



# AGENDA

## REGULAR MEETING OF THE HEMET CITY COUNCIL

April 22, 2014

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6:00 p.m.

City of Hemet Council Chambers  
450 E. Latham Avenue

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

*Please silence all cell phones*

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

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### Call to Order

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### Roll Call

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

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### Closed Session

#### Notice of Opportunity for Public Comment

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

1. Conference with Labor Negotiators  
Pursuant to Government Code section 54957.6  
Agency designated representatives: City Manager Hill  
Employee organization:  
*Hemet Fire Fighters Association*  
*Hemet Non-Sworn Police Employees Association*
  2. Conference with Real Property Negotiators  
Pursuant to Government Code section 54956.8  
Property: *APN: 456-050-013 and 022, Northwest corner of Sanderson and Stetson Avenues*  
Agency negotiator: *City Manager Hill*  
Negotiating parties: *Stetson Crossing Partners, LLC*  
Under negotiation: Acquisition, Price and Terms
-

## REGULAR SESSION

7:00 p.m.

City of Hemet City Council Chambers

450 E. Latham Avenue

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### Call to Order

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### Roll Call

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

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### Invocation

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### Pledge of Allegiance

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### City Attorney Closed Session Report

3. Conference with Labor Negotiators  
Pursuant to Government Code section 54957.6  
Agency designated representatives: City Manager Hill  
Employee organization:  
*Hemet Fire Fighters Association*  
*Hemet Non-Sworn Police Employees Association*
  4. Conference with Real Property Negotiators  
Pursuant to Government Code section 54956.8  
Property: *APN: 456-050-013 and 022, Northwest corner of Sanderson and Stetson Avenues*  
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Negotiating parties: *Stetson Crossing Partners, LLC*  
Under negotiation: Acquisition, Price and Terms
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### Presentations

5. Proclamation proclaiming May 2014 as Mental Health Month
  6. Update on State Route 74 Curve Widening Project - Eliza Echevarria, Community Relations Manager RCTC
  7. Community Quality of Life Survey Results – Dr. Barbara Sirotnik, CSU San Bernardino-Institute for Applied Research
-

# City Council Business

## Notice to the Public

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

## Consent Calendar

8. **Receive and File** – Warrant Register
  - a. Warrant register dated April 3, 2014 in the amount of \$1,215,370.01. Payroll for the period of March 17, 2014 to March 30, 2104 was \$716,771.58.
  
9. **Recommendation by City Manager** - Amendment of Ordinance No. 1848 Regarding Reserve Fund Balance Requirements
  - a. Adopt an ordinance amending Section 24-50 through 24-52 of the Hemet Municipal Code regarding Reserve Fund Balance Requirements.  
**Ordinance Bill No. 14-015**
  
10. **Recommendation by Community Development** - Specific Plan Amendment No: 14-001 (McSweeny Farms)
  - a. Adopt an ordinance approving SPA 14-001 amending the McSweeny Farms Specific Plan (SP-01) for the property located east of State Street, north of Newport Road and Gibbel Road, subject to conditions of approval.  
**Ordinance Bill No. 14-004**
  
11. **Recommendation by Community Development** - First Amendment to Development Agreement No. 04-001 for the McSweeny Farms Specific Plan (DAA 14-001)
  - a. Adopt an ordinance approving an amendment to Development Agreement 04-001 for the McSweeny Farms Project. **Ordinance Bill No. 14-005**
  
12. **Recommendation by Community Development** - Zoning Ordinance Amendment (ZOA) No. 14-002 (Banners on Public Property)
  - a. Adopt an ordinance amending section 90-1316 of the Hemet Municipal Code regarding special event sign permits for banners above city streets.  
**Ordinance Bill No. 14-011**
  
13. **Recommendation by Finance** – Declare City Vehicles and Equipment as Surplus
  - a. Declare the list of City vehicles and non-functioning equipment as surplus to be sold at auction.

14. **Recommendation by Finance** – Consultant Services Agreement for Lighting and Landscape Maintenance District Administration and Community Facilities District Administration with Psomas
- a. Approve and authorize the City Manager to execute a three year Consultant Services Agreement with Psomas to provide Lighting and Landscape Maintenance District Administrative Services plus Communities Facilities District Heartland District No. 1999-1 and Public Safety Communities Facilities District 2005-1 Administration Services for the City of Hemet. This contract will cover fiscal years 2014/2015, 2015/2016, and 2016/2017.
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## **Approval of Minutes**

15. **March 25, 2014**
16. **April 8, 2014**
- 

## **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**

17. 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 Wright
    - 1. Park Commission
    - 2. Planning Commission
    - 3. Indian Gaming Distribution Fund
    - 4. Riverside County Habitat Conservation Agency (RCHCA)
    - 5. Ramona Bowl Association
  
  - C. Council Member Youssef
    - 1. Western Riverside County of Governments (WRCOG)
    - 2. Riverside County Transportation Commission (RCTC)
  
  - D. Mayor Pro Tem 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)
    - 6. Disaster Planning Commission
  
  - E. Mayor 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
    - 6. Hemet Community Activities
  
  - F. Ad-Hoc Committee Reports
    - 1. Crime Stoppers Plus Ad-Hoc Committee
    - 2. West Hemet MSHCP Ad-Hoc Committee
    - 3. Regent Development Agreement Ad-Hoc Committee
  
  - G. City Manager Hill
    - 1. Manager's Reports
- 

## **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, May 13, 2014 at 7:00 p.m. for consideration of items placed on that

agenda. The next regular meeting will be held May 27, 2014.

*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.*



## Staff Report

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TO: Honorable Mayor and Members of the City Council

FROM: Thomas M. Kanarr, Interim Director of Finance;  
Wally Hill, City Manager *Wally Hill*

DATE: April 22, 2014

RE: Warrant Register

The City of Hemet's warrant register dated April 3, 2014 in the amount of \$1,215,370.01 is currently posted on the City's website in the Finance Department section, under *Financial Information*. Payroll for the period of March 17, 2014 to March 30, 2014 was \$716,771.58.

### CLAIMS VOUCHER APPROVAL

"I, Thomas M. Kanarr, Interim Director of Finance, 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,

*Thomas M. Kanarr*  
Thomas M. Kanarr  
Interim Director of Finance

TMK: mh

CITY OF HEMET  
VOUCHER/WARRANT REGISTER  
FOR ALL PERIODS

CLAIMS VOUCHER APPROVAL

I, THOMAS M. KANARR, 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.

THOMAS M. KANARR  
INTERIM DIRECTOR OF FINANCE

#9



**CITY OF HEMET  
Hemet, California  
ORDINANCE BILL NO. 14-015**

**AN ORDINANCE OF THE CITY COUNCIL OF THE CITY OF HEMET, CALIFORNIA, AMENDING DIVISION 7 "RESERVE FUND BALANCE REQUIREMENTS" TO ARTICLE V "FINANCE" OF CHAPTER 2 "ADMINISTRATION" OF THE HEMET MUNICIPAL CODE.**

**WHEREAS**, to ensure adequate fiscal resources and stable delivery of City services during emergency events or severe economic downturns the City desires to establish a General Fund reserve requirements and,

**WHEREAS**, to ensure fiscal prudence and responsibility the City desires to also establish criteria for use of General Fund reserves, and,

**WHEREAS**, the City adopted Ordinance No. 1848 incorporating these requirements and criteria in the City of Hemet Municipal Code.

**WHEREAS**, the City has reviewed these requirements and intends to make amendments to establish more appropriate requirements and criteria.

**NOW, THEREFORE, THE CITY COUNCIL OF THE CITY OF HEMET HEREBY ORDAINS AS FOLLOWS:**

**SECTION 1: Amend Division 7 "Reserve Fund Balance Requirements" to Article V "Finance" of Chapter 2 "Administration" of the Hemet Municipal Code.**

The City Council hereby amends Division 7 "Reserve Fund Balance Requirements" which shall read as follows:

"Division 7"

**RESERVE FUND BALANCE REQUIREMENTS**

24-50: PURPOSE

24-51: DEFINITIONS

1 24-52: RESERVE FUNDS

2 24-53 to 24-59 Reserved

3 **24-50: PURPOSE**

4  
5 The purpose of this Division 7 is to enable the City to engage in realistic long-  
6 term planning, assist in development of annual budgets, and to guide the city in prudent  
7 use of resources and to maintain sound fiscal management policies. This Division  
8 7 aims to assist the City in achieving the following objectives:

- 9  
10  
11 1. Build adequate reserves.  
12 2. Establish sound fiscal reserve policies.  
13 3. Help the City to reach its short-term and long-term financial obligations.  
14 4. Establish a periodic review of the City's fund balances and reserves.  
15 5. Enhance the City's credit rating.

16  
17 To achieve these purposes and objectives, the City will establish a reserve fund  
18 balance account that will allow for funding of emergencies, contingencies, liabilities  
19 and planned major capital projects. The goal is to maintain adequate financial  
20 reserves so that in times of economic downturns and annual revenue fluctuations,  
21 the City can continue to provide essential city services and meet expenditure  
22 obligations.

23  
24 **24-51: DEFINITIONS**

25  
26 For the purposes of this Division 7, the following terms shall have the following  
27 meanings:

28  
29 **(a) "Emergency"** shall mean, in accordance with Section 26-2, the actual or  
30 threatened existence of conditions of disaster or of extreme peril to the safety of  
31 persons and property within the city caused by such conditions as air pollution, fire,  
32 flood, storm, epidemic, riot or earthquake, or other conditions, including conditions  
33 resulting from a labor controversy, which conditions are or are likely to be beyond the  
34 control of the services, personnel, equipment and facilities of the city, requiring the  
35 combined forces of other political subdivisions to combat.

36  
37 **(b) "Fiscal Emergency"** shall mean the occurrence of any one or more of the  
38 following:

39  
40 (1) the existence of a default on a debt obligation for more than thirty days;

41  
42 (2) the existence of a failure for lack of funds to make payment of all payroll to  
43 employees of the municipal corporation for more than thirty days or beyond an agreed  
44 period of extension;  
45

1 (3) an increase in the minimum levy of the municipal corporation that results in a  
2 reduction in the minimum levies for one or more other subdivisions or taxing districts;

3  
4 (4) the existence of a condition in which accounts due and payable at the end  
5 of the preceding fiscal year, less the year-end balance, exceeded one-twelfth of the  
6 available revenues during the preceding fiscal year;

7  
8 (5) the existence of a condition in which the aggregate of deficit amounts of all  
9 deficit funds at the end of the preceding fiscal year, less the year-end balance,  
10 exceeded one-twelfth of the total of the general fund budget for that year and the  
11 receipts to those deficit funds other than from transfers from the general fund;

12  
13 (6) the existence of a condition in which, at the end of the preceding fiscal year,  
14 moneys and marketable investments in or held for the unsegregated treasury of the  
15 municipal corporation, minus outstanding checks and warrants, were less than the  
16 aggregate of the positive balances of the general fund and those special funds whose  
17 purposes the unsegregated treasury meets, and such deficiency exceeded one-twelfth  
18 of the total amount received into the unsegregated treasury during the preceding fiscal  
19 year.

20  
21 (c) **“Economic Stabilization”** shall mean the stabilizing of the delivery of city  
22 services during periods of operational deficits resulting from deferral of federal, state, or  
23 county remittance; the imposition of unexpected unfunded mandates; or unexpected  
24 and drastic downturns in the economy. Stabilization is regarded as a specified purpose  
25 only if the circumstances or conditions that signal the need for stabilization (a) are  
26 identified in sufficient detail and (b) are not expected to occur routinely.

27  
28 **24-52: GENERAL FUND RESERVES**

29  
30 The City will maintain spendable and unrestricted General Fund reserves equaling  
31 at least 20% of current expenditures. Use of these reserves is allowable only when one  
32 of more of the following conditions exist:

33  
34 (a) The City Council has declared the existence of either an “Emergency” or  
35 “Fiscal Emergency” ;

36  
37 (b) Funds are to be set aside for the purpose of stabilizing the delivery of City  
38 services during periods of operational budget deficits resulting from the  
39 conditions as described in the definition above “Economic Stabilization”

40  
41 (c) Other Reserve Designations. The City Council may at any time designate  
42 specific fund balance levels for future development of one-time projects which it  
43 has determined to be in the best long-term interests of the City.

1 **SECTION 2: SEVERABILITY.**

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

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11 **SECTION 3: EFFECTIVE DATE.**

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

14  
15 **SECTION 4: PUBLICATION.**

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

1 **INTRODUCED** at the regular meeting of Hemet City Council on this 8<sup>th</sup> day of April,  
2 2014.

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4 **APPROVED AND ADOPTED** this 22<sup>nd</sup> day of April, 2014  
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9 \_\_\_\_\_  
10 Larry Smith, Mayor

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13 **ATTEST:**

**APPROVED AS TO FORM:**

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16 \_\_\_\_\_  
17 Sarah McComas, City Clerk

18 \_\_\_\_\_  
19 Eric S. Vail, City Attorney  
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1 **State of California** )  
2 **County of Riverside** )  
3 **City of Hemet** )

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5 I, Sarah McComas, City Clerk of the City of Hemet, do hereby certify that the foregoing  
6 Ordinance was introduced and first read on the 8<sup>th</sup> day of April, 2014, and had its  
7 second reading at the regular meeting of the Hemet City Council on the 22<sup>nd</sup> day of  
8 April, 2014, and was passed by the following vote:

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11 **AYES:**  
12 **NOES:**  
13 **ABSTAIN:**  
14 **ABSENT:**

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20 Sarah McComas, City Clerk  
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**CITY OF HEMET  
Hemet, California  
ORDINANCE BILL NO. 14-004**

**AN ORDINANCE OF THE CITY COUNCIL OF THE CITY OF HEMET,  
CALIFORNIA APPROVING SPECIFIC PLAN AMENDMENT NO. 14-001,  
AMENDING THE MCSWEENEY FARMS SPECIFIC PLAN (SP 01-02)  
FOR THE PROPERTY LOCATED EAST OF STATE STREET, NORTH  
OF NEWPORT ROAD AND SOUTH OF GIBBEL ROAD.**

**WHEREAS**, an application for Specific Plan Amendment No. 14-001 was duly  
filed by:

- Owner: McSweeney Recovery Acquisitions
- Applicant: Patrick Parker – Raintree Investments
- Project Location: East of State Street, north of Newport Road and south of  
Gibbel Road

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

**WHEREAS**, the Planning Commission has the authority under Chapter III.6  
(Implementation) of the Hemet General Plan to review and make a recommendation to  
the City Council on Specific Plan Amendment No. 14-001; and

**WHEREAS**, the Applicant has requested approval of Specific Plan Amendment  
No. 14-001 in accordance with requirements of Sections 90-619 and 90-41(a) of the  
Hemet Municipal Code; and

1           **WHEREAS**, on February 20, 2014, the City gave public notice by publishing  
2 notice in the Press Enterprise and notices were mailed to property owners within 300  
3 feet of the project site of the holding of a public hearing at which the Specific Plan  
4 Amendment would be considered by the Planning Commission; and

5           **WHEREAS**, on March 4, 2014 the Planning Commission held the noticed public  
6 hearing at which interested persons had an opportunity to testify in support of, or  
7 opposition to, the proposed amendment to the McSweeny Farms Specific Plan and at  
8 which time the Planning Commission considered the proposed amendment to the  
9 McSweeny Farms Specific Plan; and

10           **WHEREAS**, on March 4, 2014, the Planning Commission was presented with a  
11 draft of this Specific Plan Amendment No. 14-001 and, after conducting a duly noticed  
12 public hearing, voted to recommend that the City Council approve Specific Plan  
13 Amendment No. 14-001; and

14           **WHEREAS**, on March 27, 2014, the City gave public notice by publishing notice  
15 in the Press Enterprise and notices were mailed to property owners within 300 feet of  
16 the project site of the holding of a public hearing at which the Specific Plan Amendment  
17 would be considered by the City Council; and

18           **WHEREAS**, on April 8, 2014 the City Council held the noticed public hearing at  
19 which interested persons had an opportunity to testify in support of, or opposition to, the  
20 proposed amendment to the McSweeny Farms Specific Plan and at which time the  
21 Planning Commission considered the proposed amendment to the McSweeny Farms  
22 Specific Plan; and

23           **WHEREAS**, on April 8, 2014, the City Council was presented with a draft of this  
24 Specific Plan Amendment No. 14-001 and, after conducting a duly noticed public  
25 hearing, voted to recommend that the City Council approve Specific Plan Amendment  
26 No. 14-001; and

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1           **WHEREAS**, the City has analyzed this proposed project and has determined that  
2 it is exempt from further review under the California Environmental Quality Act (“CEQA”)  
3 pursuant to Section 15162 of the CEQA Guidelines because the proposed project is  
4 consistent with a Final Environmental Impact Report prepared for McSweeny Farms  
5 Specific Plan No. 01-02 and adopted on November 10, 2003; and

6           **WHEREAS**, attached as Exhibit “A” is the proposed Specific Plan Amendment  
7 No. 14-001.

8           **NOW THEREFORE**, the City Council of the City of Hemet does Resolve,  
9 Determine, Find and Order as follows:

10           **SECTION 1: ENVIRONMENTAL FINDINGS**

11  
12 The City Council, in light of the whole record before it, including but not limited to, the  
13 City's Local CEQA Guidelines and Thresholds of Significance, the recommendation of  
14 the Planning Commission as provided in the Staff Report dated April 8, 2014 and  
15 documents incorporated therein by reference, and any other evidence (within the  
16 meaning of Public Resources Code §21080(e) and §21082.2) within the record or  
17 provided at the public hearing of this matter, hereby finds and determines as follows:

- 18  
19           1.       **CEQA:** The City has analyzed this proposed project and has determined that  
20 it is exempt from further review under the California Environmental Quality Act  
21 (“CEQA”) under section 15162 of the CEQA Guidelines in that on November  
22 10, 2003, at a duly noticed public hearing, the City Council approved Specific  
23 Plan Amendment No. 01-02 and adopted a Final Environmental Impact  
24 Report reflecting its independent judgment and analysis and documenting  
25 that there was not substantial evidence, in light of the whole record, from  
26 which it could be fairly argued that the project may have a significant effect on  
27 the environment. The documents comprising the City’s environmental review  
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for the project are on file and available for public review at Hemet City Hall, 445 E. Florida Avenue, Hemet, California 92543.

- 2. **Multiple Species Habitat Conservation Plan (MSHCP):** The project is found to be consistent with the MSHCP. The project is located outside of any MSHCP criteria area and is exempt from the payment of MHSCP fees per Section 5.4.2 of Development Agreement No. 04-01.

**SECTION 2: SPECIFIC PLAN AMENDMENT**

The City Council approves Specific Plan Amendment No. 14-001 on the following grounds:

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

The proposed project is in conformance with the General Plan for the City of Hemet with the designations of Park and Open Space by maintaining the open space and recreation land uses designated in the McSweeney Farms Specific Plan (SP 01-02). The specific plan amendment includes a private park that incorporates amenities internal to the project. The proposed Specific Plan Amendment No. 14-001 will implement the goals of providing recreational uses for the sole use of the McSweeney Farms community.

- 2. The Specific Plan or Amendment provides for the development of a comprehensively planned project that is superior to development otherwise allowed under the conventional zoning classifications.

The proposed Amendments to the McSweeney Farms Specific Plan will protect the public health, safety and general welfare of the City and its residents by

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providing a private recreation area that promotes physical activity in a secured environment.

3. The proposed Specific Plan or Amendment provides for the construction, improvement, or extension of transportation facilities, public utilities and public services required by the long-term needs of the project and/or other area residents, and complements the orderly development of the city beyond the project boundaries.

The project as proposed will improve the site in a manner that is consistent with the General Plan Circulation Element which will serve future traffic generated by the proposed private park. The modification to the Specific Plan will remove park traffic from Newport Road and internalize it to the South Village Loop. The proposed Specific Plan Amendment continues to provide streets and circulation system in the area will be adequate to handle the future anticipated traffic needs.

The proposed Specific Plan Amendment for a private park is compatible with the existing use approved on the subject site.

**SECTION 3. ENVIRONMENTAL REVIEW**

The City has analyzed this proposed project and has determined that it is exempt from further review under the California Environmental Quality Act (“CEQA”) under section 15162 of the CEQA Guidelines in that on November 10, 2003, at a duly noticed public hearing, the City Council approved Specific Plan No. 01-02 and adopted a Final Environmental Impact Report reflecting its independent judgment and analysis and documenting that there was not substantial evidence, in light of the whole record, from which it could be fairly argued that the project may have a significant effect on the environment. The documents comprising the City’s environmental review for the project

1 are on file and available for public review at Hemet City Hall, 445 E. Florida Avenue,  
2 Hemet, California 92543.

3 **SECTION 4. SEVERABILITY**

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

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

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

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1 **SECTION 6. PUBLICATION**

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

7  
8 **INTRODUCED** at the regular meeting of Hemet City Council on April 8, 2014.

9 **APPROVED AND ADOPTED** this 22<sup>nd</sup> day of April 2014.

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\_\_\_\_\_  
**Larry Smith, Mayor**

**ATTEST:**

**APPROVED AS TO FORM:**

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

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

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

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I, Sarah McComas, City Clerk of the City of Hemet, do hereby certify that the foregoing Ordinance was introduced and first read on the 8<sup>th</sup> day of April 2014, and had its second reading at the regular meeting of the Hemet City Council on the 22<sup>nd</sup> day of April, 2014, and was passed by the following vote:

**AYES:**

**NOES:**

**ABSTAIN:**

**ABSENT:**

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



# Final Specific Plan of Land Use

SP 01-2

Amended by Specific Plan Amendment No. 14-001

29 November 2003

## City of Hemet

# McSweeney Farms

## Final Specific Plan 01-2

29 November 2003

Amended by Specific Plan Amendment No. 14-001

Approved by City Council – \_\_\_\_\_

*Prepared for:*

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Masaharu Urushibata, Planner

# McSweeney Farms

## Final Specific Plan 01-2

29 November 2003

Amended by Specific Plan Amendment No. 14-001

Approved by City Council – \_\_\_\_\_

*Prepared in association with:*

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1.1 Executive Summary

# 1

## INTRODUCTION

McSweeney Farms is located in the southeastern portion of the City of Hemet. The project is located at the southeast corner of the intersection of Domenigoni Parkway and State Street. The City of Hemet General Plan designates this area as a Special Use SP (Specific Plan).

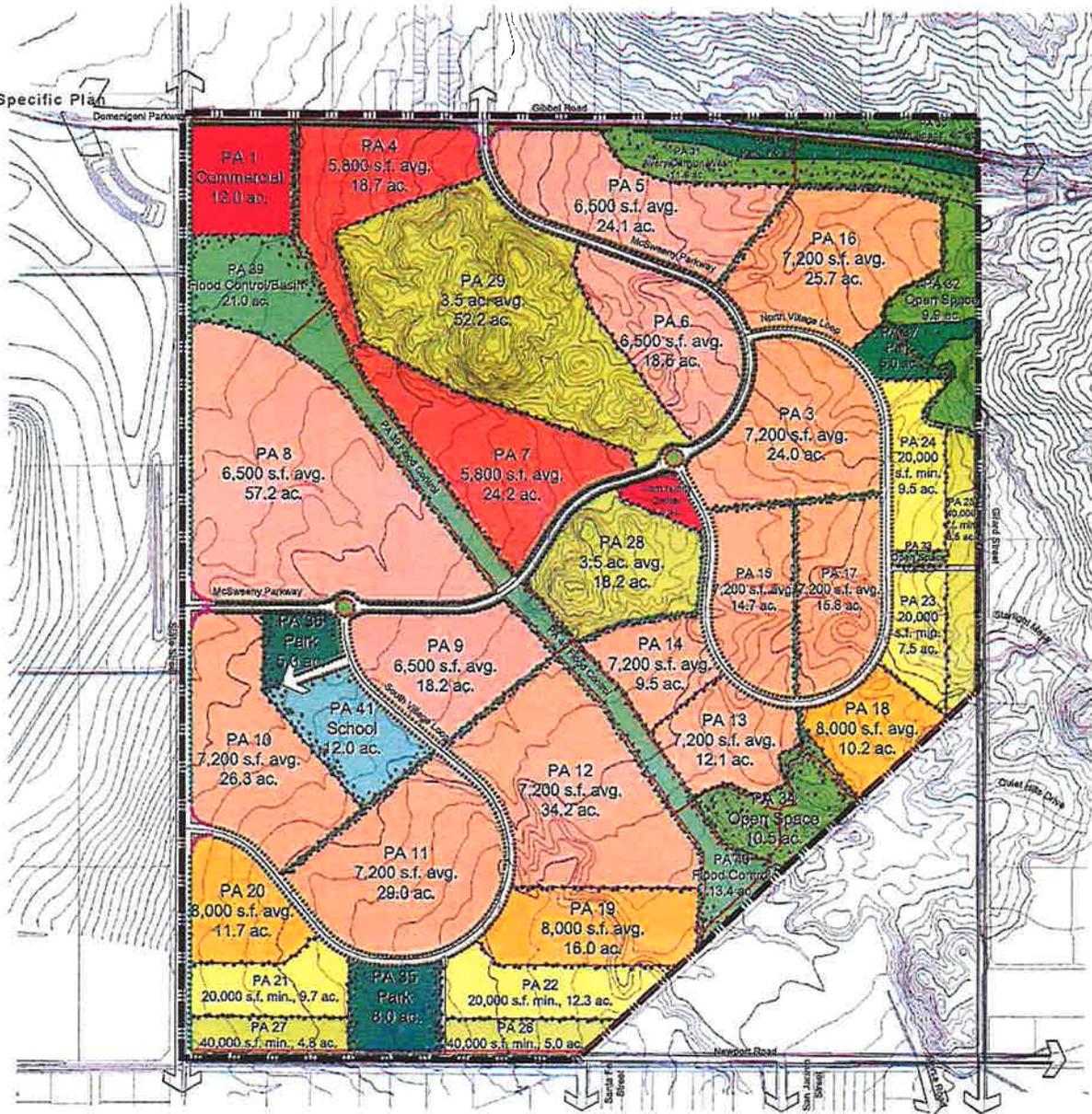
The project site has unique attributes that will enable the project to create an extraordinary sense of place. Among these attributes is the property's "gateway" location adjacent to the Diamond Valley Lake and associated recreational and educational facilities. Development of the forty-five hundred acre (4,500 ac) reservoir and eight thousand acres (8,000 ac) of associated visitor-serving and habitat conservation areas represent a significant economic, recreational, environmental and cultural opportunity for the region and the City of Hemet. This recreation facility and its associated habitat conservation areas will serve both regional and local visitors.

The McSweeney Farms Specific Plan guides development of a planned community which responds to environmental, infrastructure, and economic realities. The design and layout of the land use plan, infrastructure, development standards, and design guidelines emphasize the integration of complementary land uses within a cohesive, identifiable, and walkable community.

The six hundred seventy-three acre (673 ac) development proposed for McSweeney Farms accommodates up to one thousand six hundred forty homesites (1,640 DU) within approximately five hundred twenty acres (~520 ac) designated for residential development at densities ranging from one to five homes per acre (1-5 DU/Ac). Residential areas include single family detached homes on lots ranging from 5,000 square feet to 4-acre hillside estates. In addition to the residential development, the project includes a community center, a marketplace, an elementary school site, and numerous public and private parks. About one hundred (100) additional acres of open space, trails, parks, and paseos make up the multi-purpose open space network, which provides circulation alternatives (biking / walking) for residents to reach both internal and external destinations and trails.

The Specific Plan was prepared pursuant to the authority granted to the City of Hemet by the California Government Code, Title 7, Division 1,

**Illustrative Plan**  
(with Average Lot Size)  
Figure 1-6



- Commercial
- R-1 (5,800 sq.ft. avg.)
- R-1 (6,500 sq.ft. avg.)
- R-1 (7,200 sq.ft. avg.)
- R-1 (8,000 sq.ft. avg.)
- R-1 (20,000 sq.ft. avg.)
- R-1 (40,000 sq.ft. avg.)
- Open Space
- Cactus Valley Channel
- Park
- School
- Equestrian Trail
- Paseo



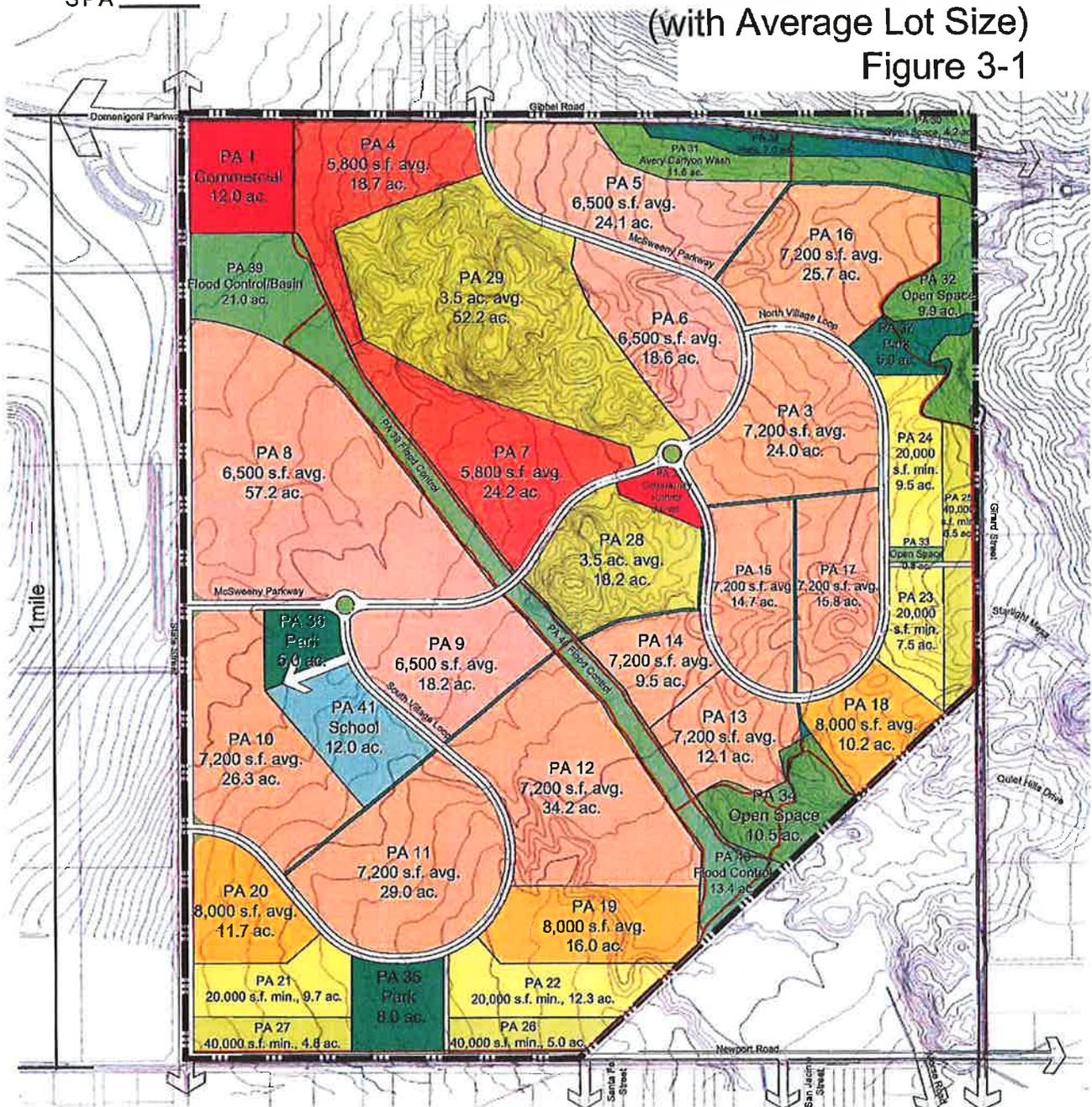
**AEI-CASC**  
ENGINEERING  
877 South Via Loma, Suite 200  
Costa Mesa, California 92626  
Tel 949/763-0101 • Fax 949/763-0108  
December 2013

City of Hemet

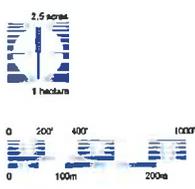


McSweeney Farms Specific Plan  
SPA

Land Use Plan  
(with Average Lot Size)  
Figure 3-1



<span style="color: red;">■</span>	Commercial	<span style="color: green;">■</span>	Open Space
<span style="color: orange;">■</span>	R-1 (5,800 sq.ft. avg.)	<span style="color: lightgreen;">■</span>	Cactus Valley Channel
<span style="color: lightorange;">■</span>	R-1 (6,500 sq.ft. avg.)	<span style="color: darkgreen;">■</span>	Park
<span style="color: yelloworange;">■</span>	R-1 (7,200 sq.ft. avg.)	<span style="color: lightblue;">■</span>	School
<span style="color: yellow;">■</span>	R-1 (8,000 sq.ft. avg.)	<span style="color: red;">—</span>	Equestrian Trail
<span style="color: lightyellow;">■</span>	R-1 (20,000 sq.ft. avg.)	<span style="color: black;">—</span>	Paseo
<span style="color: yellowgreen;">■</span>	R-1 (40,000 sq.ft. avg.)		



City of Hemet

**Table 3-1**  
Land Use Summary

Land Use	Area	Density	Units
Commercial	12.0		
Community Center	3.0		
R-1-5000 Single Family Residential	42.9	4.70	202
R-1-5500 Single Family Residential	118.1	4.20	496
R-1-6000 Single Family Residential	191.3	3.70	708
R-1-7200 Single Family Residential	37.9	3.20	119
R-R-20000 Rural Residential	39.2	2.00	78
R-R-40000 Rural Residential	19.7	1.00	20
R-HC-40000 Hillside Conservation	70.3	0.25	17
Natural Open Space	34.8		
Public/Private Parks	25.0		
Cactus Valley Channel and Basin	34.4		
Elementary School	12.0		
Circulation / ROW	32.4		
<b>TOTAL</b>	<b>673.0</b>		<b>1640</b>

McSweeney Farms

Specific Plan 01-2

**Table 3-2**  
**Land Use Table**

PA	Land Use	Area	Density	Units
1	Commercial	12.0		
2	Community Center	3.0		
3	6000 min (7200 avg)	24.0	3.70	89
4	5000 min (5800 avg)	18.7	4.70	88
5	5500 min (6500 avg)	24.1	4.20	101
6	5500 min (6500 avg)	18.6	4.20	78
7	5000 min (5800 avg)	24.2	4.70	114
8	5500 min (6500 avg)	57.2	4.20	240
9	5500 min (6500 avg)	18.2	4.20	76
10	6000 min (7200 avg)	26.3	3.70	97
11	6000 min (7200 avg)	29.0	3.70	107
12	6000 min (7200 avg)	34.2	3.70	127
13	6000 min (7200 avg)	12.1	3.70	45
14	6000 min (7200 avg)	9.5	3.70	35
15	6000 min (7200 avg)	14.7	3.70	54
16	6000 min (7200 avg)	25.7	3.70	95
17	6000 min (7200 avg)	15.8	3.70	58
18	7200 min (8000 avg)	10.2	3.20	33
19	7200 min (8000 avg)	16.0	3.20	50
20	7200 min (8000 avg)	11.7	3.20	37
21	20000	9.7	2.00	19
22	20000	12.3	2.00	25
23	20000	7.4	2.00	15
24	20000	9.8	2.00	20
25	40000	9.9	1.00	10
26	40000	5.0	1.00	5
27	40000	4.8	1.00	5
28	Hillside 40000	18.2	0.25	4
29	Hillside 40000	52.1	0.25	13
30	Open Space	4.2		
31	Open Space	11.6		
32	Open Space	8.2		
33	Open Space	0.8		
34	Open Space	10.0		
35	Private Park	8.0		
36	Park	5.0		
37	Park	5.0		
38	Park	7.0		
39	Channel (Park/Basin)	21.0		
40	Channel	13.4		
41	Elementary School	12.0		
	R/W	32.4		
<b>TOTAL</b>		<b>673.0</b>	<b>2.38</b>	<b>1640</b>

### 3.2.1 Commercial Center

Located at the planned commercial node of Domenigoni Parkway and State Street, the twelve acre (12 ac) marketplace will serve visitors and locals in a highly visible, themed collection of retail, service, and dining uses. In addition to arterial street access, vehicular and pedestrian access will be provided from within the community. In addition to the major commercial area a smaller more centrally located commercial area will provide a community center, consisting of a sales / preview center / community room, swim facilities, and fitness center.

### 3.2.2 Community Center

The Community Center is the physical and social "heart" of the community located in the geographic center of the master-planned community at the intersection of the McSweeney Parkway and North Village Loop. The Community Center serves as the administrative center for the Master-planned Community. Connecting the two community open space hills and linked by walkways and paseos, the Community Center is within a ten (10) minute walk from every residence. The Community Center includes the following facilities/amenities:

- Office and Sales/Preview Center
- Reception/Banquet Room
- Community Rooms
- Fitness Center
- Swimming Pool and Spa
- Landscaped Commons (i.e. putting green, picnic areas, informal gatherings, etc.)
- Community Services (i.e. postal service, voting/polling, service/maintenance requests, etc.)

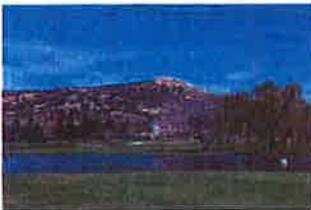
The McSweeney Farms master-planned community will have programmed activities corresponding to seasonal holidays and other events sponsored by the Homeowners Association. These will be promoted via the community intranet which may be 'located' at the Community Center. In addition, the Community Center may also have a "digital kitchen" where residents may have access to personal computers and online services.

### 3.2.3 *(Deleted per Specific Plan Amendment No. 13-XXX)*

### 3.5 Open Space Network

The multi-purpose Open Space Network consists of the following components: (See chapter 6 section 6.11 for more detail on park areas)

- *Natural Open Space* consisting of preserved natural landforms and features including the three (3) hilltop knolls and the Avery Canyon drainage;
- Four (4) *parks* distributed in the northwest, northeast and southwestern portions of the community;
- A series of *Passive Parks* and multi-purpose trails/“*paseos*” which run alongside major Community Parkways and Loop Roads, the Cactus Valley Channel, and between selected Planning Areas in order to provide non-vehicular paths to the school and community center. In addition to internal circulation, the multi-purpose trails/“*paseos*” provide linkage to the Diamond Valley East Recreation Area, as well as the Regional Trail (along State Street) into the Santa Rosa Hills.
- Twenty-eight (28 ac) of Cactus Valley Channel that will serve as trail/paseo linkages
- Six and one half acres (6.5 ac) of *Park/Basin* area, located in Planning Area 39, that will function as an informal public park during dry periods and a drainage basin in the wet season.



The Open Space Network will have several integrated administrative components with the following characteristics:

- The central hilltops, located in Planning Areas 28 and 29, shall be placed in a Conservation Easement in Phase 3 of the development to be retained in their natural condition.
- Peripheral hilltop open spaces and paseos shall be operated and maintained by the Master Home Owners Association. The Master Developer shall prepare an Open Space Management Plan for review and approval by the City Planning Commission. [See Maintenance Section 7.3]
- Planning Area Pocket Parks shall be operated and maintained by the Neighborhood Home Owners Association for that Planning Area.
- Public Parks shall be operated and maintained by **Valley Wide Recreational and Park District** or the City of Hemet, to be determined prior to construction of the park.
- The Private Park located in Planning Area 35 shall be maintained by the Master Homeowner’s Association.
- Natural and improved drainage open spaces shall be maintained by the appropriate agency (i.e. Riverside County Flood Control and Water Conservation District).

## McSweeney Farms Specific Plan 01-2



- Recreation facilities within flood control open space shall be operated and maintained by the Master Home Owners Association.
- Resource Areas identified in the EIR cultural and/or biological reports shall be maintained as described in those documents.

In addition to the community Open Space Network, a series of *private pocket parks*, (i.e. tot lots, and greens) will be provided for all lots that are below seven thousand two hundred square feet (7,200 sf). The amount of area shall be based on a ratio of one half (0.5) an acre per every one hundred (100) units.

### 3.6 Parks and Recreation Facilities

The McSweeney Farms open space and parks shall each include a *minimum* of three (3) of the following facilities:

#### Public Parks (Planning Areas 36,37, and 38)

- Play apparatus area (i.e. tot lots, climbing structures)
- Paved multi-purpose courts (i.e. basketball and/or handball)
- Sports field (i.e. softball and/or soccer)
- Picnic areas and shade structures
- Open or "free play" area

#### Passive Parks and Natural Open Space

- Shade/view structures (i.e. gazebo, lookout, etc.)
- Paseos / multi-purpose or interpretive trails
- Sidewalks connecting paseos
- Seating areas
- Open play areas

#### Private Pocket Parks

- Barbecue facilities
- Paved multi-purpose court (basketball, handball, etc.)
- Picnic areas
- Pool
- Shaded structures (pavilions, gazebos, etc.)
- Spa
- Tot lot

#### Private Park (Planning Area 35)

- Paved multi-purpose courts
- Picnic areas and shade structures
- Open "free play" area
- Seating areas
- Community Garden
- Dog Park



### 3.7 Master-Planned Community Amenities

The McSweeney Farms Master-Planned Community provides the following features that enhance the quality of life for residents and visitors:

- **Integrated Design**—architecture, landscaping, streetscapes, entry statements, and site design
- **Community Center**—the Community Center will serve as a focal point for the project and provide recreation, social activities and administrative services
- **Convenience Retail**—shopping/dining opportunities within the community
- **Hemet School District Elementary School site #8**—the community elementary school that children will be able to easily walk or bicycle to via the paseos and expanded sidewalks
- **Natural Open Space**—the community open space network includes two hilltops to be partially preserved in a natural condition as part of a conservation easement.
- **Parks**—four (4) public and private parks provide sports fields and other recreation opportunities. Private park will be located in Planning Area 35 while public parks are in Planning Areas 36, 37 and 38.
- **Neighborhood Pocket Parks**—each Planning Area with less than 7,200 square foot lots shall have an individual park to serve the local residents, (i.e. tot lots, pools, spas, and other improvements)
- **Paseos**—the community is linked through a system of paseos or multi-purpose trails
- **Operation and Maintenance**—a Master Home Owners Association and individual Neighborhood Home Owners Associations will be responsible for the operation and maintenance of various amenities to ensure a quality environment. CC&Rs will also be in place as an additional tool with the Design Guidelines to maintain high standards of development

McSweeney Farms will be a highly-amenitized, quality-oriented Master-Planned Community serving as a complementary development to the Diamond Valley recreation opportunities and significant element of the City's southern gateway.

## McSweeney Farms Specific Plan 01-2

### 5.3 Landscape Design Concept

A cohesive design theme for the community, incorporating, natural rural landscape elements will be first established at primary and secondary entries and continued along the streetscape hierarchy and open space vistas. Consistently themed Craftsman architectural features (monuments, walls, pilasters, entry towers, commercial buildings and other community oriented facilities) will support and enhance the design theme.

Development of all planning areas will require a Site Development Review (SDR) approved by the Planning Commission.

#### Design Review

Additionally, prior to any submittal or application to the City, all neighborhood builders/developers must provide the Master Developer/Declarant of McSweeney Farms (1) a copy of the complete agency submittal for review and approval by the **Master Developer Design Review Board** and (2) a narrative explaining the project and what the builder/developer plans to do.

The Master Developer/Declarant shall have fifteen (15) business days to review the builder/developer application (including associated plans and information), and provide response to the proposed application to the builder and to the City of Hemet Planning Division. The Master Developer Design Review Board comments shall be considered as advisory in nature to the respective decision-making body of the City. The City shall include the Master Developer Design Review Board in any required public notice for the project.

Examples of review items for the Master Developer Design Review Board include but are not limited to:

- Grading/hydrology plans and studies;
- Architectural plans;
- Landscape plans;
- Zone Changes;
- Plot plans;
- Tentative maps;
- Any application requiring a public hearing

Prior to submittal of application to the Master Developer, neighborhood builder/developers shall contact the Master Developer to confirm the documents and materials required for review.

McSweeney Farms Specific Plan  
SPA No. 14-001  
Equestrian Trail

# Conceptual Landscape Master Plan

Figure 5-1

Primary Entry Statement  
Figure 5-2

McSweeney Parkway  
Streetscape  
Figure 5-4

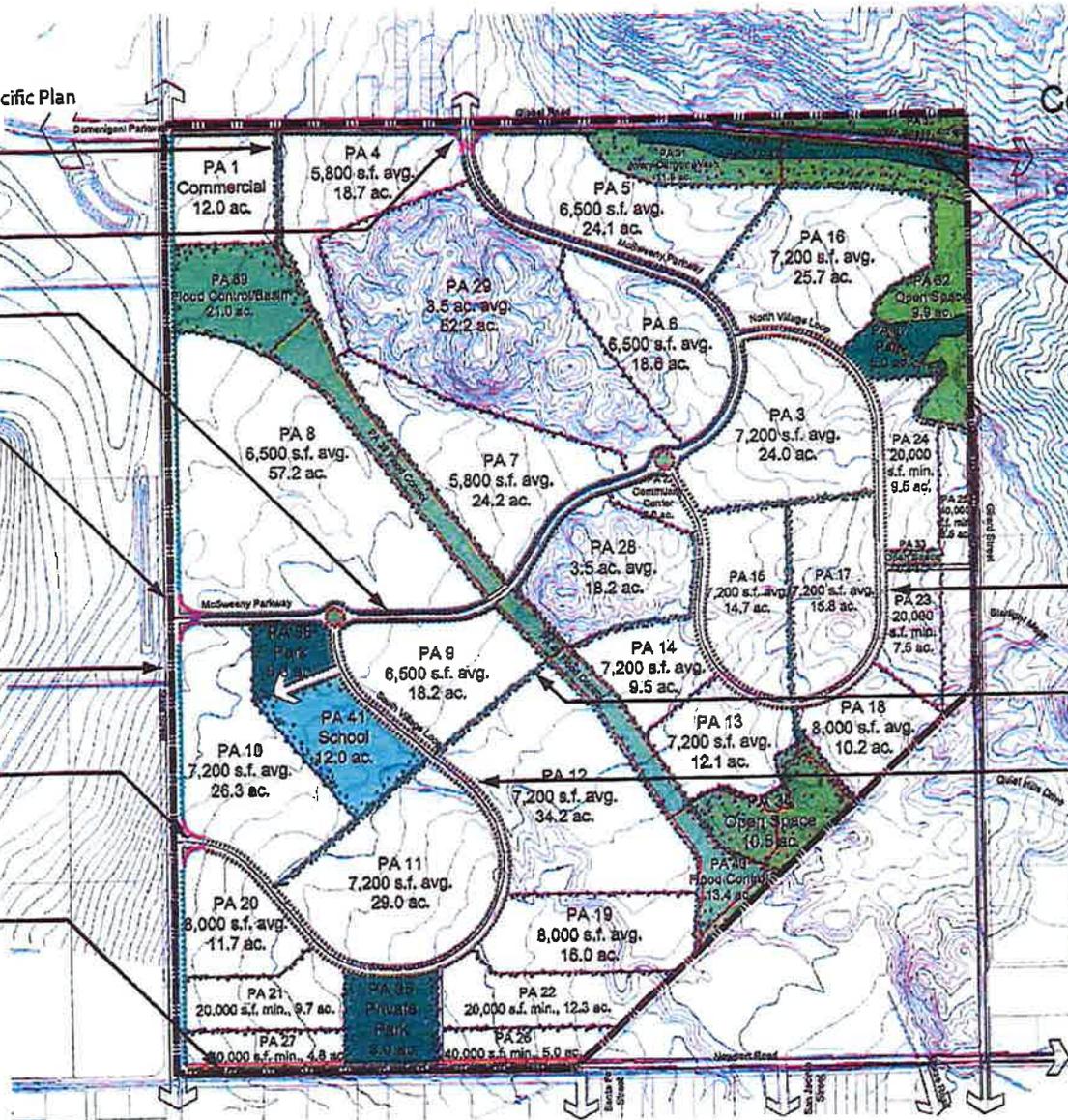
Primary Entry Statement  
Figure 5-2

Newport Road Streetscape  
Figure 5-9

Secondary Entry Statement  
Figure 5-3

Newport Road Streetscape  
Figure 5-9

City of Hemet



Gibbel Road Streetscape  
Figure 6-8

Village Loop Road Streetscape  
Figure 5-5

Paseo

Village Loop Road Streetscape  
Figure 5-5



### 5.3.1 ENTRIES

The *Conceptual Landscape Master Plan*, (See Figure 5-1) shows a hierarchy of entry statements at key focal points along State Street and Domenigoni Parkway / Gibbel Road. The entry statements will establish and reinforce a sense of arrival, community identity, and landscape character through the use of enhanced landscaping, theme elements, and signage. As the site is approached from a distance, the preserved hilltop of the northern knoll will remain a dominant visual feature, providing a visual terminus for eastbound Domenigoni Parkway travelers.

The Primary Entry Statements (See Figure 5-2) are located at the beginning and end of McSweeney Parkway, where it intersects with Gibbel Road and State Street. A sense of arrival is created through integration of architectural forms (Craftsman styled stone towers / walls), materials, and layered landscaping. The low decorative rock wall frames the community identification signage, with annual color in the foreground and waterfalls in the background. Enhanced paving materials, including scored, colored concrete paving or cobblestones should be used to establish a perceptual change in the roadway.

Secondary Entry Statement (See Figure 5-3) from State Street will feature a theme monument / pilaster (Craftsman styled stone towers / walls), surrounded by low specialty planting, with waterfalls in the background. The backdrops to the monuments are decorative low stone walls (featuring the same materials used in the Community Identification and Primary Entry Statements).

Per Design Review, plans for entry statements must be reviewed and approved by the Master Developer prior to submittal to the City.

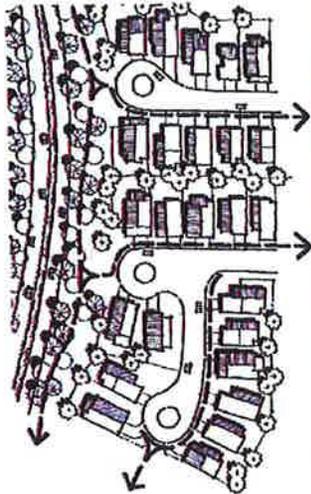
### 5.3.2 STREETSCAPES

In order to develop a cohesive overall circulation system for McSweeney Farms and to promote a strong community identity, a coordinated streetscape treatment will be implemented throughout the project.

Objectives include:

- Create a unifying landscape element found throughout the community;
- Establish a hierarchy of roadway functions through landscape treatment;
- Provide screening and scale to the architectural façades of the residential neighborhoods;
- Frame and emphasize views of open space features; and,
- Enhance the amenity and circulation value of the pedestrian / recreational experience.

## McSweeney Farms Specific Plan 01-2



### *Gibbel Road*

The south side of Gibbel Road will feature an enhanced landscape parkway in order to provide color, shading, and screening to the McSweeney Farms neighborhoods. (See Figure 5-8)

- The southern parkway of Gibbel Road adjacent to McSweeney Farms features an eight feet (8') wide trail separated from the curb by a split rail fence and an eight feet (8') wide parkway.
- An additional landscape setback of ten feet (10') features informal groves of deciduous and evergreen trees, with an understory of either turf, low groundcover, or accent shrubs.

### *Newport Road*

The north side of Newport Road features large lots and a rural residential streetscape as a complement to the existing homes on the south side of the street. In lieu of a traditional sidewalk / parkway, an eight feet (8') wide trail is separated from a rolled curb by a split rail fence within the street right-of-way. (See Figure 5-9)

### *Girard Street*

Girard Street from Newport Road will remain in its existing condition. The rural residential lots that will be located along Girard will receive their services internally from the McSweeney Farms project infrastructure system.

Per Design Review, all streetscape plans must be reviewed and approved by the Master Developer prior to submittal to the City.

### 5.3.3 SITE PLANNING CRITERIA

The Site Planning criteria for McSweeney Farms are intended to provide designers and engineers with qualitative criteria which goes beyond minimum development standards (e.g. dimensioning of width, depth, and area). The criteria provides design alternatives which emphasize visual amenities, while meeting functional and development criteria of developers and the City.

#### Residential

##### *Local Street Layout*

Design solutions for residential street layouts should consider land form, grades, and circulation hierarchy, and employ appropriate street configurations. Local streets should be designed to:

- Serve local volumes of traffic;
- Encourage pedestrian and bicycle circulation by providing safe, comfortable, visually interesting and connected routes;
- Lower traffic speeds; and,
- Provide a distinctive "terminal vista" (the features seen at the end of the street or along the outside edges of a street curve), where possible.

## McSweeney Farms Specific Plan 01-2



### Community Focus Areas

Site Planning for Community Focus Areas (retail, institutional) within the project should emphasize pedestrian scale, comfort, and connection between integrated uses within and external to the focus areas, while effectively handling vehicular circulation and storage.

### *Commercial Center (Not owned by the Master Developer)*

- A raised pedestrian plaza at the corner of Domenigoni Parkway and State Street will be incorporated into the Primary Project Identification Treatment.
- In addition to primary access from external arterials, internal vehicular and pedestrian access shall be provided from within the McSweeney Farms project.
- Pedestrian scale outdoor spaces / linkages should be considered next to adjacent park / residential uses, with appropriate building grouping to provide spatial definition / screening from parking areas.

### *Community Center*

As the primary civic uses within McSweeney Farms, the existing Community Center is carefully sited within the project in order to maximize access to residents.

- The existing Community center building is oriented towards the street, with primary entrances and façades facing the sidewalk, set close or set back behind landscaped plazas or entry courtyards.
- Direct pedestrian / vehicular connections have been provided from adjacent paseo / parkways, where possible.

### *School Site*

The elementary school site is located within the project in order to maximize access to residents. The following siting criteria apply:

#### Elementary School

- Twelve acres (12 ac).
- Streets on two (2) sides with over twelve hundred linear feet (1,200 lf) of frontage.
- Across the street from a five acre (5 ac) park.
- Adjacent to a community paseo.
- Located away any attractive nuisances or open spaces areas.

### *Parking Areas*

- Locate parking areas to the rear or the side of buildings whenever possible.
- Parking should be screened from public view.
- Drive aisles should be perpendicular to the main building wherever possible.

## McSweeney Farms Specific Plan 01-2

- Parking aisles should be designed to allow pedestrians to walk parallel to moving vehicles.
- Shared parking should be accommodated between adjacent parcels wherever appropriate.
- Large surface parking lots should be visually and functionally segmented into several smaller lots through the use of connecting walkways, landscape areas, or internal streets with regularly planted trees on both sides.
- Parking areas should be clearly delineated on the parking surface with painted white or contrasting lines on stone, brick, textured or smooth concrete.
- Parking aisles should be separated from vehicle routes of movement.
- The use of permeable paving, such as turf block or paver set in sand to reduce surface run-off is encouraged. Wherever possible, drainage should be directed to planting areas to maximize percolation.



### *Street Furniture*

- Shall be provided along paseos, public right of ways, in parks / open spaces and within the public areas of commercial sites as appropriate.
- Street furniture and light standards shall be architecturally compatible with the project theme and/or the Hemet Scenic Highway Setback Manual's Design Criteria, 1990 when applicable (along State Street).
- Kiosks shall be provided at seating areas, along paseos/trails, and at gathering places as appropriate.
- Bollards should be located at major street corners.
- Benches and trash receptacles shall be provided at kiosk areas and along paseos/trails and throughout the park / open spaces areas.
- Drinking fountains shall be provided along paseos/trails and in the park / open space areas when feasible and/or appropriate.
- Pedestrian lighting shall be provided along paseos/trails, at public seating areas and within parks.

Per Design Review, all site plans must be reviewed and approved by the Master Developer prior to submittal to the City.

### 5.3.4 THEME WALLS / FENCES

Community theme walls and fences establish a feeling of enclosure, delineate site development areas, offer visual and physical privacy, buffer incompatible uses, and provide for views in and out of a site. Walls and fences should also be used to reinforce the project theme, reflecting the characteristics of the major project identification and entry

*Solid Walls*

Where required for community identity, security, privacy and sound buffering for residential units adjacent to streets or incompatible land uses, solid walls must be screened with landscaping and used sparingly. (See Figure 5-12)

- Wall materials shall consist of masonry construction finished with fieldstone, stucco, masonry, stone, or rock. Pilasters should incorporate the use of special veneer / accent materials such as rock, cultured stone and natural stone.
- The horizontal mass of the walls shall be interrupted by pilasters, landscape plantings, and vines.
- Construction materials of walls built to screen ancillary structures adjacent to buildings should be consistent with the main buildings and other walls.
- Walls shall be treated with anti-graffiti sealant and may be planted with vines to add visual interest and to further discourage graffiti.

*View Fences*

View fences are intended to allow views into open space / recreation areas, and other uses which do not require protection of privacy. View fences may also serve as security fencing where visibility of the screened use is not an issue. View fences should also be used to increase a sense of openness in rear yards adjacent to open space and the recreational amenities within residential subdivisions. (Refer to Figure 5-12)

- View fence panels should be interrupted by pilasters of stone, rock, masonry, or stucco with decorative accent material, or by accent stakes of similar materials as the view fence.
- A stone, stucco, rock or masonry wall may be used for the lower two feet (2').
- Gates visible to public view, (i.e. pedestrian gates), may be vinyl, wrought iron, tubular steel or similar materials.

Per Design Review, plans for walls and fences must be reviewed and approved by the Master Developer prior to submittal to the City.

**5.3.5 LANDSCAPING**

*Planting Criteria*

- Landscaping plans shall be prepared by a landscape architect registered to practice in the State of California.
- Per Design Review, plans must be reviewed and approved by the Master Developer prior to submittal to the City;
- Landscaping, earth berms, decorative walls and other buffers should be used to reduce impacts on adjacent properties from commercial areas.
- Landscaping should be provided around the base of commercial structures to soften the edges between the parking areas and the structure.

- Refuse container screening shall be not less than six feet (6') in height;
- Decorative block walls shall be used for screening purposes where necessary to provide noise attenuation between loud commercial/industrial activities and adjacent residences;
- Outdoor storage areas shall be screened with a wall or fence and landscaping. The total height of the required screening shall be in accordance with wall and landscape buffer for yards adjoining certain uses per Article XXVI of the Hemet Municipal Code as defined; and,
- Chain link fencing shall not be allowed.

## 6.2 Community Center

### *Planning Area 2*

The Community Center has been fully improved in compliance with the regulations contained herein.

#### *6.2.1 Required Uses*

The following uses are required in the Community Center:

- Recreation building/Clubhouse eighteen thousand square feet (18,000 sf) minimum
- Twenty-five meter pool, two spas and sun deck based on HOA requirements
- Outdoor recreation area (i.e. Golf putting course, open lawn play area, volleyball, bocce ball, croquet, lawn bowling, par course, etc.)

#### *6.2.2 Permitted Uses*

The following uses are permitted in the Community Center:

- Arboretum/Art Gardens;
- Art/Design Studios/Village;
- Bakery;
- Banks, savings and loan, credit unions;
- Barber and/or beauty shop;
- Commercial recreation / entertainment uses including, but not limited to cinemas, miniature golf, aquatic equipment rental, bed and breakfast inn, dinner theater, family entertainment parks, and associated parking facilities;
- Conference/Executive Meeting Center;
- Counseling center;
- Day care facility;
- Department store;

- A shared parking analysis report justifies the requested parking reduction based upon the presence of two (2) or more adjacent land uses which, due to substantially different operating hours or peak parking characteristics, will allow joint use of the same parking facilities.
- The shared parking analysis report indicates the presence of public transit facilities and/or pedestrian circulation opportunities that justify the requested reduction of parking spaces; and,
- The granting of a reduction in the number of parking spaces will still provide a sufficient number of off-street spaces for the use or uses in question.

### *6.2.6 Loading and Outdoor Storage*

Loading and outdoor storage areas serving establishments shall be designed and oriented in accordance with the following standards:

- Loading areas shall be located behind the building being serviced.
- Loading areas shall be designed to provide for backing and maneuvering of trucks on-site;
- Screening of refuse containers, service areas, and loading areas may be achieved with decorative walls, lush landscaping, or other up-scale materials in order to not only achieve a complete screening of views from public areas such as streets, parking lots, and sidewalks, but to maintain the architectural integrity of the project;
- Loading area screening shall be no less than eight feet (8') in height and shall incorporate the architecture into the design;
- Refuse container screening shall be not less than six feet (6') in height;
- Block walls shall be used for screening purposes where necessary to provide noise attenuation between loud commercial/industrial activities and adjacent residences; and,
- Outdoor storage areas shall not be allowed.

## 6.3

*(This section deleted per Specific Plan Amendment No. 14-001, approved by City Council \_\_\_\_\_.)*

twenty feet (20') measured from right-of-way. Rear Setback: Fifteen Feet (15').

- Side setback: five feet (5')
- 0-foot side yards may be employed where:
  - Side yard windows which are on the 0-foot lot line are either glass block, glass panels which prohibit direct viewing into adjacent yards, or where clear windows are located at least six feet (6') above the floor line.
  - Where design considerations are provided which promote privacy for all homeowners such as private courtyards, patio areas, building orientation, or other treatments as approved by the Planning Commission.
- Side abutting street: ten feet (10') minimum from property line
- Private Open Space: one half acre (0.5 ac) of private park area shall be provided for every one hundred (100) units.
- Porches: Porches may extend into the required front and side yard setbacks up to ten feet (10'), subject to a limitation of fifty percent (50%) of the required setback.
- Eaves may extend into the required front and side yard setbacks up to three feet (3').
- Building Height: Thirty-five feet (35') maximum. Architectural features and chimneys which do not exceed the height limit by more than ten feet (10') will be permitted.
- Private Streets: street and driveway standards (not including alleys). Private streets and driveway shall be established in accordance with the following standards.
  - Driveways serving four (4) or less dwelling units, shall have no parking within the travel way and shall have a minimum paved width of twelve feet (12') for one-way traffic or twenty feet (20') for two-way traffic.
  - Streets or driveways where on-street parking will be limited to one side only shall have a minimum paved width of twenty-eight feet (28').
  - Streets or driveways with on-street parking permitted on both sides shall have a minimum paved width of thirty-two feet (32').

## 6.5 R-1-5,500 Single Family Residential

*Planning Areas 5, 6, 8, 9*

### 6.5.1 Permitted Uses

The following uses are permitted in the five thousand five hundred square feet (5,500 sf) lots:

## McSweeney Farms Specific Plan 01-2

- Detached single-family dwellings;
- Public and private neighborhood or community non-commercial recreation centers and facilities including, but not limited to swimming pools, tennis courts, lakes, clubhouses, stables and trails;
- Uses and structures customarily incidental or necessary to residential uses including, but not limited to garages, public and private parks, trails, greenbelts and common areas.

Each planning area with lot sizes below seven thousand two hundred square feet (7,200 sf) shall provide a pocket park with a minimum of two (2) of the following amenities:

- Barbeque areas
- Picnic tables
- Pools
- Spas
- Tot Lots
- Other similar recreation uses which are found to be consistent with the purpose and intent of this chapter by the Planning Commission.

### *6.5.2 Development Standards*

- Minimum lot size: Five thousand square feet (5,500 sf) with an overall average lot size of six thousand five hundred square feet (6,500 sf).
- Lot Depth: Minimum lot depth shall be ninety feet (90') to be measured at building setback.
- Lot Width: Minimum lot width shall be fifty-five feet (55') to be measured at building setback. Minimum lot frontage along cul-de-sacs and knuckle right-of-way shall be forty feet (40').
- Setbacks shall be measured from the property. Front property lines shall be at the rear of the right of way and or interior side of the sidewalk.
- Front setback: Eighteen feet (18') minimum with an average of twenty feet (20') measured from right-of-way. Rear Setback: Fifteen Feet (15').
- Side setback: five feet (5')
- 0-foot side yards may be employed where:
  - Side yard windows which are on the 0-foot lot line are either glass block, glass panels which prohibit direct viewing into adjacent yards, or where clear windows are located at least six feet (6') above the floor line.
  - Where design considerations are provided which promote privacy for all homeowners such as private courtyards, patio areas, building orientation, or other treatments as approved by the Planning Commission.

- Side abutting street: ten feet (10') minimum from property line
- Private Open Space: one half acre (0.5 ac) of private park area shall be provided for every one hundred (100) units.
- Porches: Porches may extend into the required front and side yard setbacks up to ten feet (10'), subject to a limitation of fifty percent (50%) of the required setback.
- Eaves may extend into the required front and side yard setbacks up to three feet (3').
- Building Height: Thirty-five feet (35') maximum. Architectural features and chimneys which do not exceed the height limit by more than ten feet (10') will be permitted.
- Private Streets: street and driveway standards (not including alleys). Private streets and driveway shall be established in accordance with the following standards.
  - Driveways serving four (4) or less dwelling units, shall have no parking within the travel way and shall have a minimum paved width of twelve feet (12') for one-way traffic or twenty feet (20') for two-way traffic.
  - Streets or driveways where on-street parking will be limited to one side only shall have a minimum paved width of twenty-eight feet (28').
  - Street or driveways with on-street parking permitted on both sides shall have a minimum paved width of thirty-two feet (32').

## 6.6 R-1-6,000 Single Family Residential

### *Planning Areas 3, 10-17*

#### *6.6.1 Permitted Uses*

The following uses are permitted in the six thousand square feet (6,000 sf) Lots:

- Detached single-family dwellings;
- Public and private neighborhood or community non-commercial recreation centers and facilities including, but not limited to swimming pools, tennis courts, lakes, clubhouses, stables and trails;
- Uses and structures customarily incidental or necessary to residential uses including, but not limited to garages, public and private parks, trails, greenbelts and common areas.

Each planning area with lot sizes below seven thousand two hundred square feet (7,200 sf) shall provide a pocket park with a minimum of two (2) of the following amenities:

## 6.11 Natural Open Space

### *Planning Areas 30-34*

#### *6.11.1 Permitted Uses*

The following uses are permitted in the natural open space areas:

- Improved trails and paseos
- Picnic Tables
- Shade structures for overlooking views
- Archaeological and paleontological investigations/excavations or
- Natural resource study sites;
- Security access roads for emergency services
- Resource mitigation sites, for the preservation or replacement of native, riparian or other biological habitat, as approved by the regulatory agency (e.g. Army Corps of Engineers, Department of Fish and Game )

#### *6.11.2 Not Permitted*

All development in the natural open space area is restricted and shall consist of only the uses that are permitted. Open space planning areas shall remain in a natural state with limited improvements for public safety.

## 6.12 Public and Private Parks

### *Planning Areas 35-38*

With the exception of Planning Area 38, all public parks must include a minimum of three of the following amenities.

- Soccer fields
- Baseball fields
- Softball fields
- Play apparatus area (i.e. tot lots, climbing structures)
- Paved multi-purpose courts (i.e. basketball and/or handball)
- Picnic areas and shade structures
- Open or "free play" area

The private park in Planning Area 35 must include a minimum of three of the following amenities:

- Shade structures
- Seating areas
- Community garden
- Dog park
- Multi-purpose sports courts
- Walking trails
- Educational nature center
- Multi-purpose patio (i.e eating, seating, concerts, farmers' markets)

### 6.12.1 Permitted Uses

The following uses are permitted in the public and private park areas:

- *Public or quasi-public uses including but not limited to the following:*
  - Public and private parks, greenbelts and common areas;
  - Pedestrian, bicycle and equestrian trails;
  - Rest stops; and,
  - Nature study areas;
  - Farmers market (No more than twelve times per year);
  - Special community events consistent with City requirements

### 6.12.2 Conditionally Permitted Uses

*The following uses are permitted in the park areas with a Conditional Use Permit:*

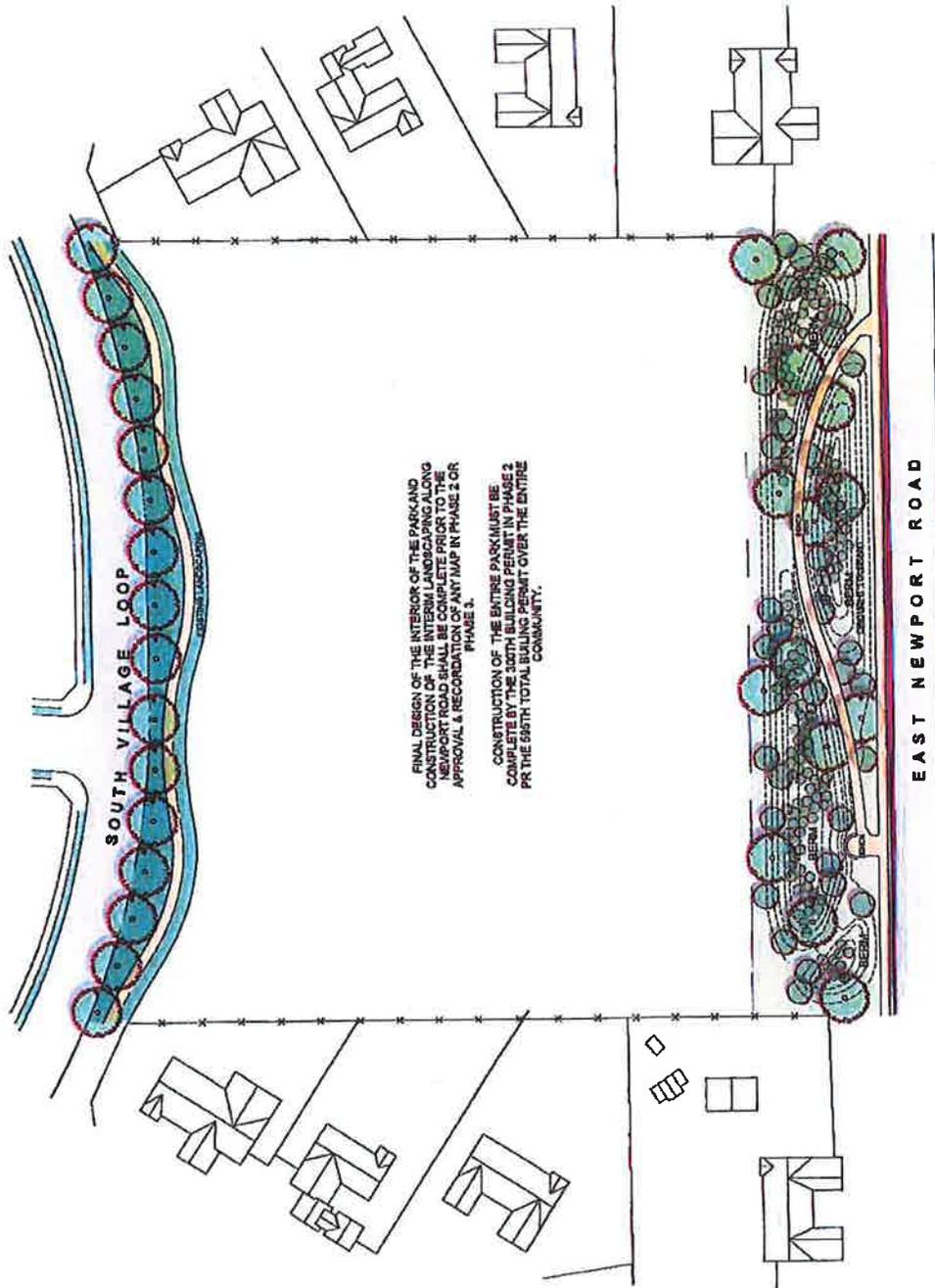
- Museums and nature study centers;
- Other similar active recreation uses which are found to be consistent with the purpose and intent of this chapter by the Planning Commission.

### 6.12.3 Development Standards

- Building site area: No minimum.
- Building height: Thirty-five feet (35') maximum; forty-five feet (45') for architectural features such as towers, cupolas, and other elements that contribute to the overall character of the community, do not contain usable space above thirty-five feet (35') and have a footprint area no greater than two hundred-fifty square feet (250 sf).
- Building site coverage: Fifty percent (50%) maximum.
- Building setbacks: All buildings and structures shall be set back from all building site lines a distance equal to the height of the building or structure, but not less than twenty feet (20') minimum.
- Off-street parking requirements: Parking shall be developed in accordance with the Hemet Municipal Code as defined by Article XL unless otherwise stipulated within the McSweeney Farms Specific Plan.
- Lighting: All lighting, exterior and interior, shall be designed and located to optimize power consumption and to confine direct rays to the premises.
- Trash and storage area: All storage, including cartons, containers and trash, shall be shielded from view within a building or area enclosed by a block wall not less than six feet (6') in height and must be covered to prohibit animal intrusion.

# Private Park – Initial Improvements

Figure 6-1



FINAL DESIGN OF THE INTERIOR OF THE PARK AND CONSTRUCTION OF THE INTERIM LANDSCAPING ALONG NEWPORT ROAD SHALL BE COMPLETE PRIOR TO THE APPROVAL & RECORDATION OF ANY MAP IN PHASE 2 OR PHASE 3.

CONSTRUCTION OF THE ENTIRE PARK MUST BE COMPLETE BY THE 300TH BUILDING PERMIT IN PHASE 2 OR THE 500TH TOTAL BUILDING PERMIT OVER THE ENTIRE COMMUNITY.



FLEX ARCHITECTURE  
POLLOCK Landscape Architecture

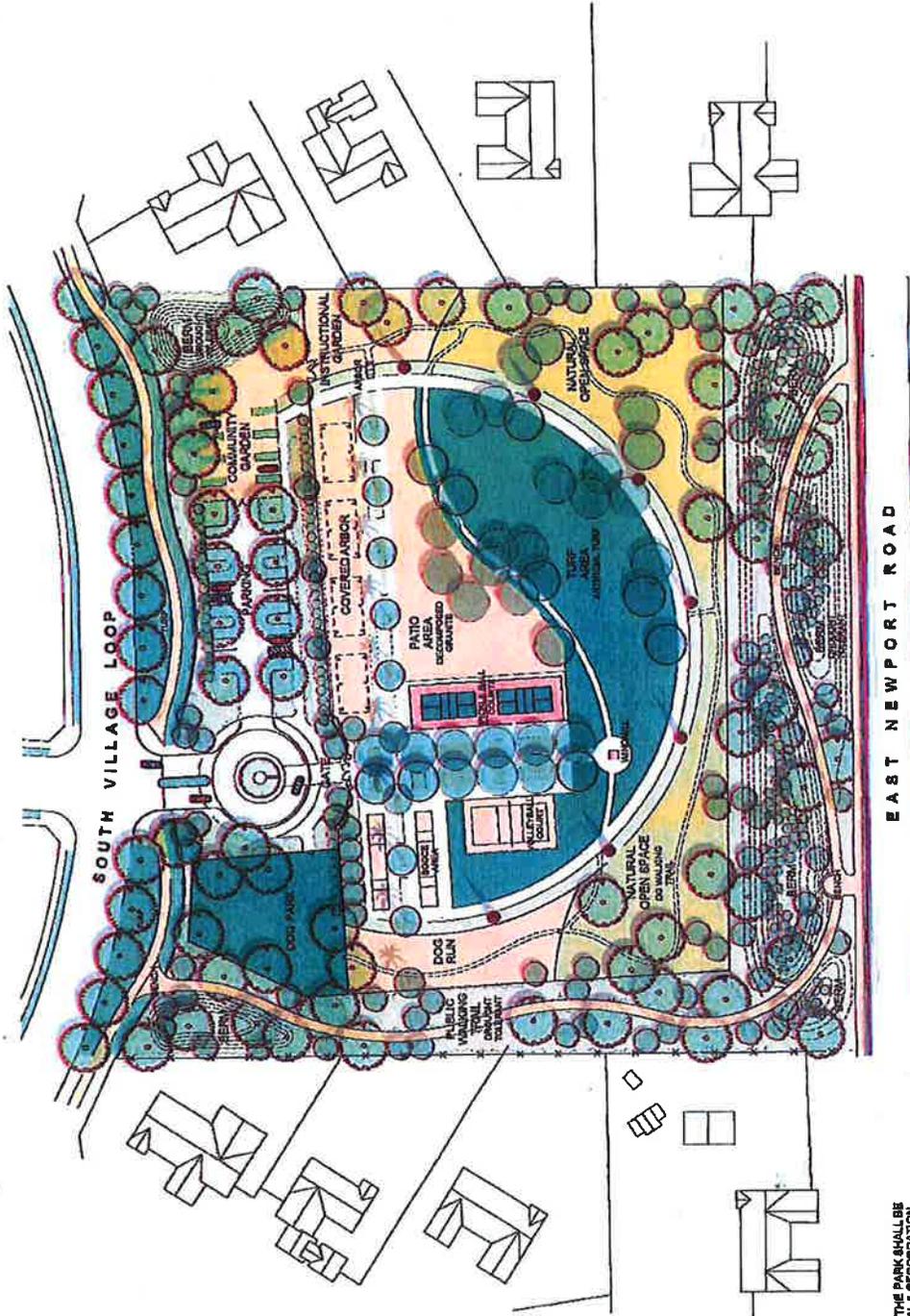
### INTERIM PLAN

McSWEENEY FARMS  
PRIVATE COMMUNITY PARK  
CITY OF HEMET, CA

McSWEENEY RECOVERY ACQUISITION, LLC



# Private Park – Overall Conceptual Site Plan Figure 6-3



FINAL DESIGN OF THE INTERIOR OF THE PARK SHALL BE COMPLETE PRIOR TO THE APPROVAL'S RECONSTRUCTION OF ANY MAP IN PHASE 2 OR PHASE 3.

CONSTRUCTION OF THE ENTIRE PARK SHALL BE COMPLETE BY THE ENDING PERMIT IN PHASE 2 FOR THE 65TH TOTAL BUILDING PERMIT OVER THE ENTIRE COMMUNITY.



## CONCEPTUAL OVERALL SITE PLAN

FLEX ARCHITECTURE  
POLLOCK Landscape Architecture

McSWEENEY FARMS  
PRIVATE COMMUNITY PARK  
CITY OF HEMET, CA

McSWEENEY RECOVERY ACQUISITION, LLC

#### **6.12.4 Private Park**

Planning Area 35 will be a 8-acre gated private park with parking for the exclusive use by McSweeney Farms residents. It is envisioned that this park will serve as a community amenity for the exclusive use of McSweeney Farms residents.

It is anticipated that the park will provide relatively passive uses, with walking trails and seating areas with shade structures. Additionally, the park may provide less traditional uses such as a community garden, dog park, multi-purpose sports courts, an educational nature center. A multi-purpose patio may provide eating and seating areas, with an opportunity to host concerts and farmers' markets events.

The improvement of the park will be phased over time. Initially, landscaping and sidewalk/trail improvements will be made along South Village Loop and East Newport Road, establishing the northern and southern edges of the park. Then the formal entry and parking area for the park will be constructed off of South Village Loop, with the provision of a walking trail along the western boundary of the park, connecting South Village Loop and East Newport Road. Finally, ultimate improvements will be made to the interior areas of the park.

Figures 6-1, 6-2 and 6-3 provide a conceptual illustration of the private park.

### **6.13 Cactus Valley Channel and Basin**

#### **Planning Areas 39 and 40**

##### **6.13.1 Permitted Uses**

The following uses are permitted in the channel and basin area:

- Infrastructure service facilities or extensions necessary for the development of adjacent urban areas, typically outside the purview of the landowner, including but not limited to the following:
  - Utility transmission lines and switching facilities
  - Water reservoirs (open or enclosed)
  - Water reclamation lakes and ponds;
- Archaeological and paleontological investigations/excavations or natural resource study sites;
- Infrastructure service facilities or extensions necessary for the development of adjacent urban areas, including but not limited to the following:
  - Flood control facilities;
  - Retention/detention basins for water quality enhancement purposes;

**McSweeney Farms** Specific Plan 01-2

- Public or quasi-public uses including but not limited to the following:
  - Pedestrian, bicycle and equestrian trails;
  - Rest stops; and,
  - Nature study areas
- Sports fields: soccer, football, baseball

**6.13.2 Conditionally Permitted Uses**

Other similar uses which are found to be consistent with the purpose and intent of this chapter by the Planning Commission shall require a Conditional Use Permit.

**6.14 Public School**

*Planning Area 41*

**6.14.1 Permitted Uses**

The following uses are permitted in the public school planning area:

- Elementary School
- Accessory uses as required for schools determined by the Hemet Unified School District

**McSweeney Farms** Specific Plan 01-2

1. General Plan Amendment
2. Zone Change
3. Specific Plan
4. Annexation

Prior to the issuance of grading permits for any planning area within the Specific Plan, a Site Development Review (SDR) application shall be reviewed and approved by the Planning Commission.

The primary intent of the phasing plan is to ensure that complete and adequate public facilities and services are in place and available to the future residents and visitors of the community.

**7.3 Phasing Plan**

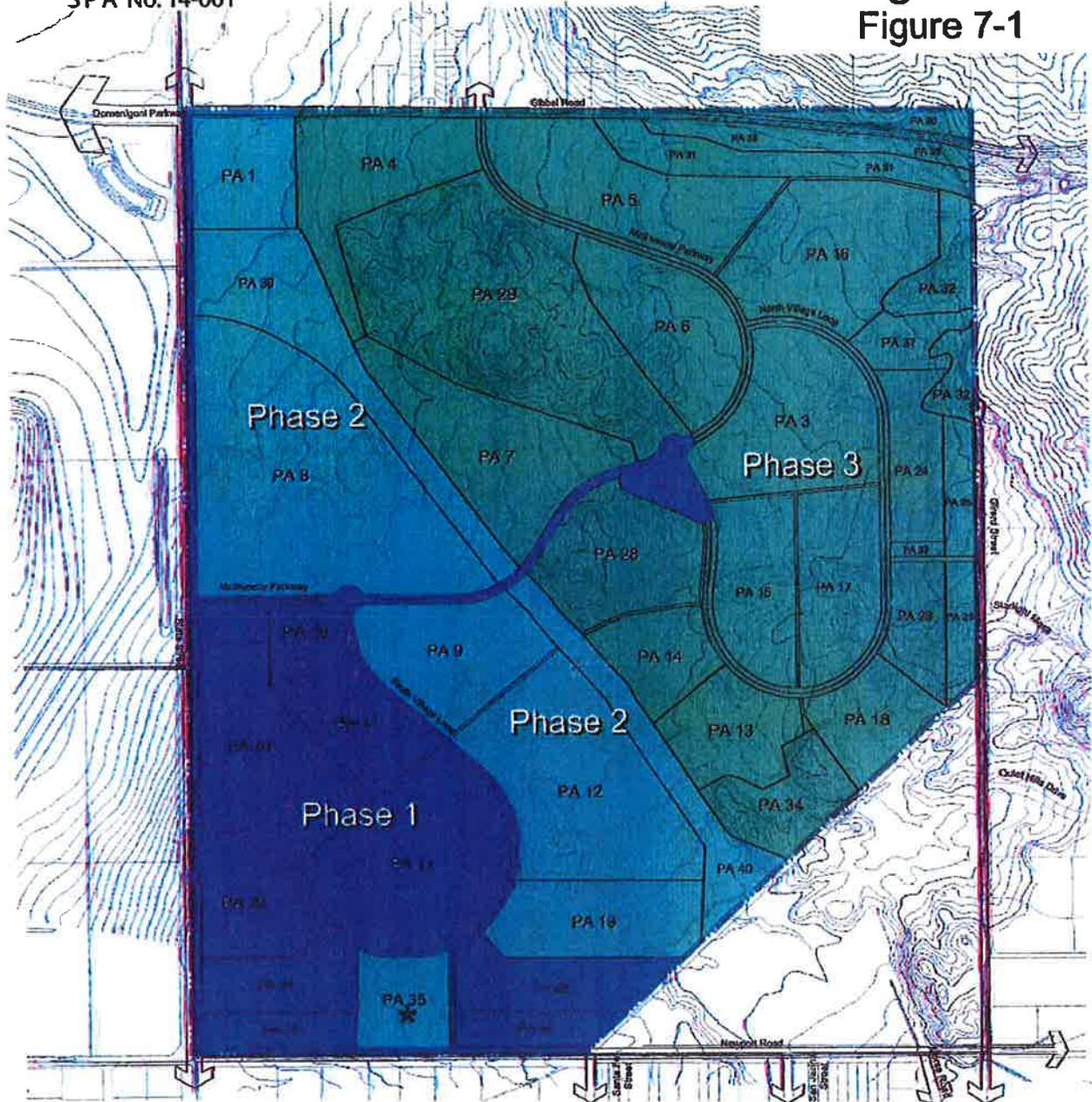
All Phases of the project in their entirety, shall be made accessible to persons with disabilities per the adopted Building Code and local amendments which are in effect at the time when the construction plans are submitted for the review and comments of the City.

Unless otherwise indicated in the Specific Plan, or in the conditions of approval of a subdivision of a phase of the Specific Plan, the construction, installation, and/ or extension of the infrastructure and public facilities necessary to serve each phase of development shall be operational prior to the issuance of the first Certificate of Occupancy of the Building permit for the phase of development. As it relates specifically to the park in Planning Area 35, the design and construction of the interim phase (landscaping along Newport Road) shall be complete prior to the approval and recordation of any map in Phase 2 or Phase 3. Construction of the park must be complete by the 300th building permit in Phase 2 or the 595th total building permit over the entire community.

It should be noted that the ultimate pace and phasing of the development is dependent on a number of internal and external factors. An evidence of this is the fact that, due to the deep economic recession that commenced in approximately 2008, the project has developed at a slower pace than anticipated. As the development of surrounding areas including Diamond Valley Lake progress, various adjustments and revisions to the anticipated phasing program may occur. Upon review by the City of Hemet confirming that the proposed revisions meet the intent of this Specific Plan and also adequately serve the needs of the community, said revisions shall be permitted without an amendment to the Specific Plan.

**7.4 Financing**

The timing of the development in the project vicinity will have a direct impact on the responsibilities associated with the financing and construction of the major community-wide infrastructure system such as water service, sewer service and circulation improvements.



\* PA 35 may be built in Phase 3 if development is built in that part of the community first.



City of Hemet

Legend	
<span style="display:inline-block; width:15px; height:15px; background-color:darkblue; border:1px solid black;"></span>	Phase 1
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**Table 7-1**  
Phasing

Phase	Planning Areas	Land Use / Facilities	Area	Units
<b>1</b>	2	Community Center (partial)	3.0	
	10, 11, 20, 21, 22, 26, 27	Residential (7200, 8000, 20000, 40000 sf avg lots)	93.3	295
	41	Elementary School	12.0	
	36	Park	5.0	
		State Street Flood Control Improvements (Initiated)		
<b>2</b>	1	Commercial Center	12.0	
	8, 9, 12, 19	Residential (6500, 7200, 8000 sf avg lots)	12.6	493
	35	Private Park (The design and construction of the interim phase, landscaping along Newport Road, shall be complete prior to the approval and recordation of any map in Phase 2 or Phase 3. Construction of the park must be complete by the 300th building permit in Phase 2 or the 595th total building permit over the entire community)	8.0	
	39, 40	Cactus Valley Channel & Basin (initiated)	34.4	
<b>3</b>	3, 4, 5, 6, 7, 13, 14, 15, 16, 17, 18, 23, 24, 25, 28, 29	Residential (5800, 6500, 7200, 8000, 20000, 40000 sf avg lots)	276.4	852
	30, 31, 32, 33, 34	Natural Open Space	34.8	
	37, 38	Parks	12.0	
<b>TOTAL</b>		(Total includes master-plan R/W)	673.0	1640

**Table 7-2  
Maintenance Responsibility**

	City of Hemet	Property Owners/ MHOA and HOA	Eastern Municipal Water District	Riverside County Flood Control District	Valley-Wide Rec. & Park District
Public Streets	•				
Parkway Landscaping (include State Street Scenic Highway)	•				
Public Parks (3)	•				•
Private Park (PA 35)		•			
Private Streets (including lanes and alleys)		•			
Enhanced Landscaping (including entry treatments, medians, and islands)		•			
Natural Open Space, Paseos, and Multi-purpose Trails		•			
Newport Road Trails	•				
Private Parks (Small Lot Planning Areas)		•			
Community Center		•			
Interior Hills (Conservation Easement)		•			
Water & Sewer			•		
Master-planned Flood Control Facilities (including Cactus Valley Channel and detention basins)				•	



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**CITY OF HEMET  
Hemet, California  
ORDINANCE BILL NO. 14-005**

**AN ORDINANCE OF THE CITY COUNCIL OF THE CITY OF HEMET, CALIFORNIA, APPROVING AN AMENDMENT TO DEVELOPMENT AGREEMENT NO. 04-01 FOR THE MCSWEENEY FARMS PROJECT.**

**WHEREAS**, on September 23, 2003, November 10, 2003 and November 25, 2003, the City Council considered, at duly noticed public hearings, and voted to approve, introduce and/or adopt Specific Plan No. 01-2, General Plan Amendment No. 01-1 and certified an Environmental Impact Report for the McSweeney Farms Project;

**WHEREAS**, on April 13, 2004, the City Council adopted Ordinance No. 1713 approving Development Agreement No. 04-1 for the McSweeney Farms development project; and,

**WHEREAS**, due to the economic downturn, the current owner of the McSweeney Farms property, McSweeney Recovery Acquisition, LLC ("Owner") requested certain amendments be made to the Development Agreement, including an extension of the term; and,

**WHEREAS**, the City and Owner have reached mutual agreement and desire voluntarily to enter into a First Amendment to Development Agreement No. 04-1 to extend the term of the Development Agreement by four years ("First Amendment"); and

**WHEREAS**, the City Council finds that the approval of this First Amendment does not trigger the application of any new or increased development fees or exactions or new or changed land use regulations to the project; and,

**WHEREAS**, on March 4, 2014, the Planning Commission, after duly noticed public hearing, recommended approval of the First Amendment.

1           **NOW THEREFORE, THE CITY COUNCIL OF THE CITY OF HEMET DOES**  
2 **HEREBY ORDAIN AS FOLLOWS:**

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

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

7 **SECTION 2: SEVERABILITY.**

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

16 **SECTION 3: EFFECTIVE DATE.**

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

19 **SECTION 4: PUBLICATION.**

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

26  
27  
28

1 **INTRODUCED** at the regular meeting of Hemet City Council on April 8, 2014.

2 **APPROVED AND ADOPTED** this 22<sup>nd</sup> day of April 2014.

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\_\_\_\_\_  
**Larry Smith, Mayor**

**ATTEST:**

**APPROVED AS TO FORM:**

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

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

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

4 I, Sarah McComas, City Clerk of the City of Hemet, do hereby certify that the  
5 foregoing Ordinance was introduced and first read on the 8<sup>th</sup> day of April 2014, and had  
6 its second reading at the regular meeting of the Hemet City Council on the 22<sup>nd</sup> day of  
7 April, 2014, and was passed by the following vote:

8 **AYES:**

9 **NOES:**

10 **ABSTAIN:**

11 **ABSENT:**

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13 \_\_\_\_\_  
14 Sarah McComas, City Clerk  
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**EXHIBIT "A"**  
**FIRST AMENDMENT**

PLEASE COMPLETE THIS INFORMATION  
RECORDING REQUESTED BY:

AND WHEN RECORDED MAIL TO:

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

**FIRST AMENDMENT TO  
DEVELOPMENT AGREEMENT  
"McSweeny Farms"**

by and between

the

**CITY OF HEMET**

and

**MCSWEENY RECOVERY ACQUISITION, LLC**

Dated \_\_\_\_\_, 2014

**FIRST AMENDMENT TO DEVELOPMENT AGREEMENT**  
**“McSweeny Farms”**

This FIRST AMENDMENT TO DEVELOPMENT AGREEMENT (“Amendment”), which is dated for reference as indicated on the cover page, is hereby entered into by and between the CITY OF HEMET, a California general law city (“City”), and MCSWEENEY RECOVERY ACQUISITION, LLC, a Delaware limited liability company (“Owner”), as follows. City and Owner may be collectively referred to herein as the “Parties.”

**RECITALS**

- A. City and Rancho San Patricio Partners, LLC and McSweeny Land Venture, LLC, each a California limited liability company (“Original Owners”) entered into a Development Agreement dated May 13, 2004, recorded by the Riverside County Recorder as Document Number 2004-0364986 (“Original Agreement”), providing the terms and conditions under which the Original Owners planned to develop approximately 673 acres of land located within the City, the legal description of which is attached as Exhibit “A” hereto (“McSweeny Farms Project”). The Original Agreement was partially assigned to Owner’s predecessor-in-interest pursuant to that certain Partial Assignment and Assumption of Development Agreement effective as of February 17, 2005, recorded by the Riverside County Recorder as Document Number 2005-0400321 (the “Assignment”). The Original Agreement, as amended by the Assignment, is hereinafter referred to as the “Agreement.” All capitalized terms used but not otherwise defined herein shall have the meanings set forth in the Agreement.
- B. The McSweeny Farms Project is now under new ownership. Owner is now in control of the McSweeny Farms Project, and per Section 1.14 of the Agreement has succeeded in interest to the rights and obligations of the Original Owners under the Agreement.
- C. The original Term of the Agreement was for ten (10) years. The Parties contemplated that the McSweeny Farms Project would be entirely built-out by the expiration of the original Term. Due to national, state, and regional market and economic conditions beyond the control of either the Owner or the City, the McSweeny Farms Project requires additional time for completion. Therefore, the Parties desire to extend the Term of the Agreement by four (4) years as provided herein.
- D. The City finds that this Amendment is not a “Subsequent Development Approval,” as that phrase is defined in Section 1.19 of the Agreement, because this Amendment does not substantially modify the McSweeny Farms Project, as provided for under the Existing Development Approvals, or have the legal effect of substantially amending any one or more of the Existing Development Approvals or the Agreement. Therefore, this Amendment will not trigger the application of any Subsequent Land Use Regulations, or new or increased Development Exactions or Development Impact Fees, including the MSHCP Fee per Section 5.4.2 of the Original Agreement.
- E. The Parties acknowledge that certain obligations contained in the Agreement have been satisfied, including but not limited to, payment of the Development Agreement Fee, as

referenced in Section 3.3 of the Original Agreement through the first bond issuance of CFD 2005-3, and this Amendment is not intended to revive any obligations that have been satisfied.

### **OPERATIVE PROVISIONS**

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

1. **INCORPORATION OF RECITALS.** The City Council finds that the foregoing recitals are true and correct and incorporates them herein by reference.
2. **AMENDMENTS.** The Agreement is hereby amended as follows:

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

**Term.** The Parties agree that the Effective Date of this Agreement is December 17, 2007 per Section 2.2a. The term of this Agreement shall commence on the Effective Date and shall extend for a period of fourteen (14) years thereafter, unless this Agreement is terminated, modified, or extended by circumstances set forth in this Agreement or by mutual consent of the parties hereto. The Parties therefore agree that the expiration date of this Agreement is December 17, 2021. This Agreement shall terminate and be of no force and effect upon the occurrence of the entry of a final judgment or issuance of a final order after exhaustion of any appeals directed against the City as a result of any lawsuit filed against the City to set aside, withdraw, or abrogate the approval by the City Council of City of this Agreement.”

2.2 **McSweeney Farms Project.** Section 1.15 (“McSweeney Farms Project”) of the Agreement is hereby amended to read:

***“McSweeney Farms Project”*** shall mean that certain residential/commercial/mixed-use development consisting of six hundred seventy-three (673) acres which would permit one thousand six hundred forty (1,640) residential units, one hundred (100) acres of open space, twelve (12) acres of commercial space, three (3) acres of private park, and one (1) proposed school site to be constructed on the Property, together with a community center and a swimming pool, landscaping, and on and off-site improvements, as permitted under, and as more fully described in, the Existing Development Approvals.”

2.3 **Approved Maps Co-Terminous with Agreement.** Under the Agreement, Owner is vested to develop the McSweeney Farms Project on the Property in accordance with, and to the extent permitted in, the Existing Land Use Regulations and the Agreement. The Parties hereby agree that those certain Tentative Tract Map Nos. 33824 (adopted under Planning Commission Resolution No. 06-14 on April 4, 2006), 33825 (adopted under Planning Commission Resolution No. 06-15 on April 4, 2006), 34659 (adopted under Planning Commission Resolution No. 06-029 on September 5, 2006), 34660 (adopted under Planning Commission Resolution No. 07-001 on January 2, 2009), 34661 (adopted under Planning Commission Resolution No. 07-002 on February 2, 2007), and 34662 (adopted under Planning Commission Resolution No. 07-012 on

April 17, 2007) (together with all conditions and requirements imposed in connection with the approval thereof, the "Tentative Map Approvals") are consistent with the Existing Land Use Regulations and the Agreement. Accordingly, Owner's vested rights under the Agreement include the Tentative Map Approvals, and the Tentative Maps Approvals shall expire concurrently with the expiration date of the Agreement (as extended by this Amendment).

2.4 Notices. Section 10.5 ("Notices") of the Agreement is hereby amended by replacing the existing addresses for notice with the following:

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

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

To Owner: McSweeney Recovery Acquisition, LLC  
Attn: Jon Shumaker  
1251 Avenue of the Americas, 50th Floor  
New York, NY 10020  
Facsimile: (212) 977-9505

With a copy to: Gibson, Dunn & Crutcher LLP  
Attn: Amy R. Forbes, Esq.  
333 South Grand Avenue, Suite 4900  
Los Angeles, CA 90071  
Facsimile: (213) 229-6151

### 3. GENERAL PROVISIONS.

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

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

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

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

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

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

*[Remainder of page intentionally left blank]*

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

CITY:

THE CITY OF HEMET

By: \_\_\_\_\_  
Wally Hill, City Manager

ATTEST:

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

APPROVED AS TO FORM

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

MCSWEENEY RECOVERY ACQUISITION, LLC,  
a Delaware limited liability company

By: \_\_\_\_\_  
Michael Barr

By: \_\_\_\_\_  
Jon Shumaker

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

**CALIFORNIA ALL-PURPOSE ACKNOWLEDGMENT**

STATE OF CALIFORNIA

COUNTY OF \_\_\_\_\_

On \_\_\_\_\_, \_\_\_\_ before me, \_\_\_\_\_, personally appeared \_\_\_\_\_, 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 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 OR TYPE OF DOCUMENT

\_\_\_\_\_  
TITLE(S)

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

PARTNER(S) LIMITED

GENERAL

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

ATTORNEY-IN-FACT

TRUSTEE(S)

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

GUARDIAN/CONSERVATOR

OTHER \_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

**SIGNER IS REPRESENTING:**

(NAME OF PERSON(S) OR ENTITY(IES))

\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_



**EXHIBIT "A"**

**LEGAL DESCRIPTION OF MCSWEENEY FARMS PROPERTY**

PARCEL 1:

THOSE CERTAIN PARCELS OF LAND SITUATED IN THE COUNTY OF RIVERSIDE, STATE OF CALIFORNIA, INCLUDED WITHIN THE BOUNDARY LINES OF TRACT XVI OF THE RANCHO SAN JACINTO VIEJO AS SHOWN ON A MAP OF THE PARTITION OF SAID RANCHO AND PARTICULARLY DESCRIBED IN THE FINAL DECREE OF PARTITION OF SAID RANCHO FILED ON NOVEMBER 22, 1882, IN THE OFFICE OF THE COUNTY CLERK OF SAN DIEGO COUNTY, CALIFORNIA, IN THAT CERTAIN ACTION ENTITLED "F.M. BOUTON VS. MIGUEL PEDRORENA, ET AL.", DESCRIBED AS FOLLOWS:

THE EAST HALF OF SECTION 27 AND THE NORTH 1483 FEET OF THE EAST HALF OF SECTION 34, ALL IN TOWNSHIP 5 SOUTH, RANGE 1 WEST, SAN BERNARDINO BASE AND MERIDIAN, LYING WITHIN TRACT 16 OF SAID RANCHO SAN JACINTO VIEJO.

EXCEPT THEREFROM THOSE PORTIONS LYING WITHIN GIBBEL ROAD, CONVEYED TO THE COUNTY OF RIVERSIDE, STATE OF CALIFORNIA BY GRANT DEED RECORDED MARCH 6, 1951 AS INSTRUMENT NO. 1250, PAGE 258, OFFICIAL RECORDS.

ALSO EXCEPTING ANY PORTION LYING WITHIN COUNTY ROADS.

ALSO EXCEPTING THAT PORTION IN SECTION 27 CONDEMNED BY THE METROPOLITAN WATER DISTRICT OF SOUTHERN CALIFORNIA BY ORDER RECORDED NOVEMBER 18, 1996 AS INSTRUMENT NO. 440130 OFFICIAL RECORDS.

APN 454-170-003-6 AND 454-070-013-6

PARCEL 2:

THOSE CERTAIN PARCELS OF LAND SITUATED IN THE CITY OF HEMET, COUNTY OF RIVERSIDE, STATE OF CALIFORNIA, INCLUDED WITHIN THE BOUNDARY LINES OF TRACT XVI OF THE RANCHO SAN JACINTO VIEJO AS SHOWN ON A MAP OF THE PARTITION OF SAID RANCHO AND PARTICULARLY DESCRIBED IN THE FINAL DECREE OF PARTITION OF SAID RANCHO FILED ON NOVEMBER 22, 1882, IN THE OFFICE OF THE COUNTY CLERK OF SAN DIEGO COUNTY, CALIFORNIA IN THAT CERTAIN ACTION ENTITLED "F.M. BOUTON VS. MIGUEL PEDRORENA, ET AL.", DESCRIBED AS FOLLOWS:

THE EAST HALF OF SECTION 34, TOWNSHIP 5 SOUTH, RANGE 1 WEST, SAN BERNARDINO BASE AND MERIDIAN, LYING WITHIN TRACT 16 OF SAID RANCHO SAN JACINTO VIEJO.

EXCEPT THE NORTHERLY 1483 FEET THEREOF.

ALSO EXCEPTING ANY PORTION LYING WITHIN COUNTY ROADS.

APN: 454-170-002-5

PARCEL 3:

THAT CERTAIN PARCEL OF LAND SITUATED IN THE CITY OF HEMET, COUNTY OF RIVERSIDE, STATE OF CALIFORNIA, INCLUDED WITHIN THE BOUNDARY LINES OF TRACT XVI OF THE RANCHO SAN JACINTO VIEJO AS SHOWN ON A MAP OF THE PARTITION OF SAID RANCHO AND PARTICULARLY DESCRIBED IN THE FINAL DECREE OF PARTITION OF SAID RANCHO FILED ON NOVEMBER 22, 1882, IN THE OFFICE OF THE COUNTY CLERK OF SAN DIEGO COUNTY, CALIFORNIA IN THAT CERTAIN ACTION ENTITLED "F.M. BOUTON VS. MIGUEL PEDRORENA, ET AL.", DESCRIBED AS FOLLOWS:

THE WEST HALF OF SECTION 35, TOWNSHIP 5 SOUTH, RANGE 1 WEST, SAN BERNARDINO MERIDIAN, LYING WITHIN TRACT 16 OF SAID RANCHO SAN JACINTO VIEJO.

EXCEPT THE NORTH 1483 FEET THEREOF.

ALSO EXCEPT THEREFROM THAT PORTION DESCRIBED IN THE DEED TO THE COUNTY OF RIVERSIDE RECORDED DECEMBER 17, 1923 IN BOOK 597, PAGE 71 OF DEEDS, IN THE OFFICE OF THE COUNTY RECORDER OF SAID COUNTY.

ALSO EXCEPT ANY PORTION LYING WITHIN COUNTY ROADS.

APN: 454-180-003-7

PARCEL 4:

THAT CERTAIN PARCEL OF LAND SITUATED IN THE CITY OF HEMET, COUNTY OF RIVERSIDE, STATE OF CALIFORNIA, INCLUDED WITHIN THE BOUNDARY LINES OF TRACT XVI OF THE RANCHO JACINTO VIEJO AS SHOWN ON A MAP OF THE PARTITION OF SAID RANCHO AND PARTICULARLY DESCRIBED IN THE FINAL DECREE OF PARTITION OF SAID RANCHO FILED ON NOVEMBER 22, 1882, IN THE OFFICE OF THE COUNTY CLERK OF SAN DIEGO COUNTY, CALIFORNIA NTHAT CERTAIN ACTION ENTITLED "F.M. BOUTON VS. MIGUEL PEDRORENA, ER AL.", DESCRIBED AS FOLLOWS:

THE NORTH 1483 FEET OF THE WEST HALF OF SECTION 35, TOWNSHIP 5 SOUTH, RANGE 1 WEST, SAN BERNARDINO MERIDIAN, LYING WITHIN TRACT 16 OF SAID RANCHO SAN JACINTO VIEJO.

APN: 454-180-004-8

PARCEL 5:

THAT CERTAIN PARCEL OF LAND SITUATED IN THE CITY OF HEMET, COUNTY OF RIVERSIDE, STATE OF CALIFORNIA, INCLUDED WITHIN THE BOUNDARY LINES OF TRACT XVI OF THE RANCHO SAN JACINTO VIEJO AS SHOWN ON A MAP OF THE PARTITION OF SAID RANCHO AND PARTICULARLY DESCRIBED IN THE FINAL DECREE OF THE PARTITION OF SAID RANCHO FILED ON NOVEMBER 22, 1882, IN THE OFFICE OF THE COUNTY CLERK OF SAN DIEGO COUNTY, CALIFORNIA IN THAT CERTAIN ACTION ENTITLED "F.M. BOUTON VS. MIGUEL PEDRORENA, ET AL.", DESCRIBED AS FOLLOWS:

THE WEST HALF OF SECTION 26, TOWNSHIP 5 SOUTH, RANGE 1 WEST, SAN BERNARDINO MERIDIAN, LYING WITHIN TRACT 16 OF SAID RANCHO SAN JACINTO VIEJO.

EXCEPT THEREFROM THAT PORTION DESCRIBED IN THE DEED TO THE COUNTY OF RIVERSIDE RECORDED MARCH 6, 1951 IN BOOK 1250, PAGE 258 OF OFFICIAL RECORDS, IN SAID OFFICE OF THE COUNTY RECORDER.

ALSO EXCEPT ANY PORTION LYING WITHIN COUNTY ROADS.

APN: 454-100-012-7 AND 454-100-013-8

# 12



**CITY OF HEMET  
Hemet, California  
ORDINANCE BILL NO. 14-011**

**AN ORDINANCE OF THE CITY COUNCIL OF THE CITY OF HEMET, CALIFORNIA, AMENDING SECTION 90-1316 OF THE HEMET MUNICIPAL CODE REGARDING SPECIAL EVENT SIGN PERMITS FOR BANNERS ABOVE CITY STREETS.**

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**WHEREAS**, Section 90-1316(b) allows signs to be erected on public property for certain "eligible events" (Ramona Pageant, Winter Visitors, the Weekend and the Jaycee's Christmas Parade) and other events approved by the City Council; and,

**WHEREAS**, Section 90-1316(d) provides that permits to erect signs on public property for special events will "generally" be processed by the Planning Department and approved by the Community Development Director in accordance with Section 90-1246; and,

**WHEREAS**, the City Council wants to amend Section 90-1316(b) and (d) to expressly allow the City Engineer to approve permits to install banners above City streets for any community event that meets the application criteria and CalTrans conditions, if applicable.

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

**SECTION 1: AMENDMENT OF SECTION 90-1316(B).**

Section 90-1316(b) of the Hemet Municipal Code is amended to read as follows:

"(b) Based upon evidence submitted on a case-by-case basis, upon application to the city, the city engineer or director, as appropriate, may find and determine that festivals and events have a community-wide benefit and participation and are therefore eligible."

**SECTION 2: AMENDMENT OF SECTION 90-1316(D).**

Section 90-1316(d) of the Hemet Municipal Code is amended to read as follows:

"(d) Applications for a public property sign approval will be processed in the manner provided in section 90-1246 using the form supplied by the director, except that applications to install a banner above a city street shall be processed by the engineering department and approved by the city engineer in accordance with application requirements approved by the engineering department, as reviewed by the city attorney, and such conditions of the city's encroachment permit issued by the California Department of Transportation as are applicable. Any decisions

1 by the director or city engineer may be appealed as provided in section 90-1284.  
2 The application must include a map showing the location where the proposed  
3 signage is to be installed, the contemplated dates during which such signage will  
4 remain on or over any public property in the city, a chart or drawing showing that  
5 the signage will not interfere with traffic or the safety of persons using such public  
6 property. In addition, the applicant must provide proof of general liability  
7 insurance in such reasonable form and amounts as may be required by the city  
8 attorney and must also execute an indemnification and hold harmless agreement  
9 in such reasonable form as may be approved by the city attorney.”

7 **SECTION 3: SEVERABILITY.**

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

13 **SECTION 4: EFFECTIVE DATE.**

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

16 **SECTION 5: PUBLICATION.**

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

20 **INTRODUCED** at the regular meeting of Hemet City Council on April 8, 2014.

22 **APPROVED AND ADOPTED** this 22<sup>nd</sup> day of April, 2014.

24 \_\_\_\_\_  
**Larry Smith, Mayor**

25 **ATTEST:**

**APPROVED AS TO FORM:**

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

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

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

4 I, Sarah McComas, City Clerk of the City of Hemet, do hereby certify that the  
5 foregoing Ordinance was introduced and first read on the 8<sup>th</sup> day of April, 2014, and had  
6 its second reading at the regular meeting of the Hemet City Council on the 22<sup>nd</sup> day of  
7 April, 2014, and was passed by the following vote:

8 **AYES:**

9 **NOES:**

10 **ABSTAIN:**

11 **ABSENT:**

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14 Sarah McComas, City Clerk

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TO: Honorable Mayor and Members of the Hemet City Council

FROM: Thomas M. Kanarr, Interim Director of Finance *TK*  
Wally Hill, City Manager *Wally Hill*

DATE: April 22, 2014

RE: Declare City Vehicles and Equipment as Surplus

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### **RECOMMENDED ACTION:**

It is respectfully recommended that Council declare the attached list of City vehicles and non-functioning equipment as surplus to be sold at auction, per the attached list attached as Exhibit "A".

### **BACKGROUND:**

Sec. 2-328 (10) of the Hemet Municipal Code establishes that the City Manager, through delegation to the Purchasing Agent, shall recommend to the City Council that unused and surplus equipment be declared surplus, and prescribe a method for its disposition and sale. The purchasing agent shall from time to time dispose of surplus items with an estimated value of less than \$50.00 by informal sale.

### **PROJECT DESCRIPTION:**

The attached list of vehicles and equipment has been sidelined and are no longer a part of the City's daily operations. The City has had positive experiences with U.S. Auctions and was also able to secure a 2% buyers fee which will be returned to the City. U.S. Auctions is responsible for transporting the items to the auction site in Pomona where bi-monthly auctions are conducted.

Staff is also recommending use of PublicSurplus, an on-line auction system. PublicSurplus will assist with ad placement and take video and photos of the equipment. Internet auctions increase public participation because the interested buyer does not need to physically be at the auction site. With this method, the items remain with the City until they are purchased and the buyer is responsible for transporting their purchase.

Depending upon the nature of the item and recommendations from both services, staff will determine which method to use for each type of item. Staff does not recommend donation of the attached vehicles, so that any monetary value from surplus equipment may accrue to the General Fund.

**FISCAL IMPACT**

There is minimal fiscal impact from this action. These items have exceeded their useful life and have been fully depreciated. Any proceeds from the sale of surplus items will be returned to the appropriate department account in the Equipment Replacement Fund.

Respectfully submitted,



Elizabeth Grace  
Procurement Administrator

Fiscal Review:



Thomas M. Kanarr  
Interim Director of Finance

Attachment(s): Exhibit "A"

Exhibit A

**SURPLUS VEHICLES**

Unit #	Description	Last 4 of Vin #	Comments	Mileage
3024	2007 Crown Vic patrol	8505	Totaled, rolled, frame bent	62668
3169	2006 Crown Vic patrol	3829	Totaled, rolled, frame bent	90066
3037	2007 Ford 500	2808	Totaled, cost of repair exceed current value	53199
8210	2000 John Deere mower	319	Poor, needs many repairs	1845 hours
8217	2006 John Deere mower	169	Poor, needs many repairs	1985 hours
8247	Asplundh chipper	192	Poor, engine burns oil	2118 hours
4231	1992 Ford super duty stencil truck	6238	Pumps worn, poor condition	92831
4281	1990 Griier Schmidt comp	14065-j	Non compliant, worn out	10763 hours
3180	2003 Crown Vic K-9	8264	Poor, old K-9 vehicle	113337
3155	2001 Crown Vic patrol	9841	Poor	92923
	Skyline HMS, Bay Springs, Mobile Home, Model BSP9102	313501	Bad, uninhabitable	

Exhibit A

**SURPLUS EQUIPMENT**

Description	Department
weedeaters saws pruners and misc. parts	Parks
park bbq's flail mower, sm gannon	Parks
10 chlorine tablet electric injector units	Water
8 well pump motors	Water
4 blend pump motors	Water
1 electric injection pump	Water
2 gas powered air compressors	Water
1 gas chain saw	Water
1 gas pressure washer	Water
1 electric low pressure injection pump	Water
1 3 gal plastic water tank	Water
1 gas motor	Water
3 gas trash pumps	Water
1 electric jack hammer	Water
2 air jack hammer	Water
1 air powder puff	Water
compactor	Water
tripod equipment lift	Water
gas portable sewer jetter	Water
gas valve turining machine	Water
Assorted flo-loc seismic controllers	Water
electric air compressor	Water
Assorted suction hoses	Water
chlorinator	Water
1 Cues Portable Main Line System camera (trade-in to vendor for updated camera at no cost )	Water
1-lot limestone blocks and brick	Corp Yard

1-lot concrete street light poles and globes	Corp Yard
1-lot traffic light poles, arms and heads	Corp Yard
1-lot black painted street light poles, lights and brackets	Corp Yard
misc; iron tree rings, metal brackets, re-bar and clay roof tiles	Corp Yard

<b>SURPLUS FURNISHINGS</b>	
<b>Description</b>	<b>Department</b>
13 metal filing cabinets (6 drawer - 27" wide, 52" high, 28" deep), 4 Steelmaster and 9 Tennsco	Building
non-functioning office equipment: typewriters, calculators, cameras, scanner, etc.	multiple departments
Phillips computer monitor	Library
View Sonic computer monitor	Library
Xerox Machine	Library
Pitney Bowes postage machine	Library
Fax/Copier	Library
Book cart	Library
Coin changer	Library
Whiteboards	Library
Printers	Library
Receipt Printer	Library
Book Magnifier	Library
Lot – Modular office furniture	PD

<b>SURPLUS IT</b>	
<b>Description</b>	<b>Department</b>
Non-functioning or outdated computers, monitors, printers, peripherals, etc.	IT
IT related equipment	Multiple departments



*Staff Report*

TO: Honorable Mayor and Members of the Hemet City Council

FROM: Thomas M. Kanarr, <sup>IK</sup>Interim Finance Director; Wally Hill, City Manager *Wally Hill*

DATE: April 22, 2014

RE: Consultant Services Agreement for Lighting and Landscape Maintenance District Administration and Communities Facilities District Administration with Psomas

**RECOMMENDED ACTION:**

That the City Council approve and authorize the City Manager to execute a three year Consultant Services Agreement with Psomas to provide Lighting and Landscape Maintenance District Administrative Services plus Communities Facilities District Heartland District No 1999-1, and Public Safety Communities Facilities District 2005-1 Administration Services for the City of Hemet. This contract will cover fiscal years 2014/2015, 2015/2016, and 2016/2017.

**BACKGROUND:**

Psomas is currently administering Heartland Communities Facilities District No 1999-1, and is familiar with City Lighting and Landscape Maintenance Districts and levy assessments. The City currently has 36 lighting and 33 landscape maintenance districts. Psomas will incorporate the City of Hemet parcel data into their software to track, calculate, and provide assessment data to the County of Riverside in the media, format and configuration required by the County for placement on the annual property tax roll. Additionally, Psomas prepares the annual Engineer's Reports in accordance with all current state regulations, researches any exceptions, and acts as a contact to answer property owner questions regarding the district and assessments.

**FISCAL IMPACT:**

The annual consultant fee for the full administration (engineers report, process and submit billing, toll-free line, and reporting on collection and payment status) in connection with the annual levy of assessments for the existing lighting and landscape maintenance districts is \$33,884.00, \$12,000.00 for the Public Safety Communities Facilities District (CFD) 2005-1 administration, and \$13,500.00 for the administration of the Heartland Communities Facilities District No 1999-1. The funds are budgeted annually in Lighting and Landscape Maintenance Districts Fund #225-8250-2710 (\$16,500), Post Proposition 218 Lighting Fund #227-8250-2710 (\$8,692), and Post Proposition 218 Landscape Fund #228-8250-2710 (\$8,692), Public Safety CFD 2005-1 Police Department Fund #234-3100-2710 (\$6,000), Public Safety CFD 2005-1 Fire Department Fund #234-3200-2710 (\$6,000), Heartland 2006 Communities Facilities District Refunding Fund #788-8860-2710 (\$13,500) and funded by the property tax assessments. There is no impact on the General Fund.

Respectfully submitted,

A handwritten signature in black ink, appearing to read "Thomas M. Kanarr". The signature is written in a cursive style with a large initial 'T'.

Thomas M. Kanarr  
Interim Finance Director

Attachment(s): Consultant Services Agreement

**AGREEMENT FOR SERVICES**

**By and Between**

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

**and**

**PSOMAS**

**AGREEMENT FOR SERVICES  
BETWEEN  
THE CITY OF HEMET, CALIFORNIA  
AND  
PSOMAS**

This Agreement for Services ("Agreement") is entered into as of this 23rd day of April, 2014, by and between the City of Hemet, a municipal corporation ("City") and PSOMAS, a California corporation ("Service Provider"). City and Service Provider are sometimes hereinafter individually referred to as "Party" and hereinafter collectively referred to as the "Parties."

**RECITALS**

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

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

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

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

**OPERATIVE PROVISIONS**

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

**SECTION 1. TERM OF AGREEMENT.**

Subject to the provisions of Section 20 "Termination of Agreement" of this Agreement, the Term of this Agreement is for three (3) years. The City reserves the right to extend this Agreement for two (2) additional one-year terms. Should the option to renew for additional years be exercised, the City and Service Provider agree to an increase of not more than 2%. The option to extend the term of this Agreement shall be by written notice to Service Provider within 30 days of expiration of the original term.

**SECTION 2. SCOPE OF SERVICES & SCHEDULE OF PERFORMANCE.**

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

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

**SECTION 3. ADDITIONAL SERVICES.**

Service Provider shall not be compensated for any work rendered in connection with its performance of this Agreement that are in addition to or outside of the Services unless such additional services are authorized in advance and in writing in accordance with Section 26 “Administration and Implementation” or Section 28 “Amendment” of this Agreement. If and when such additional work is authorized, such additional work shall be deemed to be part of the Services. Additional services shall be billed on an hourly basis at the hourly rates as listed in Exhibit “B”, Compensation, plus reimbursable expenses, at cost, limited to one thousand dollars (\$1,000.00).

**SECTION 4. COMPENSATION AND METHOD OF PAYMENT.**

Subject to any limitations set forth in this Agreement, City agrees to pay Service Provider the amounts specified in Exhibit “B” “Compensation” and made a part of this Agreement by this reference. The total compensation for services shall not exceed Fifty Eight Thousand Eight Hundred Eighty Four dollars (\$58,884.00) annually, plus Three Thousand dollars, (\$3,000.00) for reimbursable expenses as incurred, at cost.

The total amount for a three year term is not to exceed One Hundred Eighty Five Thousand Six Hundred Fifty Two dollars (\$185,652.00), unless additional compensation is approved in writing in accordance with Section 26 “Administration and Implementation” or Section 28 “Amendment” of this Agreement. There shall be no escalation to the annual fee listed for each district type for the first three years. Should the option to renew for additional years be exercised, the City and Service Provider agree to an increase of not more than 2% per year.

The table below summarizes and totals all the maximum annual fixed fees for the three district types.

DISTRICT	PROPOSED FEE
CFD	\$25,000
LMD	\$17,184
SMD	\$16,700
Incidentals/Reimbursable Expenses	\$3,000
<b>TOTAL</b>	<b>\$61,884</b>

(a) Each month Service Provider shall furnish to City an original invoice for all work performed and expenses incurred during the preceding month. The invoice shall detail charges by the following categories: labor (by sub-category), travel, materials, equipment, supplies, and

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

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

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

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

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

## **SECTION 6. OWNERSHIP OF DOCUMENTS.**

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

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

## **SECTION 7. SERVICE PROVIDER'S BOOKS AND RECORDS.**

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

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

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

## **SECTION 8. INDEPENDENT CONTRACTOR.**

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

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

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

**SECTION 9. STANDARD OF PERFORMANCE.**

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

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

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

**SECTION 11. PREVAILING WAGE LAWS**

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

**SECTION 12. NONDISCRIMINATION.**

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

**SECTION 13. UNAUTHORIZED ALIENS**

Service Provider hereby promises and agrees to comply with all of the provisions of the Federal Immigration and Nationality Act, 8 U.S.C.A. §§ 1101, et seq., as amended, and in connection therewith, shall not employ unauthorized aliens as defined therein. Should Service Provider so employ such unauthorized aliens for the performance of the Services, and should the

any liability or sanctions be imposed against City for such use of unauthorized aliens, Service Provider hereby agrees to and shall reimburse City for the cost of all such liabilities or sanctions imposed, together with any and all costs, including attorneys' fees, incurred by City.

**SECTION 14. CONFLICTS OF INTEREST.**

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

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

(c) City understands and acknowledges that Service Provider will perform non-related services for other governmental agencies and private Parties following the completion of the Services under this Agreement. Any such future service shall not be considered a conflict of interest for purposes of this section.

**SECTION 15. CONFIDENTIAL INFORMATION; RELEASE OF INFORMATION.**

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

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

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

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

## **SECTION 16. INDEMNIFICATION.**

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

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

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

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

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

**SECTION 17. INSURANCE.**

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

**SECTION 18. ASSIGNMENT.**

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

**SECTION 19. CONTINUITY OF PERSONNEL.**

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

**SECTION 20. TERMINATION OF AGREEMENT.**

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

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

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

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

**SECTION 21. DEFAULT.**

In the event that Service Provider is in default under the terms of this Agreement, the City shall not have any obligation or duty to continue compensating Service Provider for any work performed after the date of default. Instead, the City may give notice to Service Provider of the default and the reasons for the default. The notice shall include the timeframe in which Service Provider may cure the default. This timeframe is presumptively thirty (30) days, but may be extended, though not reduced, if circumstances warrant. During the period of time that Service Provider is in default, the City shall hold all invoices and shall, when the default is cured, proceed with payment on the invoices. In the alternative, the City may, in its sole discretion, elect to pay some or all of the outstanding invoices during the period of default. If Service Provider does not cure the default, the City may take necessary steps to terminate this Agreement under Section 20 "Termination of Agreement." Any failure on the part of the City to give notice of the Service Provider's default shall not be deemed to result in a waiver of the City's legal rights or any rights arising out of any provision of this Agreement.

**SECTION 22. EXCUSABLE DELAYS.**

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

**SECTION 23. COOPERATION BY CITY.**

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

**SECTION 24. NOTICES.**

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

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

To Service Provider: PSOMAS  
Attn: Leni Zarate  
1500 Iowa Ave., Ste. 210  
Riverside, CA 92507

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

**SECTION 25. AUTHORITY TO EXECUTE.**

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

**SECTION 26. ADMINISTRATION AND IMPLEMENTATION.**

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

**SECTION 27. BINDING EFFECT.**

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

**SECTION 28. AMENDMENT.**

No amendment to or modification of this Agreement shall be valid unless made in writing and approved by the Service Provider and by the City. The City Manager shall have the authority

to approve any amendment to this Agreement if the total compensation under this Agreement, as amended, would not exceed the City Manager's contracting authority under the Hemet Municipal Code. All other amendments shall be approved by the City Council. The Parties agree that the requirement for written modifications cannot be waived and that any attempted waiver shall be void.

**SECTION 29. WAIVER.**

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

**SECTION 30. LAW TO GOVERN; VENUE.**

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

**SECTION 31. ATTORNEYS FEES, COSTS AND EXPENSES.**

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

**SECTION 32. ENTIRE AGREEMENT.**

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

**SECTION 33. SEVERABILITY.**

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

**SECTION 34. CONFLICTING TERMS.**

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

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

**CITY OF HEMET**

By: \_\_\_\_\_  
Wally Hill, City Manager

**ATTEST:**

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

**APPROVED AS TO FORM**

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

**PSOMAS**

**PSOMAS**

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

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

\_\_\_\_\_

\_\_\_\_\_

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

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

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

**CALIFORNIA ALL-PURPOSE ACKNOWLEDGMENT**

STATE OF CALIFORNIA

COUNTY OF \_\_\_\_\_

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

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

WITNESS my hand and official seal.

Signature: \_\_\_\_\_

**OPTIONAL**

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

**CAPACITY CLAIMED BY SIGNER**

**DESCRIPTION OF ATTACHED DOCUMENT**

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

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

- PARTNER(S)       LIMITED
- GENERAL

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

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

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

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

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

## CALIFORNIA ALL-PURPOSE ACKNOWLEDGMENT

STATE OF CALIFORNIA

COUNTY OF \_\_\_\_\_

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

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

WITNESS my hand and official seal.

Signature: \_\_\_\_\_

### OPTIONAL

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

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

EXHIBIT "A"  
**SCOPE OF SERVICES**

**I. Service Provider will perform District Administrative Services as follows:**

**A. Annual Levy**

- Service Provider will receive from the City staff assigned to administer the Districts, information necessary to create the annual Special Tax or Special Assessment. City staff will approve the requirement for the current fiscal year for each District, and Service Provider will apportion the Special Tax or Special Assessment to each parcel within each particular District consistent with the method of apportionment for each District.
- Service Provider will maintain current Assessor Parcel Maps for all District parcels and will update annually, prior to enrollment of the current year's levy, any information necessary for use in calculating the Special Tax or Special Assessment (i.e., building permit, acreage).
- Service Provider will include in its database, development and land use information for all District parcels where development and land use information is necessary for use in calculation of said Special Tax or Special Assessment.
- Service Provider will verify with the City the application of the method of apportionment to insure the proper levy of parcel's Special Taxes or Special Assessments.
- Service Provider will help the City coordinate with the Fiscal Agent of each Special District to review current debt service schedules and determine the amount needed to pay principal and interest on the outstanding bonds or calculate any capitalized interest for the bond year in question, where applicable.
- Service Provider will help the City determine the amount needed to meet the anticipated administrative expenses for each District for the current fiscal year.
- Service Provider will help the City determine if the Reserve Fund is anticipated to be funded at an amount below the reserve requirement and whether the Special Tax requirement is to include an amount needed to replenish the Reserve Fund, where applicable.
- Service Provider will prepare the annual budget and will attend City meetings regarding the approval of budget, if necessary. City will provide certified copies of the Ordinance/Resolution of each Special District prior to the annual submittal.
- Assist in the preparation of an annual resolution that establishes the Districts' budgets for the Fiscal Year and application of the Special Tax Assessment to be submitted to the City.

- Assist in the preparation of other staff reports and resolutions as requested by the City.
- Each fiscal year, Service Provider will prepare all necessary documents prior to submitting the annual levy for each District in a format and media acceptable for direct submission to the County Auditor's office prior to the statutory deadline and will perform adjustments and corrections to rejected parcels by resubmitting the levies, as necessary.
- Service Provider will coordinate the direct billing of certain parcels, as requested by the City, if the parcel is non-taxable pursuant to Riverside County Taxability Code and is subject to the levy.
- Service Provider will serve as the initial and primary contact with the public regarding the levy of the Special Tax or Special Assessment. A toll free telephone number of the Consultant's designation will appear on the regular property tax billing next to the particular Special Tax or Special Assessment to facilitate contact with the public.
- Service Provider will provide qualified and competent staff members to answer taxpayer questions regarding the purpose of the Special Tax or special assessment, the facilities constructed and/or maintained by the District, the use of bond proceeds and maturities if bonds have been issued, and the method of apportionment of the Special Tax or Special Assessment.
- At the request of the landowners, Service Provider will calculate the prepayment amount for a parcel(s) and provide any additional information as requested related thereto. Services related to requests for payoff information from parties other than the City or property owner will be at the expense of the requesting party. If a prepayment is received, Service Provider will comply with Revenue Taxation Code 163 by preparing the Release of Lien. Service Provider will coordinate with City staff to have a City representative sign the Release. Service Provider will record the Release within 5 days of receiving the signed Release and provide a copy to the City.
- As a result of excess proceeds and/or prepayments, Service Provider will prepare bond call calculations in accordance with applicable laws and coordinate with the Fiscal Agent to establish new debt service requirements.
- Service Provider will prepare an executive summary of the Continuing Disclosure Report for each District. This Report will summarize the information used to calculate the annual levy for each parcel.
- Attend up to two (2) staff meetings per year and all public hearings (including any relating to annexations), in addition to the annual public hearings.
- Provide Arbitrage Rebate Compliance services as governed by Internal Revenue Codes.
- District Annexations for LMDs, SMDs, and CFDs. Consultant will perform the following services related to annexation to a particular district:

- Research, collect and verify relevant information, such as the parcel maps, acreage, owner information, land use and development plan, improvements to be constructed, cost estimates, phasing, and other parcel specific information.
  - Prepare a boundary map and with a signed and approved Engineer's Report.
- Preparation of Engineer's Reports. Service Provider will prepare a draft Engineer's Report that complies in all respects with the provisions of the Landscape and Lighting Act of 1972. The report will include:
    - A description of the proposed improvements
    - Assessment District Boundary Map
    - An engineer's estimate of the total cost of the improvements
    - Description of Assessment Methodology
    - The list of property owners and assessment roll that contains the assessor's parcel number and the amount of the proposed assessment.
    - Inclusion of parcels to future annual enrollment process

## **B. Delinquency Management**

- **Delinquency Policy.** Service Provider will review and make recommendations to the City that any policies established related to the collection of delinquent Special Taxes or Special Assessments are consistent with the foreclosure covenant and/or with the requirements of the district formation documents.
- **Delinquency History.** Service Provider will maintain a database that includes a regularly updated delinquency history of the parcels located in each District, as derived from the County property tax system. Delinquency history will include delinquent amounts for each parcel including reference to those parcels that have been referred to Foreclosure Counsel, and prior year delinquencies that have been paid.
- **Delinquency Tracking and Reporting.** Service Provider will research the records of the County Tax Collector for payment information to determine which parcels are delinquent after the December 10 and April 10 property tax installment due dates, after June 30 and prior to the date in which the City is obligated to initiate foreclosure proceedings under the foreclosure covenant. Delinquency reports will include parcel lists showing the Assessor Parcel Numbers, property owner and delinquent amount for each parcel.
- **Notification to Delinquent Property Owners.** At the request of the City, Service Provider will prepare and mail letters (on City letterhead), via first-class mail, registered return receipt (if requested), to property owners at the times and in the format determined by the delinquency policy. Service Provider will respond to public requests regarding delinquent notices and will prepare, as necessary, statements to the requesting party of all amounts delinquent including penalties, interest, and roll removal fees.
- **Removal from Rolls.** Service Provider will prepare correspondence to the Auditor's Office for removal of delinquent Special Taxes or Special Assessments from the tax rolls in the event these amounts are paid directly to the particular District.

- **Foreclosure Coordination.** Service Provider will assist in preparing documents submitted to the County requesting authorization of foreclosure action. Service Provider will provide delinquent amounts (including penalty and interest) to Foreclosure Counsel in the event that foreclosure proceedings are initiated.
- **Direct Payments.** Service Provider will coordinate direct collections of individual delinquencies and deposits with the Fiscal Agent.

**C. Municipal Disclosure**

- **Enhanced Disclosure.** Service Provider will review the required enhanced disclosure agreements to determine the requirements of continuing disclosure. Service Provider will assist the City in the preparation of informational updates, the reporting of Securities and Exchange Commission Rule 15c2-12(b)(5) significant events, and for Community Facilities Districts and Marks-Roos Bond Pooling Districts, providing a report to the California Debt and Investment Advisory Commission as required annually, and for cases in which the City utilizes a Reserve Fund to meet a debt service obligation.
- **Annual Reports.** Service Provider will prepare, in coordination with the City, various annual reports to meet the requirements of continuing disclosure. Reports may contain information about the District status including development and improvement status, assessed property tax value, tax rate, over-lapping bonded debt obligations, bond fund balances, portfolio details, delinquency status, absorption updates, and significant event reporting.
- **Dissemination.** Service Provider will, at the direction of the City, file required continuing disclosure reports with the Dissemination Agent for each District. Service Provider will post disclosure reports on our Internet Website.

**D. Notice of Special Assessment/Tax**

- **Secondary Disclosure.** At the request of a seller of taxable property within a Special District, Service Provider will provide the Notice of Special Assessment/ Tax document, as required by State Law. Services related to the request for disclosure documents from parties other than the County or property owner (e.g., real estate agents and title companies) will be at the expense of the requesting party pursuant to Article 4, Section 53340.2 of the Government Code.

**E. City Support Responsibilities**

Service Provider will coordinate with City staff to create a partnership to facilitate successful project completion. We will rely on the City to provide the following information and/or effort:

- Certified copies (where required) of Resolutions or other documentation required by the County for direct levy or assessment administration
- Adopt a resolution setting the public hearing for each District
- Direct the City Clerk to set the date and publish a notice for the public hearing
- Conduct public hearing

- ⊗ Adopt charges as proposed
- ⊗ Assistance in obtaining information that is annually researched and acquired by Consultant, such as land subdivision, and issuance of building permits and/or certificates of occupancy, as needed.

F. The following table is a sample timeline relating to City milestones/ deliverables.

MONTH	MILESTONE/DELIVERABLE
April	Obtain resolution numbers and provide to Service Provider
May	<ul style="list-style-type: none"> <li>▪ Adopt resolutions to set public hearings</li> <li>▪ Direct the City Clerk to publish the notice of public hearing</li> </ul>
June	<ul style="list-style-type: none"> <li>▪ Conduct public hearing</li> <li>▪ Provide Service Provider with certified resolutions</li> </ul>
July	Adopt changes as proposed

**G. Time of Work**

Our approach includes touring each District, which increases our familiarity and knowledge. This allows Service Provider to observe the progress of development and visually verify data provided by maps, building permits, and taxpayers. We understand this important aspect of our approach is an essential ingredient necessary to achieve excellent overall quality of our services for the benefit of the District, its citizens, and the bond community.

District Administration is a discipline that first and foremost is schedule driven. Missed milestones and deadlines can cause irreparable harm to the process and to the District. To accommodate project adjustments while maintaining the schedule and budget, the key task assignments for administration are provided in the following table:

MONTH	ADMINISTRATIVE TASK ASSIGNMENTS
January	Provide updated delinquency information through the first installment payments.
March	Initiate annual budgets for review and comment.
April	<p>Second Installment collection.</p> <p>Update Assessor Parcel Maps.</p>
May	<p>Categorize and classify all property according to the methodology and process or processes necessary parcel changes.</p> <p>Provide updated delinquency information through the second installment payments and determine which parcels need foreclosure initiation.</p>

<b>June</b>	Finalize needed information for District approval of budgets ordinance/resolution and authorization to commence foreclosures.
<b>July</b>	Coordinate necessary bond calls.  Record the notice of intent to strip and coordinate with the Auditor to remove delinquent parcels from the tax roll and forward parcels for foreclosures.
<b>July/August</b>	Submit per parcel levy to the Auditor and provide District with a copy of the final accepted levy reports.
<b>September</b>	Gather information for CDIAC and continuing disclosure.
<b>October</b>	Prepare and disseminate CDIAC required forms.
<b>November</b>	Provide draft of Continuing Disclosure Report for District's review and approval.
<b>December</b>	Finalize and provide for dissemination, the Continuing Disclosure Report.  First Installment collection.

In addition to the above referenced schedule, ongoing tasks include but are not limited to, providing information to City staff, property owners, and other interested parties regarding the Special Tax/Assessment and District information, processing prepayment calculations, and/or Letter of Credit calculations.

#### **H. Added Benefits of Service Provider**

Service Provider will provide the City access to proprietary computer system which allows all staff to access parcel information including, but not limited to, ownership, tax bill detail, tract and lot information, special tax/assessment levied, and delinquency data, both current and historical with no additional charge.

## City of Hemet District List

The following is a detailed list of City of Hemet Districts, their respective fund numbers and levy information. Fund numbers for the Streetlight and Landscape Maintenance Districts were derived from the FY 2013/2014 Engineer's Annual Levy Reports supplied by the City of Hemet. This list does not include any Districts which had a zero levy amount in the FY 2013/2014 Engineer's Annual Levy Reports.

### ***Community Facilities Districts (CFD)***

County Fund No.	County Fund Name	Parcel Count	Levy Amount
68-2399	CITY OF HEMET HEARTLAND CFD	1,210	\$771,592
68-2390	HEMET CFD 2005-1 PUB SAFETY SERV	1,600	\$460,552
	<b>TOTAL</b>	<b>2,810</b>	<b>\$1,232,144</b>

### ***Landscape Maintenance Districts (LMD)***

County Fund No.	County Fund Name	Parcel Count	Levy Amount
68-2406	HEMET LANDSCAPE DISTRICT	6,742	\$669,624
68-2410	HEMET LANDSCAPE DIST 19	8,475	\$248,081
68-2394	HEMET STONEY MOUNTAIN LANDSCAPE	307	\$80,209
68-2392	HEMET HEARTLAND LANDSCAPING DIST	1,460	\$410,348
68-8609	HEMET DIST 22 COTTONWOOD LDS	372	\$117,902
68-2396	HEMET CREAM HOMES LANDSCAPING	132	\$22,189
68-2398	HEMET MONTANA LANDSCAPING DIST	68	\$7,620
68-8601	HEMET DIST 23 WILDFLOWER LDS	179	\$10,597
68-8600	HEMET DIST 23 COVENANT LDS	55	\$14,817
68-8616	HEMET DIST 23-4 AUTUMN RIDGE LND	234	\$147,542
68-8618	HEMET DIST 23-5 MENLO I LND	76	\$7,296
68-8620	HEMET DIST 23-5B MENLO II LND	75	\$4,799
68-8611	HEMET DIST 24 KALPESH LDS	49	\$10,832
68-8612	HEMET DIST 25 FLORIDA AVE LDS	7	\$2,585
68-8624	HEMET DIST 26 WILLOWALK LND	427	\$7,686
68-8605	HEMET DIST 37 MONTERO LDS	85	\$32,803
68-8632	HEMET DIST SV INVESTMENTS LND	7	\$184

68-8640	HEMET DIST 42 EMERSON LND	100	\$3,186
68-8630	HEMET DIST 43 PALOMINO LND	13	\$2,408
68-8652	HEMET DIST 52 SEVEN HILLS LND*	4	\$22
68-8655	HEMET DIST 54 HABITAT LND	6	\$2,236
68-8657	HEMET DIST 55 SIERRA OASIS LND	2	\$7,460
	<b>TOTAL</b>	<b>18,875</b>	<b>\$1,810,426</b>

\* Dormant.

### ***Streetlight Maintenance Districts (SMD)***

<b>County Fund No.</b>	<b>County Fund Name</b>	<b>Parcel Count</b>	<b>Levy Amount</b>
68-2395	HEMET CREAM HOMES LIGHTING	132	\$8,004
68-2397	HEMET MONTANA LIGHTING DIST	68	\$3,206
68-2405	HEMET LIGHTING DISTRICT	7,267	\$394,212
68-2407	HEMET LIGHTING DIST NO.19	8,717	\$586,060
68-2408	HEMET PARKHILL LIGHTING DIST	693	\$30,492
68-2412	HEMET NORTH ANNEX LTG DIST	265	\$11,771
68-8599	HEMET DIST 23 COVENANT LTG	55	\$1,024
68-8602	HEMET DIST 23 WOODCREST LTG	170	\$10,605
68-8604	HEMET DIST 37 MONTERO LTG	85	\$7,053
68-8608	HEMET DIST 22 COTTONWOOD LTG	372	\$18,325
68-8615	HEMET DIST 23-4 AUTUMN RIDGE LTG	234	\$5,031
68-8617	HEMET DIST 23-5 MENLO I LTG	76	\$1,979
68-8619	HEMET DIST 23-5B MENLO II LTG	75	\$696
68-8626	HEMET DIST 31 HORSESHOE LTG	4	\$444
68-8627	HEMET DIST 35 ENCLAVE LTG	16	\$749
68-8629	HEMET DIST 43 PALOMINO LTG	13	\$546
68-8631	HEMET DIST SV INVESTMENTS LTG	7	\$180
68-8637	HEMET DIST 36 MCSWEENEY LTG	310	\$5,964
68-8639	HEMET DIST 42 EMERSON LTG	100	\$3,662
68-8644	HEMET DST 46 VILLA DE MADRID LTG	17	\$1,590
68-8648	HEMET DIST 50 LTG	25	\$24,449
68-8651	HEMET DIST 52 SEVEN HILLS LTG	4	\$1,410
68-8654	HEMET DIST 53 PRINCE PEACE LTG	1	\$3,050
68-8656	HEMET DIST 54 HABITAT LTG	6	\$961
68-8658	HEMET DIST 55 SIERRA OASIS LTG	2	\$2,563
	<b>TOTAL</b>	<b>18,714</b>	<b>\$1,124,026</b>

**All Districts**

<b>County Fund No.</b>	<b>County Fund Name</b>	<b>Parcel Count</b>	<b>Levy Amount</b>
N/A	Community Facilities Districts (CFD)	2,810	\$1,232,144
N/A	Landscape Maintenance Districts (LMD)	18,875	\$1,810,426
N/A	Streetlight Maintenance Districts (SMD)	18,714	\$1,124,026
	<b>TOTAL</b>	<b>40,399</b>	<b>\$4,166,596</b>

**EXHIBIT "B"**  
**COMPENSATION**

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

Project Manager	\$210.00
Quality Assurance and Quality Control Manager	\$190.00
GIS Consultant	\$210.00
Financial Analyst	\$140.00
Database Administrator	\$130.00
Technical Assistant	\$80.00

**II. Special District Administrative Service Fees**

**Community Facilities District**

The total annual fee proposed for CFD 1999-1 (Heartland) and 2005-1 (City Public Safety) is \$25,000.

**Landscape Maintenance District**

The total annual fee proposed for five (5) LMDs is \$17,184.

**Lighting Maintenance District**

The total annual fee proposed for six Districts of which three Districts overlap with parcels where the LMD is \$16,700.

The base fee for preparing any new annexation to Landscape or Lighting Maintenance District is \$2,555. However, Service Provider reserves the right to adjust this amount depending on the size of each project, its required services, and level of effort specific to the development. Prior to commencing this work, Service Provider will coordinate with the City as to the amount necessary to process the Engineer's Report. This amount will include Service Provider' fee and any processing fee by the City. Once this amount is deposited by the developer and Service Provider completes the Engineer's Report, Service Provider will bill the City its portion of the amount deposited from the developer.

NEWLY CREATED NUMBER OF PARCELS WITH THE ENGINEER'S REPORT	BASE FEE	PER PARCEL FEE
1 through 10	\$2,555	\$25.00
11 through 150	\$3,484	\$20.00
151 through 400	\$4,416	\$10.00
401+	\$5,347	\$ 2.50

**III. Notice of Special Assessment/Tax**

Service Provider will be compensated for services related to the preparation of Notices of Special Assessment/Tax pursuant to Article 4, Section 5334.02 of the Government Code.

**IV. Prepayment Calculations**

Service Provider will be compensated \$800.00 per Assessor Parcel Number requested for prepayment.

**V. Letter of Credit Calculations**

Each calculation will be dependent on the number of grant deeds provided and charged as follows:

NUMBER OF GRAND DEEDS PROVIDED FOR EACH CALCULATION	BASE FEE	PLUS PER PARCEL FEE
1 through 50	\$350	\$1.00
51 through 100	\$425	\$.75
101 through 300	\$500	\$.25
301+	\$575	\$.10

**VI. Arbitrage Compliance**

Arbitrage is a separate fee and will be negotiated separately if requested by the City. Service Provider can perform IRS Arbitrage Compliance for a variety of bond financing structures including but not limited to, special assessment bonds, revenue bonds, and certificates of participation, etc.

**VII. The total compensation for the Services shall not exceed \$61,884.00 annually, as provided in Section 4 “Compensation and Method of Payment” of this Agreement.**

## **EXHIBIT "C" INSURANCE**

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

Service Provider shall provide the following scope and limits of insurance:

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

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

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

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

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

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

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

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

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

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

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

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

2. Commercial General Liability and Automobile Liability Coverages.

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

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

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

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

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

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

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

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

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

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



# 15

# MINUTES

## REGULAR MEETING OF THE HEMET CITY COUNCIL

MARCH 25, 2014

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

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### Roll Call

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

ABSENT: None

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### Closed Session

#### Notice of Opportunity for Public Comment

There were no public comments presented at this time.

The City Council recessed to Closed Session at 6:01 p.m.

1. Conference with Labor Negotiators  
Pursuant to Government Code section 54957.6  
Agency designated representatives: City Manager Hill  
Employee organization:  
*Hemet Non-Sworn Police Employees Association*  
*Hemet Fire Fighters Association*  
*Service Employees International Union (SEIU) General Employees*
  2. Conference with Legal Counsel - Existing Litigation  
Pursuant to Government Code section 54956.9(d)(1)  
Name of case: Hemet Firefighters Association, et al. v. City of Hemet, et al.  
RSC Case No. RIC 1400175
  3. Conference with Legal Counsel - Anticipated Litigation  
One matter of significant exposure to litigation pursuant to Government Code section  
54956.9(d)(2) & (3)
-

## REGULAR SESSION

7:00 p.m.

City of Hemet Council Chambers  
450 E. Latham Avenue

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### Call to Order

Mayor Smith called the meeting to order 7:09 p.m.

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### Roll Call

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

ABSENT: None

OTHERS PRESENT: City Manager Hill, City Attorney Vail and City Clerk McComas

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### Invocation

Invocation was given by Megan Owen, Hemet-San Jacinto Interfaith Council

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### Pledge of Allegiance

Pledge of Allegiance was led by Mayor Pro Tem Milne

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## City Attorney Closed Session Report

4. Conference with Labor Negotiators

Pursuant to Government Code section 54957.6

Agency designated representatives: City Manager Hill

Employee organization:

*Hemet Non-Sworn Police Employees Association*

*Hemet Fire Fighters Association*

*Service Employees International Union (SEIU) General Employees*

**The City Council gave staff direction regarding the above listed bargaining units. There was no additional reportable action.**

5. Conference with Legal Counsel - Existing Litigation

Pursuant to Government Code section 54956.9(d)(1)

Name of case: Hemet Firefighters Association, et al. v. City of Hemet, et al.

RSC Case No. RIC 1400175

**The City Council gave staff direction. There was no additional reportable action.**

6. Conference with Legal Counsel - Anticipated Litigation

One matter of significant exposure to litigation pursuant to Government Code section 54956.9(d)(2) & (3)

**The City Council gave staff direction. There was no additional reportable action.**

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## **City Council Business Consent Calendar**

7. **Recommendation by Council Member Krupa** – Planning Commission Re-Appointment
  - a. Re-appoint Greg Vasquez to Seat 1 on the Planning Commission in order to fill a term expiration. The two year term will expire April 1, 2016.
  
8. **Recommendation by Council Member Krupa** – Park Commission Re-Appointment
  - a. Re-appoint Chuck Wright to Seat 1 on the Park Commission in order to fill a term expiration. The two year term will expire April 1, 2016.
  
9. **Recommendation by Council Member Krupa** – Traffic and Parking Commission Re-Appointment
  - a. Re-appoint Dave Oltman to Seat 1 on the Traffic and Parking Commission in order to fill a term expiration. The two year term will expire April 1, 2016.
  
10. **Recommendation by Mayor Pro Tem Milne** – Planning Commission Re-Appointment
  - a. Re-appoint Michael Perciful to Seat 2 on the Planning Commission in order to fill a term expiration. The two year term will expire April 1, 2016.
  
11. **Recommendation by Mayor Pro Tem Milne** – Park Commission Re-Appointment
  - a. Re-appoint Joe Cagliero to Seat 2 on the Park Commission in order to fill a term expiration. The two year term will expire April 1, 2016.
  
12. **Recommendation by Mayor Pro Tem Milne** – Traffic and Parking Commission Re-Appointment
  - a. Re-appoint Charles W. Cecchi to Seat 2 on the Traffic and Parking Commission in order to fill a term expiration. The two year term will expire April 1, 2016.
  
13. **Receive and File** – Investment Portfolio as of December 2013
  
14. **Receive and File** – Warrant Register
  - a. Warrant registers dated March 6, 2014 in the amount of \$1,286,920.34 and March 17, 2014 in the amount of \$2,764,902.04. Payroll for the period of February 17, 2014 to March 2, 2014 was \$609,478.55.
  
15. **Recommendation by Emergency Services** - Amendment to the Disaster Planning Commission
  - a. Adopt an ordinance amending Section 26.3 [Disaster Planning Commission – Established Membership] of the Hemet Municipal Code.  
**Ordinance No. 1878**

16. **Recommendation by Engineering** – Installation of Banners across Florida Avenue
  - a. Valley-Wide Recreation - Valley-Wide's Jurassic Classic 5k Mud Run taking place May 17<sup>th</sup>.
  - b. Ramona Humane Society – Oktoberfest taking place on October 18<sup>th</sup>.
  
17. **Recommendation by Police Department** – Award of Public Works Contract – SISK Rebuild Project
  - a. Award the contract to the lowest, responsive, responsible bidder CA Construction for the SISK Re-build project in the amount for \$1,237,000.00, and reject all other bids; and
  - b. Authorize the City Manager to enter into a Public Works Contract for the improvements, and authorize the City Manager to approve change orders up to the contingency reserve amount; and
  - c. Establish budget in the amount of \$1,390,700.00 for the cost of construction, construction equipment management, 10% contingency reserve, and associated costs related to the construction project and temporary relocation of personnel.
  
18. **Recommendation by Police Department** – FY 2013/14 State COPS Grant Expenditure Plan – AMENDED
  - a. Approve the proposed amended expenditure plan for the \$129,039 in State COPS Grant funding for FY 2013/2014; and
  - b. Authorize the Interim Finance Director to make the appropriate changes to the accounts assigned to this grant award.
  
19. **Recommendation by Administrative Services** – Declare City Vehicles and Equipment as Surplus
  - a. Declare listed City vehicles and non-functioning equipment as surplus to be sold at auction.

Item Nos. 7, 10 and 19 were removed from the Consent Calendar. **Council Member Youssef moved and Council Member Wright seconded a motion to approve the remaining Consent Calendars as presented. Motion carried 5-0.**

Item No. 19

**Council Member Wright**, asked about the condition of the vehicles and the ability to donate them to a non-profit.

**Kristen Jensen, Public Works Director**, all of our vehicles are donated internally first. The surplus vehicles are sent to auction to allow a fair process to obtain them.

**Mayor Smith**, requested that this item be continue to allow more time to review the lengthy list for other options.

**Mayor Smith moved and Mayor Pro Tem Milne seconded a motion to table this item to April 22, 2014. Motion carried 4-1. Council Member Youssef voted No.**

Item Nos. 7 and 10

**Mayor Smith**, expressed concern with the Planning Commission's 3-2 split vote regarding a recent CUP. The Hemet ROCS program is an integral part of the City's movement toward cleaning up Hemet. The Commissioners being recommended for re-appointment cast votes that were contradictory to Hemet ROCS.

**Council Member Krupa**, Commissioner Vasquez supports Hemet ROCS. His concern was with staff's report. Mr. Vasquez also approached his decision from a business point of view. I personally trust Mr. Vasquez to do his homework and make the decision that he feels in the best interest of the Community given the information presented. I have the utmost confidence in his integrity.

**Mayor Pro Tem Milne**, Commissioner Perciful takes a more libertarian approach. I don't always agree with Mr. Perciful. The applicants have the ability to appeal the Planning Commissions decisions with the City Council.

**Mayor Smith**, Hemet ROCS is not a perfect program. There are a number of ordinances that are being imposed on residents and business owners.

**Council Member Youssef**, also expressed concern with the recommendations for re-appointment. This was the Planning Commission first stress test of upholding a Hemet ROCS ordinance approved by the City Council. The decision set precedence and was not in support of Hemet ROCS.

**Council Member Wright**, as the liaison on the Planning Commission, both Commissioners have a lot of respect for the ROCS program. Their concerns were on the business side. I respected their opinions. Their concerns were presented respectfully and I would agree with the recommendation to re-appoint both Greg Vasquez and Michael Perciful.

**Mayor Pro Tem Milne moved and Council Member Krupa seconded a motion to approve Item No. 7 as presented. Motion carried 3-2. Council Member Youssef and Mayor Smith voted No.**

**Council Member Krupa moved and Mayor Pro Tem Milne seconded a motion to approve Item No. 10 as presented. Motion carried 3-2. Council Member Youssef and Mayor Smith voted No.**

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## Approval of Minutes

20. **March 11, 2014**

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

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## Discussion/Action Item

21. **Resolution of Necessity for Property Acquisition, 1275 N. Sanderson Avenue (APN: 444-030-007)** – Principal Engineer Monz

- a. Adopt a resolution authorizing the commencement of eminent domain proceedings so as to acquire 2,640 sf permanent road easement. Property Owner: Robert Campbell and Hsueher Hung. **Resolution No. 4565**

**Victor Monz, Principal Engineer**, this resolution will authorize the commencement and proceedings for eminent domain. The final segment to fully improve is the section owned by Robert Campbell and Hsueher Hung, 1275 N. Sanderson Avenue. Staff has worked with the property owner since 2005 trying to negotiate for the necessary right-of-way to complete the Sanderson Avenue Widening. The project was divided into two phases for constructability and right-of-way acquisition and currently has been sub-divided into three phases. In order to

complete the TUMF funded project, the City needs to acquire the property. The first two phases have been completed and all property owners dedicated the right-of-ways necessary to complete the improvements. Staff has completed all of the necessary steps to move forward with staff's recommendation to adopt a resolution of necessity for property acquisition. The City had until April 10, 2014 to get the construction project underway to protect the TUMF funding awarded to this project, given the situation the agreement will be extended.

**Council Member Youssef**, confirmed that the City made adequate attempts to negotiate with the property owners.

**Mr. Monz**, attempts to contact Mr. Campbell began June 24, 2005. The City offered to pay for all improvements in exchange for the right-of-way. Letters were sent on June 24, 2005 and April 29, 2010 and were unanswered. Mr. Monz personally visited the property owners during that time.

**Council Member Youssef**, asked what the City will lose from TUMF if this project does not get completed.

**Mr. Monz**, approximately \$100,000 will be lost and spent on another TUMF project most likely not in Hemet.

**Eric Vail, City Attorney**, the City has done its due diligence in compliance with State Law. In March, the City offered to pay the property owners \$10,000 for the property based on a full narrative appraisal. The 78 page appraisal was summarized and given to the property owner. The City's offer to pay will not be revoked and negotiations will continue. The \$10,000 offer will be held by the court during this process.

**Mayor Smith**, expressed discomfort with eminent domain and government intruding on private property rights. However, I do understand the loss of a large amount of money and the need to complete the improvements. Mayor Smith asked staff if everything possible was done to bring this to fruition prior to this process.

**Mr. Monz**, yes I do believe that the City has done everything possible. The property owners were offered payment at the highest and best use of the property. The City will still negotiate with the property owner.

**Andrea Smith, Hemet**, expressed concern that there was five year lapse in communication.

**Mr. Monz**, staff made personal visits during that time period. After negotiations were not successful, the project was split into two phases and efforts were focused on the other phase.

**Mayor Pro Tem Milne**, asked if the Campbell's were notified of this public hearing and if they are present. Mayor Pro Tem expressed concern with the improvements not being completed, yet does not like the idea of eminent domain.

**Mr. Monz**, the property owners are not present but were notified according to State Law.

**Council Member Krupa**, as property owners we don't want government to take our property. As Council Members, we need to safeguard the people that are going through our City. This right-of-way is necessary to complete the improvements on a major roadway. This is a tough decision

**Council Member Youssef**, asked staff to continue to reach out to the property owners. Council Member Youssef expressed concern that the property owners did not appear or have not responded. It is the job of the City to make sure that the road is safe for residents and the TUMF funding will help complete the project.

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

The City Council heard Item No. 23 at this time.

22. **Business Recognition** – Community Investment Director Jansons

- a. Establish an approval process for issuance of business recognition instruments.  
Option 1: Form a two member Council Ad Hoc Committee to approval all recognitions, or  
Option 2: Obtain approval from Mayor or Council designee prior to issuance of recognitions.

**John Jansons**, the existing Business Recognition and Appreciation Program, as an element of Hemet's BEST (Building Economic Success Together) campaign, is used to augment existing business retention and expansion activities. To avoid any misalignment with the City Council, staff is recommending that the City Council consider one of the listed procedures to ensure Council consent for business recognition.

**Andy Anderson, Hemet-San Jacinto Chamber of Commerce**, appreciates the City Council's desire to recognize businesses in the City.

**Mayor Smith**, requested that the process not impede the City Council and staffs ability to respond quickly. If it is the pleasure of the City Council to have an Ad-Hoc Committee there must be provisions for emergency recognition.

**Council Member Wright**, suggested that the City Council welcomes new or newly relocated businesses instead of recognizing them. There is also the situation where City Council members attend Ribbon Cuttings for businesses that are new to the Chamber and do not have any type of certificate to present. In one situation, the business was presented with a "Shop Local Sign". Council Member Wright concurs that the business needs to receive something from the City, but not necessarily a certificate of recognition. Council Member Wright feels that the City needs to whole heartedly support Chamber events.

**Council Member Krupa**, we have all been at an event to recognize a new or relocating business and had nothing to present. Our efforts need to be focused on new business in Hemet, not new Chamber of Commerce members.

**Mayor Pro Tem Milne**, expressed concern with regard to picking and choosing the type of business to welcome. All new businesses need to be welcomed.

**Council Member Krupa**, the decision does not need to be made by the City Council, however the criteria should.

**Keith Broaders, Hemet**, concurred that the City Council can not show favoritism. If the business employs residents and brings in tax dollars they should be treated with respect and courtesy.

**Council Member Krupa**, recommended that an Ad-Hoc Committee be formed to determine the criteria after which the program will be administered by staff.

**Council Member Youssef moved and Council Member Krupa seconded a motion to form an Ad-Hoc Committee, Council Member Krupa and Mayor Pro Tem Smith, to prepare the criteria for welcoming new business the program will be administered by staff. Motion carried 5-0.**

23. **Amendment to Chapter 18, Article VI (Motion Picture and Television Production) of the Hemet Municipal Code** – Community Investment Director Jansons

- a. Introduce, read by title only and waive further reading on an ordinance amending Chapter 18, Article VI (Motion Picture and Television Productions) of the Hemet Municipal Code; and
- b. Selection either Alternative A which includes a reimbursement of Transient Occupancy Tax for film industry personnel or Alternative B which does not.

**Ordinance Bill No. 14-006**

**John Jansons, Community Investment Director**, on July 10, 1990, the City Council adopted Resolution No. 2843 establishing regulations, permits and fees for motion picture and television productions pursuant to Ordinance No. 1393 adopted on July 24, 1990. On September 23, 2013, Riverside County adopted Ordinance No. 634.2 establishing new policies for film production incentives. On October 22, 2013, the City Council directed staff to prepare necessary documents to consider film production incentives. The incentives proposed in this ordinance substantially mirror the incentives adopted by the County and include the following: waiving City film permit fees; permitting filming on City-owned property at no charge; reimbursement of Transient Occupancy Tax (Bed Tax) for room nights stayed in the City during film production; utilize a "one stop" film permit processing center; eliminate requirement to hold City business license; and develop program policies and material to recruit and support film industry. For the City Council's consideration, staff has provided an alternative version of the ordinance (Alternative B) that does not provide a reimbursement of the Transient Occupancy Tax. The ordinance proposed that the City Manager or his designee is authorize and directed to promulgate rules and regulations governing the form, time and location of any film activity within the City. They shall also provide for the issuance of permits. The rules and regulations are based on the following criteria: the health and safety of all persons; avoidance of undue disruption of all persons within the affected area; the safety of property within the city; and traffic congestion at particular locations within the city. The proposed ordinance was developed to conform to the State of California "Model Film Ordinance" and with the input from representatives of the CA Film Commission, the Inland Empire Film Commission and best practices in use throughout the State. Staff is recommending that the City Council approval one of the two proposed ordinances.

**Jeff Stone, Riverside County 3<sup>rd</sup> District Supervisor**, the County of Riverside adopted an ordinance that offered similar incentives and streamlined the permit process. The benefit is that when you have movies and commercials coming into your area, they bring money. They eat, get catered food, and buy supplies for their props in your local stores. The film industry did most of its filming in the Hollywood and LA areas. Because of California's unfriendliness and fees, film companies are traveling to other areas, mostly Canada, to film and spend their money. Since the County adopted the ordinance, we have reimbursed 7 film crews. We have met with all of the 28 cities in the area asking them to follow suit. The County has seen a 37% increase in film permit issuance since the adoption of the ordinance. There are a lot of wonderful locations with great props in this County.

**Council Member Krupa**, I was here in the 90's when "Sea Biscuit" was filmed here and it was a huge impact on the community. Council Member Krupa asked if other area cities are following through with this. Council Member Krupa asked Supervisor Stone what the County of Riverside's TOT rate is.

**Supervisor Stone**, the County's rate is 10%. The crew pays the TOT and the County rebates it back. We hope they go to our hardware stores for supplies, eat in our restaurants and use local caterers on set. If we are competitive we can try to keep Hollywood close to Hollywood.

**Mayor Smith**, asked if all of the components are essential including the TOT reimbursement.

**Supervisor Stone**, directors are making their decisions from a business stand point. The more incentives you offer the better you will fair.

**Council Member Wright**, concurred with the benefits. There were a number of jobs created during the filming of Sea Biscuit.

**Supervisor Stone**, there were 500 extras used in a movie filmed in Temecula with Jack Lemon. It was a lot of fun.

**Council Member Youssef**, agrees with the reimbursement of the TOT. The producers do care about saving money. The decision to film Marvel's the Avengers in San Antonio was due to the tax credit offered. That created 9,000 temporary jobs and added substantial money into the economy and households. The setting was supposed to be New York.

**Council Member Youssef moved and Council Member Krupa seconded a motion to introduce, read by title only and waive further reading of Alternative A version of Ordinance Bill No. 14-006. Motion carried 5-0.**

The Ordinance was read by title only.

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## Communications from the Public

**Andy Anderson, Hemet-San Jacinto Chamber of Commerce**, invited the City Council attend the Business Expo at the Ramona Bowl from 4:00 to 7:00 p.m. on Wednesday, March 26<sup>th</sup>.

**Kevin Morningstar, Hemet**, Hemet is my home which I take great pride in. Mr. Morningstar expressed concern with the moral and reputation of Hemet. Mr. Morningstar suggested that the City reach out to the internet groups. I was unaware of a number of things that were discussed this evening. Mr. Morningstar suggested that the City reach out to the unions, many of the members are good honest people that want to help. The churches all have volunteer groups that need guidance. Make the residents that are complaining proud to be residents of Hemet. There are three boy scouts troops in this town and they love to help. I don't want to leave, but I don't like people talking bad about Hemet.

**Mayor Smith**, asked Mr. Morningstar to leave his contact information with the City Clerk.

**Keith Broaders, Hemet**, formed a group called the "The Hemet Think Tank". Mr. Broaders is preparing, and soon will be offering, lessons on the US Constitution that will be available online to take at your own pace. It is imperative that the Country have an informed electorate.

**Dale Hinkley, Hemet**, explained his former situation. Mr. Hinkley suggested that residents follow known prostitutes with signs that read "Jesus died for her too". Mr. Hinkley feels that this will reduce the prostitution since no one will solicit their services.

**Joy Ward, Hemet**, appreciates the updates from the Police Department and Community Development. Ms. Ward recommended that Public Works and Community Investment give the community updates. Ms. Ward expressed concern with the hiring of new personnel and Mr. Bradley's extended contract when we don't have the money for our Fire Department.

**Nancy Seegelken, Hemet**, spoke in support of Hemet Fire Department. Ms. Seegelken expressed concern that the Council Members did not campaign saying they would contract out Fire. Ms. Seegelken expressed concern that fire equipment purchased with tax dollars will be given to the County and suggested that it be considered on loan instead. Other concerns expressed were that CalFire would raise their rates and not meet the mandated response times. The decision to contract out Fire should be voted on by the residents.

**Gary Cutler, Hemet**, asked to be included in any outreach programs for the homeless.

**Carolyn Sherwood, Hemet**, expressed concern with the weekly closure of the parks. There are a number of churches that are helping the homeless.

**Mayor Smith**, the County of Riverside provides a number of services for the homeless.

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## City Council Reports

### 24. CITY COUNCIL REPORTS AND COMMENTS

#### A. Council Member Krupa

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

**Council Member Krupa**, announced the following events leading up the beginning of the Ramona Pageant Season.

The Hemet-San Jacinto Chamber of Commerce will hold a Business Expo on March 26<sup>th</sup> at the Ramona Bowl.

The Ramona Pageant Parade will be held on Saturday, March 29<sup>th</sup>.

A Victoria Tea and Fashion Show will be held at the Library on March 30<sup>th</sup>.

The 91<sup>st</sup> year of the Official Outdoor Play of California "Ramona" begins on April 12<sup>th</sup>

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

#### B. Council Member Wright

1. Park Commission
2. Planning Commission

**Council Member Wright**, the Planning Commission is almost done with the amended Sign Ordinance.

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

**Council Member Wright**, attended the Golden Village Academy Gala. Out of the 328 people in attendance, half were snow birds from Canada. The snow birds love to come to Hemet and are in support of the proposed extended time.

#### C. Council Member Youssef

1. Western Riverside County of Governments (WRCOG)
2. Riverside County Transportation Commission (RCTC)

#### D. Mayor Pro Tem Milne

1. Library Board

**Mayor Pro Tem Milne**, the Friends of Library will be sponsoring a free event featuring Andrew Moses on the Clarinet, May 10<sup>th</sup>.

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

6. Disaster Planning Commission

**Mayor Pro Tem Milne**, I'm glad that this ordinance was adopted and am looking forward to getting this Commission together.

**Mayor Pro Tem Milne**, expressed appreciation to Chief Brown and Capt. Webb for the implementation of the City's "Special Needs Registry". As a mother of a Down Syndrome son this is a huge benefit. Hemet is the first City in Riverside County to offer this. The form includes the height, a picture, habits and idiosyncrasies.

**Chief Brown**, forms are available at the Police Department and the sub-stations.

E. Mayor Smith

1. League of California Cities
2. Riverside County Transportation Commission (RCTC)
3. Western Riverside County of Governments (WRCOG)
4. Public Safety Update
5. National League of Cities

**Mayor Smith**, just attended the National League of Cities conference in Washington, DC. The Canadian contingency that wants to come to the US for a short visit or to shop is charged with a 30-day visit each time. Currently, they are allowed to spend 6 months per year in the US. There is a lot of support for the extended stay from our Snow Birds at Golden Village RV Resort. Mayor Smith met with representatives spreading the message that this region needs funds for transportation, to keep Highway 79 in mind and continue to look for funding sources for public safety. Mayor Smith expressed frustration that federally funded programs such as Freddie Mac and Fannie Mae are exempt from the City's ordinances. Mayor Smith recommended that the City Council develop a Federal Legislative agenda.

F. Ad-Hoc Committee Reports

1. Crime Stoppers Plus Ad-Hoc Committee
2. West Hemet MSHCP Ad-Hoc Committee
3. Regent Development Agreement Ad-Hoc Committee

G. City Manager Hill

1. Manager's Reports

**Wally Hill, City Manager**, introduced Peter Bryan, Interim Fire Chief. Chief Bryan has 37 years of experience in California, 27 years as Chief.

**Chief Bryan**, thanked Mr. Hill and the City Council for the privilege to be Hemet's Fire Chief.

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## Future Agenda Items

City Council Strategic Planning Session

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## Adjournment

Adjourned at 9:13 p.m. to Tuesday, April 8, 2014 at 7:00 p.m.



#16

# MINUTES

## REGULAR MEETING OF THE HEMET CITY COUNCIL

April 8, 2014

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

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### Roll Call

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

ABSENT: Council Member Youssef

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

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### Work Study

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

1. Development of HOME Program Consortium – Stephanie Adams, Housing Specialist III Riverside County Economic Development Agency

**Stephanie Adams, Riverside County Economic Development Agency**, gave the City Council a powerpoint presentation regarding the proposed HOME Consortium. In 1990 Congress enacted the Cranston-Gonzalez National Affordable Housing Act which created the HOME Investment Partnership Program. HOME provides funds to state and local governments for acquisition/rehabilitation, new construction and down payment assistance. The formula grant was provided to jurisdictions that meet a minimum threshold. Cities that do not meet the minimum threshold must apply through the State on a competitive basis. Cities that do not meet the threshold to receive HOME funds may form a Consortium. The funds are guaranteed to remain local. Cities then do not have to compete for State funding. It is anticipated that an additional \$932,000 a year will be available for agencies in the Consortium. This program creates jobs, promotes economic development and allows for homeownership opportunities to qualified homebuyers. To date the County of Riverside has assisted 572 homeowners with down payment assistance. Cities and the County can market the program to working professionals such as teachers, public safety, retail managers, government employees and small business owners. The Consortium must meet the minimum \$750,000 threshold. Funds are expended on a first come first serve basis. The Consortium period is for three consecutive years starting in fiscal year 2015. Cities may end participation at the end of each three year term. The County will act as the lead agency.

**Mayor Smith**, asked about the criteria for meeting the threshold.

**Ms. Adams,** If congress allocates above \$1.5 Billion, the threshold is \$500,000.00. If Congress allocates below \$1.5 Billion, the threshold is \$300,000.00. The City of Hemet is currently a little over \$200,000.00, based on a Federal formula.

**Mayor Smith,** are the down payments a gift or are the homeowners to pay them back.

**Ms. Adams,** the down payment is forgivable after 15 years in the home.

**Mayor Smith,** asked what cities have agreed to participate.

**Ms. Adams,** currently in the consortium are the cities of Indio, Palm Desert, Palm Springs, Lake Elsinore and Temecula.

**Council Member Krupa,** asked for a list of the cities that participate in the program through CDBG.

**Ms. Adams,** Banning, Beaumont, Desert Hot Springs, Eastvale, Indian Wells, Jurupa Valley, Murrieta, Blythe, Canyon Lake, La Quinta, Coachella, Norco, San Jacinto, and Wildomar.

**Council Member Wright,** asked about the criteria to qualify as a first time home buyer and confirmed that all applications will go through the County.

**Ms. Adams,** applications will be submitted to the County and the application will have to be pre-qualified with the regular requirements, such as income level and debt to income ratio. An average time-frame to complete the pre-qualification is a couple of weeks.

**Council Member Wright,** are there limitations to the number of applications or dollar amount of funding per city.

**Ms. Adams,** funds will be allocated on a first come first serve basis. Cities are encouraged to do their own marketing and outreach to get the word out.

**Mayor Pro Tem Milne,** the Government is not a bank lending facility.

**The City Council gave direction to staff to bring this item back with more information for City Council consideration.**

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## Closed Session

### Notice of Opportunity for Public Comment

There were no public comments presented at this time.

The City Council recessed to Closed Session at 6:15 p.m.

**Council Member Youssef arrived 6:25 p.m.**

2. Conference with Real Property Negotiators  
Pursuant to Government Code section 54956.8  
Property: *APN: 456-050-013 and 022, Northwest corner of Sanderson and Stetson Avenues*  
Agency negotiator: *City Manager Hill*  
Negotiating parties: *Stetson Crossing Partners, LLC*  
Under negotiation: *Acquisition, Price and Terms*
  
3. Conference with Labor Negotiators  
Pursuant to Government Code section 54957.6  
Agency designated representatives: *City Manager Hill*  
Employee organization:  
*Hemet Fire Fighters Association*

4. Conference with Legal Counsel - Existing Litigation  
Pursuant to Government Code section 54956.9(d)(1)  
Name of case: *Randy Cordero v. Hemet Police Department et al.*  
*USDC Case No. EDCV 10-01935-JAK-PJW*
  
  5. Conference with Legal Counsel - Anticipated Litigation  
One matter of significant exposure to litigation pursuant to Government Code section 54956.9(d)(2) & (3)
- 

## **REGULAR SESSION**

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

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### **Call to Order**

Mayor Smith called the meeting to order at 7:06 p.m.

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### **Roll Call**

PRESENT: Council Members Krupa, Wright and Youssef, Mayor Pro Tem Milne and Mayor Smith  
ABSENT: None  
OTHERS PRESENT: City Manager Hill, City Attorney Vail and City Clerk McComas

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### **Invocation**

Invocation was given by Bracha Meyerwitz, Hemet-San Jacinto Interfaith Council

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### **Pledge of Allegiance**

Pledge of Allegiance was led by Chief Brown

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## **City Attorney Closed Session Report**

6. Conference with Real Property Negotiators  
Pursuant to Government Code section 54956.8  
Property: *APN: 456-050-013 and 022, Northwest corner of Sanderson and Stetson Avenues*  
Agency negotiator: *City Manager Hill*  
Negotiating parties: *Stetson Crossing Partners, LLC*  
Under negotiation: Acquisition, Price and Terms

**Council Member Youssef**, recused himself from this discussion due to the close proximity to his primary residence.

**The City Council received a briefing on the public transaction and gave direction to the Agency Negotiator. There was no additional reportable action.**

7. Conference with Labor Negotiators  
Pursuant to Government Code section 54957.6  
Agency designated representatives: City Manager Hill  
Employee organization:  
*Hemet Fire Fighters Association*

**The City Council received a briefing and gave direction to the Agency Representative. There was no additional reportable action.**

8. Conference with Legal Counsel - Existing Litigation  
Pursuant to Government Code section 54956.9(d)(1)  
Name of case: *Randy Cordero v. Hemet Police Department et al.*  
*USDC Case No. EDCV 10-01935-JAK-PJW*

**The City Council received a briefing from the City Attorney and gave direction on how to handle the case. There was no additional reportable action.**

9. Conference with Legal Counsel - Anticipated Litigation  
One matter of significant exposure to litigation pursuant to Government Code section 54956.9(d)(2) & (3)

**The City Council received a briefing. There was no additional reportable action.**

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## Presentations

10. Recognition of Retiring Police Canines "Niko" and "Rosco"

**Chief Brown**, the K-9 program was established in 1981. The City has deployed 10 K-9's during the program's history. The mission of the Hemet Police Department's Canine Unit (K-9) is to maintain a team of highly-trained officers and canine partners who are prepared and equipped to assist in critical incidents which go beyond the scope of normal police operations. Hemet Police K-9's are funded almost entirely through community donations. Hemet Elks, Gosch Family and many generous "snow birds" of Golden Village Palms Resort. The handlers have to meet the following: willingness to volunteer 1000's of hours; demonstrate an interest in working with PSD; excellent work ethic; be in top physical condition; and have the ability and desire to care for K-9 24/7. The dogs become part of the family. The Canines are Belgian Malinois. They are hand selected by a trainer in Europe to fit the Handler's personality. They are trained from birth to be playful, loyal and obedient. The teams attend a 5-week training academy and train 2 times a week with regional agencies to keep their skills sharp. Both of these K-9's have stellar careers serving this community.

"Niko" is assigned to 14-year Hemet Police Veteran Patrick Long. Pat & Niko have been together 5 years. The team has conducted 230 building searches and 285 area searches for suspects, articles and lost-missing people. Niko made 212 arrests or apprehensions and attended 100's of public events. Niko competed and won awards all over California and was awarded "Top Dog" in 2011 Regional K-9 Trial.

"Rosco" is assigned to 10-year Hemet Police Veteran Derek Maddox. Rosco loves to work and would work every day if his handler would let him. Rosco loves community events and wrestling with kids as much as he does chasing bad guys and searching buildings. Rosco

has worked over 14,300 hours and over 1,000 deployments in his career. The team has conducted 255 building searches and 29 area searches. Rosco has served in 175 agency assists with RSO, CHP, US Marshalls Office, Secret Service, US Postal Inspectors and Hemet/Murrieta Regional SWAT. Rosco has attended 180 community events. Rosco's service has led to convictions that would not have been filed and is famous for attic searches.

Chief Brown thanked both teams for their service and with the approval of the City Council these dogs will become part of their handler's families.

Proclamations were read and presented to both K-9 Teams.

**Mayor Smith**, these are real warriors and real troopers. Everyone talks about needing more "boots on the streets" but we need to make sure that we continue to keep "paws on the pavement". During a ride-along with Officer Maddox and Rosco a call of a potential break-in at K-Mart came over the radio. Rosco swept that entire attic store and came out with is tail wagging as if to tell us that it was all clear. The purchase of Canines is not in the City's budget, continued community donations and support is necessary to keep this program going.

11. Proclamation proclaiming April as Sexual Assault Awareness Month and April 23, 2014 is National Denim Day

**Gale Hepner, CASA Executive Director**, April is Sexual Assault Awareness Month and April 23rd is National Denim Day. Ms. Hepner told the City Council about all of the events this month that will help bring awareness. Ms. Hepner thanked the City Council for their continued support. Ms. Hepner distributed flyers regarding CASA's Annual Bra Drive "It's No Secret" and explained the reason.

The Proclamation was read.

12. Proclamation proclaiming April 28, 2014 as Arbor Day

**Kristen Jensen, Public Works Director**, this is the 27<sup>th</sup> year that the Arbor Day Foundation has recognized the City of Hemet as a Tree City USA. We pride ourselves on that, we don't take tree removals lightly and we plant more trees than we remove.

The Proclamation was read.

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## **City Council Business Consent Calendar**

13. **Receive and File** – Investment Portfolio as of January 2014
14. **Receive and File** – Warrant Register
  - a. Warrant register dated March 20, 2014. Payroll for the period of March 3, 2014 to March 16, 2014 was \$622,819.13.
15. **Recommendation by City Manager** – Ratification of Appointment of Interim Fire Chief
  - a. Ratify the City Manager's appointment of Peter Bryan as Interim Fire Chief, effective March 24, 2014.

16. **Recommendation by City Manager** – CalPERS Resolution on Intention to Approve an Amendment to the Contract between the Board of Administration California Public Employees’ Retirement System and the City Council of the City of Hemet
  - a. Authorize the Mayor to sign the California Public Employees’ Retirement System (CalPERS) Resolution of Intention initiating the amendment process through CalPERS to allow cost sharing of the Employer Contribution to CalPERS with the ‘classic’ CalPERS members of the Hemet Police Officer’s Association and the Hemet Police Management Association.  
**Resolution No. 4566**
  
17. **Recommendation by City Clerk** – Policy for the Distribution of Tickets and Passes
  - a. Adopt a resolution adopting policy for the distribution of tickets and passes under section 18944.1 of Title 2 of the California Code of Regulations.  
**Resolution No. 4567**
  
18. **Recommendation by Community Investment** - Amendment to Chapter 18, Article VI (Motion Picture and Television Production) of the Hemet Municipal Code
  - a. Adopt an ordinance amending Chapter 18, Article VI (Motion Picture and Television Productions) of the Hemet Municipal Code.  
**Ordinance No. 1879**
  
19. **Recommendation by Engineering** - Award of Bid for the 2013 Missing Link Sidewalk and ADA Ramps, City Project No. 5576
  - a. Award the contract to the lowest, responsive bidder, Black Rock Construction Company for the 2013 Missing Link Sidewalk and ADA Ramps, CIP 5576 in the amount of \$181,525, and reject all other bids; and
  - b. Authorize the City Manager to enter into a construction contract for the improvements; and
  - c. Establish a budget in the amount of \$59,790 in fund No. 223-5576-5500 for the cost of construction, being reimbursed from the SB 821 Grant Program, establish budget in 240-3991-5500 in the amount of \$59,790 for the 50% matching funds to the SB 821 Grant Program from the CDBG award, establish budget in fund 240-3991-5500 in the amount of \$61,945 for the remainder of construction from the CDBG award, establish budget in fund 240-3991-2710 in the amount of \$15,000 for surveying and geotechnical engineering and establish budget in fund 240-3991-1100/1400 in the amount of \$30,000 for staff design, administration costs and inspection costs both from the CDBG award.
  
20. **Recommendation by Engineering** – Dedication of Street Right-of-Way – The Breliant Irrevocable Trust – APN’s: 456-030-001 and 002, 2,373 of Sanderson Avenue from Acacia to Wentworth and SW corner of Sanderson Avenue and Acacia Avenue
  - a. Accept the attached Grant Deeds for public street purposes; and
  - b. Authorize the City Clerk to record it with the County of Riverside Recorder’s Office.

21. **Recommendation by Engineering** – Award of Bid for the Sanderson Avenue Widening - 1275 N. Sanderson Avenue, City Project No. 5449-3
  - a. Award the contract to the lowest, responsive bidder, Lee & Stires, Inc. for the Sanderson Avenue Widening – 1275 N. Sanderson Avenue; City Project 5449-3 in the amount of \$73,524 and reject all other bids; and
  - b. Authorize the City Manager to enter into a construction contract for the improvements; and
  - c. Establish budget in the amount of \$73,524 in fund No. 329-5449-5500 for the cost of construction, establish budget in 329-5449-2710 in the amount of \$25,000 for surveying, geotechnical engineering and utility relocations and establish budget in fund 329-5449-1100 in the amount of \$19,500 for staff design, administration costs, project management and inspection costs.
  
22. **Recommendation by Public Works** – Award of Bid to Roadline Products Inc., USA of Downey for the Purchase of a Stencil Truck
  - a. Approve the purchase of a 2014 Ford F-450 from Roadline Products Inc., USA, of Downey in the amount of \$96,498; and
  - b. Authorize the City Manager to execute the purchase order for the same.
  
23. **Recommendation by Police Department** – Retirement of Police Canines “Niko” and “Rosco” and Transfer of Ownership to Handlers
  - a. Authorize the Police Department to retire and declare as surplus police canines “Niko” and “Rosco”; and
  - b. Authorize the sale and transfer ownership of “Niko” to his handler, Patrick Long, for \$1.00; and
  - c. Authorize the sale and transfer of ownership of “Rosco” to his handler, Derek Maddox, for \$1.00.
  
24. **Recommendation by Community Development** – First Amendment to the Agreement for Consultant Services between the City of Hemet and BMLA, Inc. for Contract Planning Services
  - a. Approve the First Amendment to the Consultant Services Agreement between the City of Hemet and BMLA, Inc. to authorize additional services, extend the contract term, and increase the existing contract amount by an additional \$40,000 to be funded by developer deposits and special project funds in the current Planning Division Budget for FY 13-14.
  
25. **Recommendation by Community Development** – First Amendment to the Agreement for Consultant Services between the City of Hemet and Moore Iacofano Goltsman, Inc. (MIG) for Advanced Planning Contract Services
  - a. Approve the First Amendment to the Consultant Services Agreement between the City of Hemet and MIG, Inc. to authorize additional services, extend the contract term, and increase the exiting contract amount for time and materials not to exceed \$30,000 for be funded by developer deposits and special project funds in the current Planning Division Budget for FY 13-14.

Item Nos. 22 and 23 were removed from the Consent Calendar. **Mayor Pro Tem Milne moved and Council Member Krupa seconded a motion to approve the remaining Consent Calendar items as presented. Motion carried 5-0.**

Item No. 22

**Mayor Smith**, stenciling is taken for granted. There is a huge liability and it our responsibility to make sure we stay on top of it.

**Kristen Jensen, Public Works Director**, this vehicle is used to paint the legends, warning drivers of what is coming up. The old truck was taken out of service approximately 14 months ago due to exhaust problems. Since that time staff has prioritized the requests. It is time for to repaint all legends. Legends near schools will be done first. The vehicle is unleaded fuel the CNG alternative was \$30,000 more.

**Council Member Wright**, expressed concern that the previous vehicle only had 95,000 miles on it.

**Ms. Jensen**, the equipment uses the engine to run and puts additional hours on it.

**Council Member Wright**, ask staff if grant funding for the CNG vehicle was available.

**Ms. Jensen**, grant funding for non-heavy vehicles has not been available. The City receives subvention funds that help convert from diesel to alternative fuels.

**Joy Ward, Hemet**, expressed concern that the vehicle is being purchase from a dealer in Downey and not locally.

**Ms. Jensen**, there was no response from the local vendor for the last two truck bids.

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

Item No. 23

**Council Member Youssef**, ask how the Canines are funded.

**Chief Brown**, the handler provides training and feed. The Community has assisted in funded the Canines in the past.

**Council Member Youssef**, we hope that the Community will continue to support the Canine program.

**Chief Brown**, staff is recommending that the City Council authorize the Department to retire the Canines and approve the sale and transfer to their handlers.

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

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## Public Hearing

26. **Specific Plan Amendment No: 14-001 (McSweeny Farms)** – Community Development Director Elliano
- a. Conduct a public hearing; and
  - b. Introduce, read by title only and waive further reading on an ordinance approving SPA 14-001 amending the McSweeny Farms Specific Plan (SP-01) for the property located east of State Street, north of Newport Road and Gibbel Road, subject to conditions of approval **Ordinance Bill No. 14-004**; and
  - c. Direct staff to file a Notice of Determination with the County Clerk.

**Deanna Elliano, Community Development Director**, the proposed amendments are to modify the use of Planning Area No. 35 of McSweeney Farms Specific Plan No. 01-02 from an equestrian center to an 8-acre private park for McSweeney Farms residents. Also proposed is an amendment to adjust the construction phasing for Planning Area No. 35 (the Park site) and include design review procedures for merchant builders to submit plans to the Master Developer for review. McSweeney Farms Specific Plan (SP 01-02) is a master planned community of 673 acres, approved in 2003. The plan included 1,640 single family dwellings to be constructed in 3 phases. Phase 1 partially completed when the recession hit, master developer (Sun-Cal) lost the property to receivership. McSweeney Recovery Acquisition purchased the property in 2009, and has become the master developer, working with the HOA and the home builders in Phase 1. An aerial photograph of the area was displayed. A map showing the General Plan Use Designations was also displayed. Also displayed was a Specific Plan Land Use Map. Planning Area 35 is designated in the SP for a future equestrian center to be maintained by Valley Wide Recreation and did not have a funding source specified. There is no agreement in place or interest by Valley Wide to construct & operate an equestrian center at the site. 73 lots in the SP allow for horse-keeping (4.4% of the total units). 43 equestrian lots have been constructed to date, with limited horse keeping actually occurring. Equestrian trails exist throughout the development and would remain. The Master Developer and the Homeowners Association discussed recreational alternatives for the site. The Master Developer is proposing a use that the majority of the residents would benefit from, since the residents would be paying for the long term maintenance and operation of the park. This will be a private park for the use of the SP residents and maintained by the HOA. The park would be constructed in Phase 2 of the development. Pictures were displayed showing Planning Area 35. The conceptual private park plans include a: dog park; dog run; pickle ball courts; bocce ball area; volleyball court; community garden; and covered seating area. Conceptual views of the entry gate, the dog park and internal areas were displayed. In summary, SPA 14-001 proposes to revise the use of Planning Area No. 35 from an equestrian center to a private park for use by the McSweeney Farms residents, and update the corresponding exhibits and tables in the Plan. Minor "clean-up" edits of the SP text are proposed. Also proposed is the addition of a provision that the Merchant Builder submit their proposed architectural plans to the Master Developer for initial review, prior to formal submittal to the City. Public notices were mailed to all property owners located in the McSweeney Farms Specific Plan in addition to property owners located within 300 feet of the Specific Plan. The Planning Commission held a public hearing on March 4, 2014. All members of the public who spoke were in favor of the proposal. The Planning Commission unanimously recommended approval to the City Council. The General Plan designates Planning Area No. 35 as Park/Recreation. The proposed use of a private park for the McSweeney Farms residents use is consistent with the General Plan Park/Recreation land use designation. It is recommended that the City Council conduct a public hearing and take any testimony from the applicant and the public and introduce Ordinance Bill No. 14-004, approving Specific Plan Amendment No. 14-001 to the McSweeney Farms Specific Plan (SP 01-02).

**Council Member Wright**, asked if any of the original equestrian trails have been scaled back.

**Ms. Elliano**, no, the trails will remain as planned. Some of the residents are purchasing the ½ and 1 acre lots just to have a larger lot.

**Mayor Smith declared the Public Hearing opened at 8:09 p.m.**

**Patrick Parker, Raintree Investments**, we have reconstituted the HOA and worked with the City to open the park. We have tried to make the grass green and help Woodside build homes as fast as they can. The condition of the economy is dragging out construction. We have struggled with the idea of the equestrian center. The residents love the park and we feel that it would be better if we tailor the activities more for the current residents. We have canvassed all of the members that attend the meetings.

**Mayor Smith declared the Public Hearing closed at 8:11 p.m.**

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

The Ordinance was read by title only.

27. **First Amendment to Development Agreement No. 04-001 for the McSweeney Farms Specific Plan (DAA 14-001)** – Community Development Director Elliano

- a. Conduct a public hearing; and
- b. Introduce, read by title only, and waive further reading of an ordinance approving an amendment to Development Agreement 04-001 for the McSweeney Farms Project **Ordinance Bill No. 14-005**; and
- c. Direct staff to file a Notice of Determination with the County Clerk in compliance with the California Environmental Quality Act.

**Deanna Elliano, Community Development Director**, the City Council adopted Ordinance No. 1713 approving the Development Agreement with McSweeney Farms on April 13, 2004 with a ten year term, expiring April 13, 2014. On December 17, 2007, the City Council approved a Joint Facilities Agreement, extending the term of the DA with an expiration date of December 17, 2017. On January 16, 2014, the applicant submitted a request for a Development Agreement Amendment for a 4 year extension. The proposed expiration would be December 17, 2021. The proposed amendment includes: a four year extension of time to allow the market to improve and prepare and finance next phase of infrastructure; ownership updates; revisions to Planning Area 35; and inclusion of six unrecorded, approved Tentative Tract Maps to be automatically extended concurrently with the Development Agreement expiration date. The following Tentative Tract Maps for Phases II and III will have a new expiration date of December 17, 2021: TTM Nos. 33824, 33825, 34659, 34660, 34661, and 34662. The Specific Plan Land Use Map was displayed. It is recommended that the City Council conduct a public hearing and take any testimony from the applicant and the public and introduce Ordinance Bill No. 14-005, approving Development Agreement Amendment No. 14-001 to the McSweeney Farms Development Agreement.

**Mayor Smith declared the Public Hearing opened at 8:16 p.m.**

**Patrick Parker, Raintree Investments**, this is a companion to the SP Amendment. There is a lot of interest in Phase II because of its unique location, nestled against the rock formation. We think we can move forward with two developments at the same time.

**Mayor Smith declared the Public Hearing closed at 8:17 p.m.**

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

The Ordinance was read by title only.

28. **Proposed 2014-2015 Community Development Block Grant Annual Action Plan** – Community Investment Director Jansons
- a. Conduct a public hearing of the proposed 2014-2015 Community Development Block Grant (CDBG) Annual Action Plan; and
  - b. Approve the proposed 2014-2015 Community Development Block Grant (CDBG) Annual Action Plan; and
  - c. Authorize the City Manager to sign the Application for Federal Assistance SF-424 and Non-State Government Certifications required for submission of the 2014-2015 Annual Action Plan to the United States Department of Housing and Urban Development (HUD) on or before May 16, 2014.

**Carla Callahan, CDBG Coordinator**, on February 11, 2014 the City Council approved the Ad Hoc Committee's recommendation for the 2014-2015 Program Year CDBG allocation, based on anticipated funding of last year's level of \$763,730. The Ad Hoc Committee directed 2014-2015 CDBG funding allocation towards activities that improve the quality of life in the City of Hemet. These allocations were incorporated into the proposed 2014-2015 CDBG Annual Action Plan which was available for public review and comment for a period of 30 days as required by HUD. On March 18, 2014 HUD released its Community Planning and Development Program Formula Allocations for FY 2014, allocating Hemet \$752,753 in CDBG funds for the 2014 program year. This is approximately 1.4% less than last year's funding level. Corresponding reductions from the approved recommendations, totaling \$10,977, were incorporated into the draft 2014-2015 CDBG Annual Action Plan include: COH Planning & Administration reduced from \$152,530 to \$150,550 and Care-A-Van Transit reduced from \$25,000 to \$16,003. There were no public comments received. This action requires a public hearing and City Council adoption by May 16, 2014.

**Mayor Smith declared the Public Hearing opened at 8:19 p.m.**

**Sarah LeBorgne, Valley-Wide**, asked that the City Council keep Valley-Wide's Scholarship Program in mind in the future.

**Mayor Smith declared the Public Hearing closed at 8:21 p.m.**

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

29. **Zoning Ordinance Amendment (ZOA) No. 14-002 (Banners on Public Property)** – Community Development Director Elliano
- a. Conduct a public hearing; and
  - b. Introduce, read by title only and waive further reading of an ordinance amending section 90-1316 of the Hemet Municipal Code regarding special event sign permits for banners above city streets.

**Ordinance Bill No. 14-011**

**Deanna Elliano, Community Development Director**, this ordinance addresses the approval process for the banners across Florida Avenue. Currently the banners come before the City Council for approval. This ordinance will streamline the process and approval will be handled administratively in accordance with the encroachment requirements.

**Council Member Krupa**, noted that there are three banner locations. Council Member Krupa asked that the City Council be notified of upcoming events.

**Mayor Smith declared the Public Hearing opened at 8:24 p.m.**

There were no public comments presented at this time.

**Mayor Smith declared the Public Hearing closed at 8:24 p.m.**

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

The Ordinance was read by title only.

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## Discussion/Action Item

### 30. **Amendment of Ordinance No. 1848 Regarding Reserve Fund Balance Requirements** – City Manager Hill

- a. Introduce, read by title only and waive further reading of an ordinance amending Section 24-50 through 24-52 of the Hemet Municipal Code regarding Reserve Fund Balance Requirements. **Ordinance Bill No. 14-015**

**Wally Hill, City Manager**, Ordinance No. 1848 recognizes the importance of maintaining sufficient reserves to help the City achieve long-term fiscal stability and enhance the City's credit rating. To ensure those objectives are met, without unduly stockpiling cash, we researched the minimum fund balance policies in other agencies with highest credit ratings from the three major credit rating agencies. The average minimum fund balance ranged from 8% to 16%. Virginia Beach retains an "unassigned" fund balance of 8% to 12%, and its current level is 10%. However, the policies vary in what funds are included in those calculations. Virginia Beach's spendable and unrestricted fund balance is 19%. The proposed policy is based on the City's "spendable and unrestricted" General Fund reserves, a more precise accounting definition than the current reference to "combined" reserves. "Spendable and Unrestricted" funds include all available funds that are under the City Council's discretion to use. I am recommending that the minimum fund balance requirement be reduced from 35% to 20% the City Council should feel quite comfortable that this is adequate. The current separate reserves for "economic stabilization", "emergency/disaster", and "working capital" would be consolidated since there is no need to have three separate buckets. The current language requiring the City Manager to prepare a plan to replenish funding reserves has been deleted, as that would be included in the City's annual budget process and five-year financial forecasting. The ordinance requirement for a 4/5's vote to use reserves has been deleted. This should only be a simple majority such as the same used to approve the City's annual budget.

**Council Member Youssef**, I pushed for the original reserve ordinance. At one point, the City was talking about bankruptcy. My concern is that it can't be easy to use reserve funds. Council Member Youssef concurs with the prudent recommendations. The City does not want to be in that position again. Future City Council and staff need to continue to be prudent and not build our house on sand by using one time funds.

**Council Member Krupa**, the City Council spent two years trying to get the budget balanced. My first meeting as a City Council Member we were asked if we wanted to save the City or file for bankruptcy. It makes me nervous to reduce the reserves.

**Mr. Hill**, no one wants to go there again. I have studied the previous situation. The City's situation at the time was far greater than Stockton or San Bernardino but the changes that were made and the sale of the City's refuse division saved the City from bankruptcy.

**Mayor Pro Tem Milne**, although I wasn't on the Council during that time, I too am hesitant to reduce the reserves to 20%. Maybe the City Council would be more comfortable with 25%.

**Mayor Smith**, in 2006, the City had \$5.5 million in reserves. In 2010, there was \$200,000 in reserves and a concern that the City could not fund payroll. Ordinance 1848 was recommended because of that pain. The sale of the City's refuse division to CR&R changed the City's fund balance. Council Members and staff that were here are still licking their wounds. This is the first challenge of ordinance 1848. Although courageous and yes 35% might be extreme I'm not ready to reduce the reserve to 20%. The requirement for a 4/5's vote was to avoid future Council's from spending beyond their means. I'm still in favor of the 4/5's vote. The Council understands we are not out of the woods and we have to tap the reserves again this year, maybe a minimum of 25% would be better. I can live without the requirement to have a plan to replenish.

**Council Member Youssef**, at the time we adopted Ordinance 1848, the 4/5's vote requirement sounded really good. I understand now that a simple majority can repeal the entire ordinance and it only takes a simple majority to approve the budget. There is no need to require a 4/5's vote.

**Eric Vail, City Attorney**, ordinances only take a simple majority, the requirement for a 4/5's vote is contrary to State Law it is just a symbolic measure.

**Council Member Youssef**, even at the time that we adopted Ordinance 1848 35% was really high, but we had just gone through severe cuts. The previous City Manager, Ron Bradley, couldn't believe that the Council did that. We all know that we are not out of the woods. Mr. Hill is fiscally conservative. The City Council can revisit this later. I feel that 20% is adequate.

**Mayor Smith**, continued to recommend that the minimum fund level be 25%.

**Council Member Wright**, Mr. Hill has an extensive background in finance. I appreciate the other Council Member's perspectives. I have a lot of confidence in the recommendation by the Mr. Hill.

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

The Ordinance was read by title only.

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## Communications from the Public

**Mary Rowe, Hemet**, told the City Council about a recent situation where CalFire was order to pay \$32,000,000 in sanctions. Ms. Rowe read a portion of the Judge's ruling to the City Council. That is 82% of Hemet's fiscal budget. The majority of the City Council is determined to outsource the City's well ran Fire Department at any cost. Ms. Rowe spoke in opposition to contracting with CalFire.

**Brian Rubin, Hemet**, I have no problem with the reduction in the reserve percentage. Mr. Rubin asked what the City Council will do with the 13% extra in reserves. Mr. Rubin expressed concern that it will be used as a pocket of money to solve the budget problem. The City still needs to make cuts and reduce spending.

**Mayor Smith**, Mr. Rubin your comments are well received. The City Manager will be preparing the City's proposes annual budget.

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## City Council Reports

### 31. CITY COUNCIL REPORTS AND COMMENTS

#### A. Council Member Krupa

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

**Council Member Krupa**, announced that "Ramona" starts this weekend. VIP Reception is Saturday, April 26<sup>th</sup>. The Business Competition is on May 3<sup>rd</sup>

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

**Council Member Krupa**, attended the League of Cities quarterly meeting. A presentation was given on San Bernardino County's Homeless Program and Advertising for E-Cigarettes. Concern was expressed with HR 29 not allowing cities to outsource services.

**Council Member Krupa**, attended SCAG's Environmental and Energy Commission Meeting. Updates on AB 32 (Clean Air) and the Climate Change and Scoping Plan for 2014. The Committee discussed how we are going to counter the impact of foreign bad air. As well as, a report from WRCOG on the Climate Action Plan.

#### B. Council Member Wright

1. Park Commission
2. Planning Commission

**Council Member Wright**, attended the Planning Commission meeting. Economy is making it hard to acquire the commitments for Ramona Creek.

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

**Council Member Wright**, attended the Ramona Pageant parade, First Peoples Day and the Chamber Mixer and Business Expo at the Ramona Bowl.

**Council Member Wright**, encourage attendance to the "Evening of Art" Saturday at 6:00 p.m. followed by the "Voice of the Valley" at 7:00 p.m.

#### C. Council Member Youssef

1. Western Riverside County of Governments (WRCOG)
2. Riverside County Transportation Commission (RCTC)

**Council Member Youssef**, attended the memorial for Officer Montoya. Chief Brown spoke very eloquently. I did have the pleasure of knowing Officer Montoya on a personal level.

**Council Member Youssef**, announced that one of his younger brothers leaves Easter Sunday with the 101<sup>st</sup> Airborne Division of the US Army.

- D. Mayor Pro Tem 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)

**Mayor Pro Tem Milne**, described in detail a situation that occurred at the April 7, 2014 Meeting of the Riverside Conservation Authority.

6. Disaster Planning Commission

**Mayor Pro Tem Milne**, attended "Sunday in the Park" event held at Weston Park. Great to see the activities and residents fill the park.

**Mayor Pro Tem Milne**, attended a Regional Autism Task Force Committee Meeting in Temecula. The City of Temecula, had exterior lighting that lite up City Hall in Blue in honor of Autism Awareness Month. The parents in attendance were very impressed with the City's Special Needs Registry. It bring to my attention that we do not offer enough information on available services.

- E. Mayor Smith
1. League of California Cities
  2. Riverside County Transportation Commission (RCTC)
  3. Western Riverside County of Governments (WRCOG)
  4. Public Safety Update
  5. National League of Cities

**Mayor Smith**, honored to throw the 1<sup>st</sup> Pitch for Hemet Youth Baseball.

**Mayor Smith**, congratulations to staff for the event in the park.

**Mayor Smith**, asked to have "Hemet Community Activities" added to his reports.

**Mayor Smith**, attended SCAG's Transportation Committee Meeting. Ontario Airport is a huge concern. Mayor Smith also confirmed that he will not be attending the SCAG Conference and Council Member Krupa will be the Voting Delegate.

**Mayor Smith**, received a letter "Grandfather's for Golf" complimenting Officer Gomez on his positive presentation to the snow birds.

**Mayor Smith**, expressed concern that the City's charging station might compete unfairly and discourage a private business from providing that service.

**Wally Hill, City Manager**, we would encourage private businesses to provide the service and take over the City's charging stations.

**Mayor Smith**, expressed concern with the adoption of HR 29. This resolution has no power but sets precedence.

- F. Ad-Hoc Committee Reports
1. Crime Stoppers Plus Ad-Hoc Committee
  2. West Hemet MSHCP Ad-Hoc Committee

3. Regent Development Agreement Ad-Hoc Committee

**Mayor Pro Tem Milne**, the Business Recognition Ad-Hoc Committee met and gave direction to staff.

- G. City Manager Hill
    1. Manager's Reports
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### **Future Agenda Items**

There were no future agenda items requested at this time.

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### **Adjournment**

Adjourned at 9:18 p.m. to Tuesday, April 22, 2014 at 7:00 p.m