen Participation Plan contains the City of Hemet's policies and procedures for involving the community in the development of the multi-year Consolidated Plan and the Annual Action Plan; the review of the Consolidated Annual Performance and Evaluation Report (CAPER); and the use of CDBG program funds. Eligible CDBG activities include Housing; Public Facilities Improvements; Public Services; Rehabilitation; Code Enforcement; and Planning and Program Administration within the City of Hemet.

The Citizen Participation Plan will be available for a 15-day public review and comment period from Monday, October 7 through Monday, October 21, 2013 on the City web page and at the following locations:

Hemet Public Library  
305 E. Devonshire Ave.  
Hemet, California 92543

Covell Building  
510 E. Florida Ave  
Hemet, California 92543

Hemet City Hall  
445 E. Florida Ave.  
Hemet, California 92543

Written comments must be received at the address below by 5pm on Monday, October 21, 2013. Interested citizens may examine CDBG materials on the City web page at [www.cityofhemet.org](http://www.cityofhemet.org) by selecting Departments, Grant Funded Programs, and Community Development Block Grant. For additional information, including accommodations for non-English speakers or persons with disabilities, contact Carla Callahan, CDBG Coordinator at the following address:

CITY OF HEMET  
510 East Florida Avenue  
Hemet, California 92543



## Staff Report

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TO: Honorable Mayor and Members of the City Council

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

DATE: October 22, 2013

SUBJECT: Consideration of City Film Permit Process to Create Film Industry Incentives

---

### **RECOMMENDATION:**

That the City Council authorize staff to proceed with amending the City's regulations, permits and fees for motion picture and television productions as outlined in City Council Resolution No. 2843 and pursuant to Ordinance No. 1393 to create a "film" permit incentive as recommended in this report.

### **BACKGROUND:**

On July 10, 1990, the City Council adopted Resolution No. 2843 establishing regulations, permits and fees for motion picture and television productions as outlined in City Council Resolution No. 2843 and pursuant to Ordinance No. 1393 as referred in Hemet Municipal Code Article VI, Section 18-181 (**Attachment 1**) as adopted on July 24, 1990.

For the purpose of the forgoing discussion, the term "film" shall also incorporate in its definition, but not limited to: motion pictures, video production, digital media productions, music video productions, television and satellite broadcast productions and other media productions for broadcast or display to public audiences.

The adopted schedule of fees includes, a film production permit per day of \$250.00 and a \$10 permit cancellation fee. Resolution No. 2843 also requires that "police protection, fire protection permits and services and public works assistance be paid at prevailing hourly City rates.

On September 24, 2013, the Riverside County Board of Supervisors adopted Ordinance No. 634.2 (**Attachment 2**) establishing new policies for film production incentives including, in short:

- waiving County film permit fees,
- permitting filming on County-owned property at no charge,
- waive collection of Transient Occupancy Tax (bed tax) for room nights stayed in the County during film production for 48 months,
- create a "one stop" film permit processing center,
- eliminate requirement to hold County business license, and
- clarify fees levied on film industry as per the county CEO.

On September 24, 2013, at the request of Mayor Pro-Tem Larry Smith, the City Council directed

staff to prepare information for the City Council to consider adopting incentives similar to Riverside County for film production in Hemet.

To that end, staff requests City Council direction to prepare a new Resolution that would replace Resolution No. 2843 to create incentives for film production in Hemet:

**DISCUSSION:**

Since 2011, the City of Hemet has actively engaged the Inland Empire Film Commission (IEFC) to express the City's interest in increased film production in Hemet. Over the years, Hemet has been the site of film, television commercials and video productions including: automobile commercials, YouTube videos, and the feature film *Seabiscuit*.

Recent increased cooperation with the IEFC has included meetings, tours of the City, and the preparation of an inventory of sites and locations of interest for filming and entertainment industry productions in Hemet and the San Jacinto Valley.

On September 22, 2013, at the request of Mayor Pro-Tem Larry Smith, the City Council directed staff to prepare information for the City Council to consider adopting incentives similar to Riverside County for film production in Hemet.

To that end, staff requests City Council direction to prepare a new Resolution that would replace Resolution No. 2843 to create incentives for film production in Hemet:

**Recommended Amendments**

- 1) Eliminate the City's current film permit fee of \$250 per day to align with the no cost permits now offered by the County of Riverside.
- 2) When approved by City Manager, allow filming at City-owned facilities and properties at no cost.
- 3) Name the City Manager or his/her designee as the signatory for all city film permits,
- 4) Contract with the Inland Empire Film Commission as a "one stop" and contact to the film industry providing industry leads, liaison services and permit assistance.

**Transient Occupancy Tax (Hotel Bed Tax) Waiver**

While the County has adopted a waiver of TOT (Transient Occupancy Tax) collected in the unincorporated County in Ordinance 634.2 adopted on September 22, 2013 as part of its incentive package, the County has not established a method for implementing this incentive.

At this time, staff does not recommend a waiver of TOT as an incentive. TOT revenue is unrestricted revenue for funding general City functions like police, fire and other "General Fund" city services. In light of declining revenues over the past five years and the fiscal difficulties experienced by the City resulting in structural budget deficits, reduction of city services, reductions in force (layoffs) and general austerity measures required to remain solvent during the Great Recession this revenue is essential to maintain current service levels.

If the Council so directs, the City could adopt a policy similar to the County's, but it is recommended that this direction include the creation of a "refund / reimbursement" program and procedures for refunding TOT spent in Hemet hotels during filming to be administered by the City Department Administrative Services beginning January 1, 2014.

Finally, while there will be no fee charged for a Hemet film permit, the City will continue to review, coordinate and approve, at the city's sole discretion, film permit requests so public safety and order is maintained and disruptions to the community are minimized. The new proposed resolution would retain the remainder of the language in Resolution No. 2843 unless the City Council requests further amendments.

Upon approval of the incentives proposed, staff will coordinate the preparation of a revised Resolution with the City Attorney's Office for presentation to the City Council for adoption on December 10, 2013.

**COORDINATION AND REVIEW:**

This options outlined in this report have been coordinated with the Office of the City Manager City Attorney, Administrative Services and Community Investment departments.

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

The recommendation supports the Council's goals of increasing economic vitality, local job creation and business to business spending in Hemet.

**FISCAL IMPACT:**

Approval of the recommended action will result in a loss of revenue to the City in the amount of \$250 per film production day.

**ALTERNATIVE(S):**

The City Council may choose to direct staff to create incentives other than those recommended.

**CONCLUSION:**

That the City Council authorize staff to proceed with preparing a new Resolution amending the City Film Permitting Process to create a filming incentive as recommended in this report.

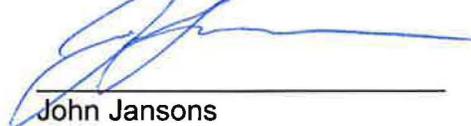
**Attachment(s): 2**

- 1) Riverside County Board of Supervisors Request Letter, Agenda Report and Ordinance 634.2
- 2) City of Hemet Resolution No. 2843 - Film Permit Application and Hemet Municipal Code Section Article VI, Section 18-181.

**Recommended By:**

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

**Prepared By:**

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

COUNTY OF RIVERSIDE



Board of Supervisors

- District 1 Kevin Jeffries  
951-955-1010
- District 2 John F. Tavaglione  
951-955-1020
- District 3 Jeff Stone  
Vice Chairman 951-955-1030
- District 4 John Benoit  
Chairman 951-955-1040
- District 5 Marion Ashley  
951-955-1050

September 11, 2013

The Honorable Robert Youseff  
Mayor, City of Hemet  
445 E. Florida Avenue  
Hemet, CA 92543

Re: Request for Consideration of Modification of your Film and Television Ordinance

Dear Mayor Youseff:

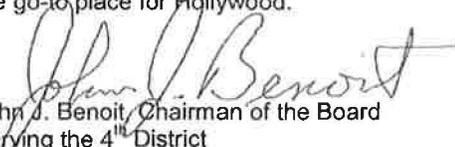
We are writing to encourage you and your city council to revise your film and television ordinance. As you may know, we recently revised our film and television ordinance in order to make Riverside County more attractive to international and domestic film and television production, and we'd like all the cities in Riverside County to join us in this effort.

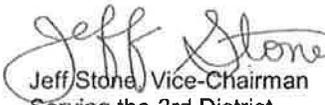
What makes our film and television ordinance unique in California and appealing to this important industry? It was written with help from producers, directors, and executives from the industry. With input from Lee Fraser of Warner Brothers and the Canada California Business Council and Hollywood Studios International CEO Steve Saxton along with entertainment attorney Tom Ara, of Reed Smith, LLP, we have a new ordinance that offers great potential to bring film and TV production to Riverside County.

California has lost a tremendous amount of television and film business over the years. In fact, Riverside County could have been the host of one of the nation's top television series, "Breaking Bad." However, the State of New Mexico offered incentives that we could not.

Executives from the film and television industry tell us that a single one-week location shooting of a sitcom brings a weekly payroll and community investment of \$3 million and 160 jobs. It also helps fill hotels and restaurants and creates local purchases of goods and equipment.

To assist you, we have attached our ordinance for your review and consideration. We are asking you to consider elimination of film permit fees and collection of transient occupancy taxes for this industry cluster. We also request that you join us in using a one-stop process for film permitting and eliminate business license fees for film and television companies so that together we can make Riverside County the go-to place for Hollywood.

  
John J. Benoit, Chairman of the Board  
Serving the 4<sup>th</sup> District

  
Jeff Stone, Vice-Chairman  
Serving the 3rd District

Attached: Film & Television Ordinance 634.2

- cc: Board of Supervisors
- County Executive Officer
- Chief Assistant CEO
- Assistant CEO/EDA
- Managing Director/EDA
- Commissioner of Foreign Trade

**SUBMITTAL TO THE BOARD OF SUPERVISORS  
COUNTY OF RIVERSIDE, STATE OF CALIFORNIA**



**FROM:** Supervisor John J. Benoit  
Supervisor Jeff Stone

**SUBMITTAL DATE:** September 24, 2013

**SUBJECT:** Adoption of Ordinance Number 634, Regulating Commercial Filming, Ordinance Amendment No. 634.2.

**RECOMMENDED MOTION:** That the Board of Supervisors:

1. Adopt Ordinance Number 634.2, Regulating Commercial Filming

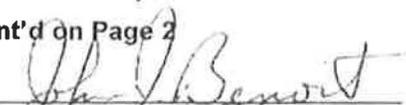
**BACKGROUND:** On September 10, 2013 as item 3-107 the Board Introduced revision to Ordinance No. 634. On December 18, 2012 the Board of Supervisors unanimously directed the Economic Development Agency to begin the process of reviewing the county's film ordinance in an effort to bring film and TV production back to Riverside County and its 28 cities. County Supervisors and staff of the Office of Foreign Trade-EDA met with film and TV industry leaders to seek input on steps we can take to be the most competitive county in the nation for TV show and movie production.

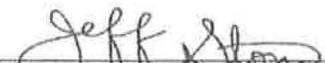
As required, the revised Film Ordinance, known as Ordinance 634.2, was submitted, reviewed and approved by the California State Film Commission, and contains significant changes and enhancements that reduce the costs of filming in the unincorporated areas of the county.

These major revisions are as follows:

1. Elimination of the Film Permit Fee
2. Waiver of the collection of Transient Occupancy Taxes for 48 months
3. Allowance of the use of county facilities for film and TV purposes free of charge
4. Creation/establishment of a "one stop" film permit processing center
5. Designation of a contact for the film and TV industry
6. Elimination of the requirement for film and TV industry to have a business license
7. Clarification on fees the county can levy on the industry, with the County Executive Officer as the final arbiter

Cont'd on Page 2

  
\_\_\_\_\_  
John J. Benoit, Chairman of the Board  
Representing the 4<sup>th</sup> District

  
\_\_\_\_\_  
Jeff Stone, Vice Chairman of the Board  
Representing the 3<sup>rd</sup>

Supervisor John J. Benoit and Supervisor Jeff Stone  
Adoption of Ordinance No. 634, Regulating Commercial Filming, Ordinance Amendment No. 634.2  
September 24, 2013  
Page 2

We hope revisions to this ordinance will stimulate job growth and investment by the film and TV industry in the County of Riverside. Further, we respectfully suggest that all 28 cities in the County of Riverside revise their film and TV ordinances accordingly.

Unless otherwise directed by the County Executive Officer, county staff members will ensure revenue neutrality with respect to the Inland Empire Film Commission while Ordinance 634.2 is in force.

County staff shall create and issue identification cards for members of the TV and film industry to utilize in securing the waiver of fees and taxes as set forth in this Ordinance.



1 and are broadcast within twenty-four (24) hours after the event.

2 B. Strike and preparation days shall mean activities required to make superficial  
3 alterations as specified in the script prior to movie on-location filming and following  
4 filming, to restore such location to its original condition. Such alterations may  
5 include placement of temporary architectural features, alterations in landscaping,  
6 changes in furniture or other decorative elements, placement of temporary lighting  
7 equipment and similar activities. "Strike and preparation days" shall not include time  
8 periods when cameras and actors are present and/or filming is occurring.

9 C. Issuing Authority shall mean the County Executive Officer (CEO) and/or his or her  
10 designee. The CEO is designated by this Board of Supervisors as its authorized  
11 representative to administer the provisions of this Ordinance.

12 D. Studio shall mean a fixed place of business where filming or photography activities  
13 are regularly conducted upon the premises.

14 E. Private Property shall mean any property not owned by the County, and on which  
15 filming would not interfere with public right of way, access or safety.

16  
17 Section 3. PERMIT REQUIREMENT.

18 A. No person shall use any public or private property, facility or residence within the  
19 unincorporated area of Riverside County for the purpose of taking commercial  
20 motion pictures, television pictures, commercials, electronic media or commercial  
21 still photography without first applying for and receiving a permit from the Issuing  
22 Authority. No fee shall be charged for such a permit.

23 B. Any requirement for a business license is hereby waived due to the temporary nature  
24 of the film activities. The County shall condition the issuance of a permit on such  
25 terms and conditions regarding the time, place and manner of utilizing county roads  
26 or other property which are necessary and appropriate under the circumstances.

27  
28

1 C. Upon reasonable notice to the County by applicant in advance of any filming  
2 activity, the Issuing Authority is authorized to change the date for which the permit  
3 has been issued without requiring a new application or permit.  
4

5 Section 4. EXEMPTIONS. The provisions of this Ordinance shall not  
6 apply to or affect:

- 7 A. News Media: reporters, photographers or camerapersons in the employ of a  
8 newspaper, news service, or similar entity engaged in on-the-spot print media,  
9 publishing or broadcasting of news events concerning those persons, scenes or  
10 occurrence which are in the news and of general public interest.  
11 B. Personal/Family Video: the recording of visual images (motion or still photography)  
12 solely for private personal use, and not for commercial use.  
13 C. Studio Filming: Filming activities (motion or still photography) conducted at a  
14 Studio.  
15 D. Filming activities conducted for use in a criminal investigation or criminal court  
16 proceeding.  
17 E. Filming activities conducted by or on behalf of the County of Riverside.  
18

19 Section 5. USE OF FACILITIES. The Issuing Authority may approve  
20 temporary free usage of property owned by or held under the control of the County, by issuance  
21 of a filming permit, provided:

- 22 A. Such issuance will not result in a frequency of usage likely to create incompatibility  
23 between such temporary use and the surrounding area.  
24 B. Such issuance does not interfere with performance of the intended governmental  
25 function of the site in question.  
26 C. Movie on-location filming does not exceed ten (10) consecutive days per production  
27 at any one location. Computation of such time period shall not include strike and  
28 preparation time. Extensions may be granted by the CEO at his/her discretion.

1 D. County may provide, at its discretion, and as may be available, vacant office and/or  
2 parking lot space for use by an applicant.

3 E. Applicant shall be charged, for purposes of cost recovery only, all actual and  
4 reasonable costs incurred by County, the amount of which shall be determined by  
5 the CEO or his/her designee, for County personnel or equipment provided to or for  
6 the applicant for the purpose of assisting or providing security, protection, traffic  
7 control, public safety or other County services to or for the applicant or members of  
8 the general public for activities under the permit.

9  
10 Section 6. LIABILITY PROVISIONS. As a condition of approval to  
11 issuance of a permit, a certificate of insurance will be required to include, but not limited to  
12 \$1,000,000 naming County as a co-insured for protection against claims of third party personal  
13 injuries, wrongful deaths and property damage. Where aircraft is used in any production, either  
14 fixed wing or rotary, the limit shall be no less than \$5,000,000 per occurrence. County officers,  
15 agents and employees shall be named as additional insureds and a certificate of insurance shall  
16 not be subject to cancellation or modification without thirty (30) days written notice to County.  
17 A copy of the certificate shall remain on file with the County.

18 A. An applicant shall conform to all applicable federal and state requirements for  
19 Workers' Compensation Insurance as to all persons operating under a permit.

20 B. To ensure cleanup and restoration of the site, an applicant may be required to  
21 post a security deposit as a condition to approval of an application.

22  
23 Section 7. DUTIES OF THE ISSUING AUTHORITY. The County  
24 Executive Officer shall designate a County Department or Agency ("Designated Department") to  
25 coordinate with county departments and special districts the approval and issuance of all facility  
26 usage permits required to film on county or district property at no cost. The Designated  
27 Department shall:

28 Coordinate with county departments and special districts for the approval and

1 issuance of all regulatory permits for on-location filming;

2 A. Coordinate the approval with the necessary county departments and districts as  
3 required by county or special district policy;

4 B. Create a one stop permit processing center, design, and operate a website that offers  
5 online permitting and promote the County to market the local region for film  
6 production and may conduct such in cooperation with the Inland Empire Film  
7 Commission or its successors;

8 C. Appoint a key liaison and back-up liaison for coordinating permits. The liaison will  
9 keep him/herself aware of any and all film production within the County and remain  
10 sensitive to local citizens' concerns. The liaison will have the authority to make  
11 decisions as the County representative prior to and during any filming;

12 D. Through its liaison, provide service and support to each production company  
13 applicant from the initial contact to the close of production, including problem  
14 solving on film-related matters, including coordination between film companies,  
15 local residents, businesses and the County;

16 E. Through its liaison, investigate all complaints and assist in the resolution of minor  
17 disputes between the film industry and county agencies, cities, and emergency  
18 service providers concerning filming in Riverside County;

19 F. Develop and administer programs to promote the development of the filming  
20 industry in Riverside County;

21 G. Cooperate with other governmental agencies seeking to promote the development of  
22 the film industry in Riverside County;

23 H. Periodically review and recommend, if necessary, changes in fees and use and  
24 service charges to fully recover all county costs involved in the operations of this  
25 function;

26 I. Consult with and advise other county departments, districts and the Board in all  
27 matters relating to filming, including, but not limited to, recommended changes and  
28 improvements in legislation, tax credits, fee waivers, policies, procedures and  
methods;

- 1 J. Coordinate with county agencies the periodic review of the county's filming permit  
2 processing system and make recommendations to the Board regarding ways to  
3 increase the system's efficiency and effectiveness;
- 4 K. Review, approve and issue permits for on-location filming on private property in the  
5 County.

6

7 Section 8. RULES, REGULATIONS AND FEES. Under the guidelines of  
8 Government Code Section 14999.30 et seq., (Uniform Film Permit Act) the Issuing Authority is  
9 authorized and directed to promulgate rules and regulations, subject to approval by Resolution of  
10 the Board of Supervisors. The Permit shall set forth the County's rules and regulations regarding  
11 public property use, hours of permitted filming activity, and requirements for security deposits, if  
12 any, and other County conditions and restrictions. Transient occupancy taxes are hereby waived  
13 for applicants for forty-eight (48) months from the date of the adoption of this Ordinance in the  
14 unincorporated areas of the county in the interest of job creation.

15

16 Section 9. VIOLATIONS OF PERMIT. If an applicant violates any  
17 provision of this ordinance or a permit issued pursuant thereto, the County may provide the  
18 applicant with verbal or written notice of such violation. If the applicant fails to correct the  
19 violation the County may revoke the permit and all activity must cease. The liaison will provide  
20 notice and an opportunity to be heard prior to cancellation of any permit.

21

22 Section 10. SEVERABILITY. If any provision or clause of this ordinance  
23 or the application thereof to any person or circumstance is held to be unconstitutional or to be  
24 otherwise invalid by any court of competent jurisdiction, such invalidity shall not affect other  
25 ordinance provisions or clauses or applications thereof which can be implemented without the  
26 invalid provisions or clause or application and to this end, the provisions and clauses of the  
27 ordinance are declared to be severable.

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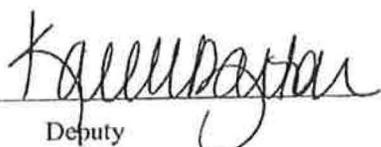
Section 11. SECTION HEADINGS. The section headings herein are for convenience only and shall not be deemed to govern, limit, modify or in any manner affect the scope, meaning or intent of the provisions or language of this ordinance.

Section 12. EFFECTIVE DATE. This ordinance shall take effect thirty (30) days after its adoption.

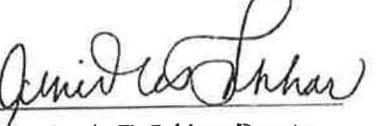
BOARD OF SUPERVISORS OF THE COUNTY OF RIVERSIDE, STATE OF CALIFORNIA

By:   
John J. Benoit, Chairman  
Board of Supervisors

ATTEST:  
KECIA HARPER-IHEM  
Clerk of the Board

By:   
Deputy

APPROVED AS TO FORM:  
PAMELA J. WALLS, County Counsel

By:   
Annie T. Sahhar, Deputy

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STATE OF CALIFORNIA        )  
  )  
COUNTY OF RIVERSIDE        )        ss

I HEREBY CERTIFY that at a regular meeting of the Board of Supervisors of said county held on September 24, 2013, the foregoing ordinance consisting of 12 Sections was adopted by the following vote:

AYES:        Jeffries, Tavaglione, Stone, Benoit and Ashley  
NAYS:        None  
ABSENT:     None

DATE:        September 24, 2013

KECIA HARPER-IHEM  
Clerk of the Board  
BY: *Kalel Dayton*  
Deputy

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RESOLUTION NO. 2843

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF HEMET ESTABLISHING RULES AND REGULATIONS, PERMITS AND FEES FOR MOTION PICTURE AND TELEVISION PRODUCTIONS PURSUANT TO ORDINANCE NO.

WHEREAS. The City Council of the City of Hemet did on 7-24-90 pass and adopt Ordinance No.1393 providing for the establishment of rules and regulations issuance of permits and determination of permit fees to be made by resolution of the City Council of the City of Hemet,

WHEREAS, Ordinance No.1393 was enacted to provide for orderly and safe operation of motion picture and television productions to ensure:

1. The health and safety of all persons;
2. The avoidance of undue disruption of all persons within the affected areas;
3. The safety of property within the city; and
4. The control of traffic congestion at particular locations within the city,

WHEREAS, ATTACHMENT A sets forth the rules and regulations, and permit process governing motion picture and television productions,

WHEREAS, ATTACHMENT B is the form to be used for Motion Picture Television Permit.

WHEREAS, Attachment C is the form to be used for General Liability Special Endorsement.

NOW, THEREFORE, BE IT RESOLVED that the City Council of the City of Hemet hereby fixes and establishes the schedule for permit fees and related fees pursuant to Ordinance No. as follows:

SCHEDULE OF FEES:

- |   |          |
|---|----------|
| 1. Film production permit per day   | \$250.00 |
| 2. Cancellation of permit   | 10.00    |
| 3. Police protection, fire protection permits and services and public works assistance at prevailing hourly city rates. |          |

RESOLUTION NO. 2843

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PASSED AND ADOPTED BY THE CITY OF HEMET on this 10th day of  
July \_\_\_\_\_, 1990, by the following vote:

AYES: Council Members Garrett, Jennings, Quinn and Nishino

NOES: None

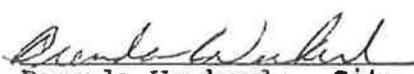
ABSENT: Council Member Herron

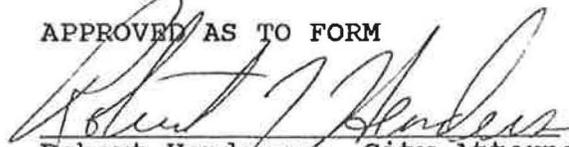
ABSTAIN: None

  
Ken Nishino, Mayor

ATTEST:

APPROVED AS TO FORM

  
Brenda Weckerle, City Clerk

  
Robert Henderson, City Attorney

ATTACHMENT A

RULES, REGULATIONS AND PERMIT PROCESS  
GOVERNING MOTION PICTURE AND TELEVISION PRODUCTIONS

I. FILMING RULES AND REGULATIONS

1. PERMIT APPLICATION The applicant will be required to submit a permit request with the following minimum time requirements:
  - a. Two (2) working days for approval and issuance of a "normal" permit;
  - b. Four (4) working days for traffic control which exceeds 3 minutes or involve stunts or special effects;
  - c. Ten (10) working days for road closures.
2. CLEAN UP: The permittee shall conduct operations in an orderly fashion with continuous attention to the storage of equipment not in use and the cleanup of trash and debris. The area used shall be cleaned of trash and debris upon completion of each days shooting at the scene and restored to the original condition before leaving the site.
3. FILMING ON PRIVATE PROPERTY: The applicant is required to obtain the property owners permission, consent, and/or lease for use of property not owned or controlled by the city. The applicant will provide adequate insurance to protect the private property owner from the applicants activities on the property.
4. PUBLIC WORKS DEPARTMENT (ROADS AND STREETS): If the applicant must park equipment, trucks and/or cars in zones that will not permit it, temporary "No Parking" signs must be posted by the applicant as directed by the City. The applicant must also obtain permission to string cable across sidewalks or from generator to service points.
5. TRAFFIC CONTROL: For filming that would impair traffic flow, the applicant must contact the City of Hemet Police Chief, or his representative, for hiring of law enforcement personnel and comply with all traffic control requirements deemed necessary.
  - a. The applicant shall furnish and install advance warning signs and any other traffic control devices in conformance with the Manual of Traffic Control, State of California, Department of Transportation. All appropriate safety precautions must be taken.
  - b. Traffic may be restricted to one 12 foot lane of traffic and/or stopped intermittently. The period of time that traffic may be restricted will be determined by the city, based on location.

RESOLUTION NO. 2843

- c. Traffic shall not be detoured across a double line without prior approval of the City of Hemet Police Chief, or his representative.
  - d. Unless authorized by the City, the camera cars must be driven in the direction of traffic and must observe all traffic laws.
  - e. Any emergency road work or construction by city crews and/or private contractors, under permit or contract to the appropriate department shall have priority over filming activities.
6. PARKING LOTS: When parking in a parking lot, the applicant may be billed according to the current rate schedule established by the City. In order to assure the safety of citizens in the surrounding community, access roads, which serve as emergency service roads, must never be blocked.
  7. FIRE SAFETY: For filming that involves large numbers of persons or has the potential to attract large numbers of persons or which uses pyrotechnics or any type of explosive device or open flame, flammable or combustible liquids, etc., the applicant will be required to obtain a permit issued by the Fire Department and applicable provisions of the Fire Code including the requirement for stand-by personnel shall be adhered to.

II FILMING PERMIT PROCESS

1. The City of Hemet designates the Public Works Director or his designee to work directly with the film industry.
2. Permit application information can be given by the Film Liaison Coordinator and/or the production company representative by telephone.
3. The Public Works Director or his designee shall expedite the permit process by coordinating all city department reviews and approvals.
4. The Permit shall be issued as described in Section I. No 1.
5. Unlimited permit "riders" (a written attachment to the permit that accommodates minor charges) shall be used. However, a permit cannot be extended or amended by rider after the completion of the filming activity.
6. Attachment B, Photography/Motion Picture Permit shall be used.
7. Attachment C, General Liability Special Endorsement shall be used.
8. A cancellation fee will be charged, which is a portion of the permit cost, and which may be applied if the production company cancels the permit after 3:00 p m the last working day before the scheduled shoot.
9. The production company shall have a copy of the permit on-site at all times.



# City of Hemet

445 E. FLORIDA AVENUE • HEMET, CALIFORNIA 92543 • (909)765-2375

## Motion Picture/Television Permit

Date of Application: \_\_\_\_\_

1. **Person in Charge (primary contact liaison):**

Name \_\_\_\_\_

Address \_\_\_\_\_

\_\_\_\_\_

Telephone (\_\_\_\_) \_\_\_\_\_

Fax (\_\_\_\_) \_\_\_\_\_

2. **How Many Days of Filming:** \_\_\_\_\_; **Dates:** \_\_\_\_\_

3. **Nature of Proposed Filming Activity:** \_\_\_\_\_

\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

4. **Proposed Locations (use additional sheet if necessary):** \_\_\_\_\_

\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

5. **Any Traffic Control, Police Services, or other City assistance required?**  
(See reference City phone numbers on page 2)

\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

CITY OF HEMET - FILM/VIDEO PERMIT

## Motion Picture/Television Permit

6. **Liability Insurance**  
*A certificate of insurance will be required in the amount of \$5,000,000 general aggregate; \$2,500,000 each occurrence, which names the City as a co-insured for protection against claims from third persons for personal injuries, wrongful deaths, and property damage. The certificate shall not be subject to cancellation or modification until 30 days' written notice to the City.*
7. **Worker's Compensation Insurance**  
*An applicant shall conform to all applicable federal and state requirements for workers' compensation insurance for all persons operating under this permit.*
8. **Hold Harmless Agreement**  
*An applicant shall submit and execute a hold harmless agreement.*
9. **Faithful Performance Bond**  
*A faithful performance bond shall be required where there is any activity which would necessitate site cleanup or restoration following filming. The requirement for a bond shall be at the discretion of the City of Hemet staff liaison.*
10. **Fee**  
*\$250 per day, payable in advance to The City of Hemet.  
\$10 permit cancellation fee (payable only upon cancellation of permit).*



City of Hemet  
445 E. Florida Avenue  
Hemet, CA 92543

City Hall Operator.....765-2300	Library.....765-2440
Bldg & Safety .....765-2475	Planning.....765-2375
Business License.....765-2358	Police Department.....765-2400
City Clerk.....765-2307	Public Works & Eng.....765-2360
Code Enforcement.....765-2339	Purchasing.....765-2348
Fire Department.....765-2450	Streets & Parks.....765-3712
Human Resources .....765-2315	Water & Refuse.....765-2350

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CITY OF HEMET - FILM/VIDEO PERMIT

**Sec. 18-159. Exemption for official sales.**

The provisions of this article shall not apply to sheriffs, constables, executors, administrators, receivers, trustees under court or private trusts or other public or court officers, or to any other person acting upon the license, direction or authority of any court, selling goods, wares or merchandise in the course of their official duties.

(Ord. No. 556; Code 1984, § 6408)

**Sec. 18-160. Violation of article; penalty.**

(a) Any person making a false statement in the application for a permit under this article, or any person who holds, conducts or carries on or advertises, represents or holds out any sale of goods, wares or merchandise to be a bankrupt, mortgage, insolvent, assignee's, executor's, administrator's, receiver's or trustee's, or removal or closing out sale, or a sale of goods, wares or merchandise damaged by fire, smoke or water, or a sale of goods from the stock of a bankrupt, receiver, trustee, receivership or trusteeship, without first having complied with the provisions of this article, or who otherwise violates any of the provisions of this article, shall be deemed guilty of a misdemeanor, and shall upon conviction thereof be punished as provided in section 1-8.

(b) Nothing contained in this article shall be deemed to apply to any publisher of a newspaper, magazine or other publication who publishes such advertisement in good faith, without knowledge that the provisions of this article have not been complied with.

(Ord. No. 556; Code 1984, § 6409)

**Secs. 18-161–18-180. Reserved.**

## ARTICLE VI. MOTION PICTURE AND TELEVISION PRODUCTIONS

**Sec. 18-181. Definitions.**

The following words, terms and phrases, when used in this article, shall have the meanings ascribed to them in this section, except where the context clearly indicates a different meaning:

*Charitable films* means commercials, motion pictures, television, videotapes or still photography produced by a nonprofit organization which qualifies under section 501(c)(3) of the Internal Revenue Code as a charitable organization. No person, directly or indirectly, shall receive a profit from the marketing and production of the film or from showing the films, tapes or photos.

*Motion picture and television* means all activity attendant to staging or shooting commercial motion pictures, television shows or programs, and commercials.

*News media* means filming or videotaping for the purpose of spontaneous, unplanned television news broadcast by reporters, photographers or cameramen.

(Ord. No. 1393; Code 1984, § 6800)

**Cross reference**—Definitions and rules of construction generally, § 1-2.

**Sec. 18-182. Permit required; exemptions.**

(a) *Permit required.* No person shall use any public or private property, facility or residence for the purpose of taking commercial motion pictures or television pictures without first applying for and receiving a permit from the officer designated by the city.

(b) *Exemptions.* The provisions of this article shall not apply to or affect the following:

- (1) *News media.* Reporters, photographers or cameramen in the employ of a newspaper, news service or similar entity engaged in on-the-spot broadcasting of news events concerning those persons, scenes or occurrences which are in the news and of general public interest.
- (2) *Local commercials.* Commercials which are produced for local businesses. These are very small productions, usually filmed entirely within a business property and usually involving one cameraman and assistant.
- (3) *Films for private use.* The filming or videotaping of motion pictures solely for private family use.

- (4) *Charitable films.* Projects which qualify under section 501(c)(3) of the Internal Revenue Code.

(Ord. No. 1393; Code 1984, § 6801)

**Sec. 18-183. Authority to change date of permit; establishment of additional regulations.**

(a) Upon the request of the applicant for a permit under this article, the city's designated officer shall have the power, upon a showing of good cause, to change the date for which the permit has been issued, provided established limitations are complied with in respect to time and location.

(b) The designated city officer is hereby authorized and directed to promulgate rules and regulations, subject to approval by resolution of the council, governing the form, time and location of any film activity set forth within the city. He shall also provide for the issuance of permits. The rules and regulations shall be based upon the following criteria:

- (1) The health and safety of all persons.
- (2) Avoidance of undue disruption of all persons within the affected area.
- (3) The safety of property within the city.
- (4) Traffic congestion at particular locations within the city.

(Ord. No. 1393; Code 1984, § 6802)

**Sec. 18-184. Application for permit; fees.**

(a) *Designated city officer.* The city's designated officer under this article shall be the public works director or other assigned city representative.

(b) *Application for permit.* The following information shall be included in the application:

- (1) The name of the owner and the address and telephone number of the place at which the activity is to be conducted;
- (2) The specific location at such address of place;
- (3) The inclusive hours and dates such activity will transpire;

- (4) A general statement of the character or nature of the proposed film activity;

- (5) The name, address and telephone number of the person in charge of such filming activity;

- (6) The name, address and telephone number of the person responsible for film liaison and coordination with local government and private citizens;

- (7) The exact number of personnel to be involved;

- (8) The use of any animals or pyrotechnics; and

- (9) The exact amount and type of vehicles and equipment to be involved.

(c) *Fees.*

- (1) *Application fee.* A permit application fee in an amount established by city council resolution shall be paid by the applicant at the time the application is filed.

- (2) *Fee for use of city services and property.* A schedule of fees for city services and use of city property shall be established by city council resolution. The applicant shall prepay such fees prior to issuance of the film permit.

(d) *Reimbursement for costs of use of city personnel.* The production company shall reimburse the city for any personnel provided to the company (i.e., police, fire or traffic personnel) for the purpose of assisting the production.

(Ord. No. 1393; Code 1984, § 6803)

**Sec. 18-185. Insurance; bond; hold harmless agreement.**

(a) *Liability insurance.* Before a permit is issued under this article, a certificate of insurance will be required in the currently required amount which names the city as a co-insured for protection against claims of third persons for personal injuries, wrongful deaths and property damage. The city officers and employees shall be named as additional insureds. The certificate shall not be subject to cancellation or modification until after

30 days' written notice to the city. A copy of the certificate will remain on file in the city clerk's office.

(b) *Workers' compensation insurance.* An applicant shall conform to all applicable federal and state requirements for workers' compensation insurance for all persons operating under a permit.

(c) *Hold harmless agreement.* An applicant shall execute a hold harmless agreement as provided by the city prior to the issuance of a permit under this article.

(d) *Faithful performance bond.* To ensure cleanup and restoration of the site, an applicant may be required to post a refundable faithful performance bond, in an amount to be determined by the city, at the time the application is submitted. Upon completion of filming and inspection of the site by the city, the bond may be returned to the applicant.

(Ord. No. 1393; Code 1984, § 6804)

**Sec. 18-186. Violation of article; penalty.**

If an applicant violates any provision of this article or a permit issued pursuant thereto, the city may cancel the permit. Violation of the terms and conditions of the film permit is considered a misdemeanor punishable in accordance with section 1-8.

(Ord. No. 1393; Code 1984, § 6805)

**Secs. 18-187—18-210. Reserved.**

**ARTICLE VII. MESSAGE\***

**Sec. 18-211. Purpose.**

The purpose of this chapter is to provide for the orderly regulation of massage establishments and their massage technicians and other employees by establishing certain standards for the conduct of this type of business and the skill and experi-

\**Editor's note*—Ord. No. 1761, § 2(Exh.A), adopted June 13, 2006, amended Art. VII in its entirety to read as herein set out. Former Art. VII, §§ 18-211—18-222, pertained to similar subject matter, and derived from Ord. No. 1568, adopted Aug. 26, 1997.

*State law reference*—Licensing of massage businesses, Government Code § 51030 et seq.

ence of massage technicians in order to protect the public health and welfare of citizens of and visitors to the city and to preserve the credibility and legitimacy of the profession. The provisions of this chapter regulating massage establishments are not intended to be exclusive and compliance with these regulations does not excuse noncompliance with any other applicable regulations pertaining to the operation of businesses adopted by the city.

(Ord. No. 1761, § 2(Exh. A), 6-13-06)

**Sec. 18-212. Definitions.**

For the purposes of this chapter, unless otherwise apparent from the context, certain words and phrases used in this chapter are defined as follows:

*City manager* means the city manager of the City of Hemet or his or her designee.

*Client* means any person who receives a massage under such circumstances that it is reasonably expected that such person will pay money or give any other consideration for such massage.

*Department* means of the office of business licensing.

*Employee* includes every owner, operator, worker, independent contractor or person, whether paid or not, who renders or offers to perform personal services of any nature in the operation of or on behalf of a massage establishment.

*Enforcement officer* means any person authorized to enforce certain provisions of this code.

*Hearing officer* means the person designated by the city to hear appeals of proposed license or permit denials, suspensions or revocations.

*License* means the license to operate a massage establishment as required by this chapter.

*Licensee* means a person who is issued a massage establishment license under this chapter.

*Massage* means any method of pressure on, or friction against, or stroking, kneading, rubbing, tapping, pounding, vibrating or stimulating the external parts of the human body by any physical or mechanical means, with or without such supplementary aids as rubbing alcohol, liniment,

## 2013 Officers

**President**  
**Marie Lopez Rogers**  
Mayor  
Avondale, Arizona

**First Vice President**  
**Chris Coleman**  
Mayor  
Saint Paul, Minnesota

**Second Vice President**  
**Ralph E. Becker**  
Mayor  
Salt Lake City, Utah

**Immediate Past President**  
**Ted Ellis**  
Mayor  
Bluffton, Indiana

**Executive Director**  
**Clarence E. Anthony**

20.G.3

September 30, 2013

Sarah McComas  
City Clerk  
City of Hemet  
445 E. Florida Ave.  
Hemet, CA 92543-4224

Dear City Clerk McComas:

The National League of Cities (NLC) Annual Business Meeting will be held on Saturday, November 16, 2013, at the conclusion of the Congress of Cities and Exposition in Seattle, Washington. As a direct member city, your city is entitled to vote at this meeting. Based on population as of the 2010 Census, each member city casts between one and twenty votes. The number of votes for each population range can be found below.

POPULATION	VOTES	POPULATION	VOTES
Under 50,000	1 vote	500,000 – 599,999	12 votes
50,000 – 99,999	2 votes	600,000 – 699,999	14 votes
100,000 – 199,999	4 votes	700,000 – 799,999	16 votes
200,000 – 299,999	6 votes	800,000 – 899,999	18 votes
300,000 – 399,999	8 votes	900,000 and above	20 votes
400,000 – 499,999	10 votes		

To be eligible to cast a city's vote, a voting delegate and alternate(s) must be officially designated by the city using the enclosed credentials form. This form will be forwarded to NLC's Credentials Committee. NLC bylaws expressly prohibit voting by proxy. City elected officials should be made aware of this request so that decisions can be made as to who will be the voting delegate and alternate(s).

At the Congress of Cities, the voting delegate must pick up and sign for the city's voting card at the Ask NLC Booth before the Annual Business Meeting and must be present at the Annual Business Meeting to cast the city's vote. The Ask NLC Booth will be open during scheduled times throughout the Congress of Cities and Exposition.

**Please return the completed form to NLC by fax (202-626-3109) before October 31, 2013, and keep the original for your files. If you have any questions, please contact Mae Davis, Member Relations Representative at [mdavis@nlc.org](mailto:mdavis@nlc.org) or 202-626-3150; or contact Gail Remy, Director of Member Relations at [remy@nlc.org](mailto:remy@nlc.org) or 202-626-3026.**

Thank you,



Clarence E. Anthony  
Executive Director

Enclosure

