



AGENDA

REGULAR MEETING OF THE HEMET CITY COUNCIL

June 24, 2014

6:30 p.m.

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

www.cityofhemet.org

Please silence all cell phones

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

Call to Order

Roll Call

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

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:

Service Employees International Union (SEIU) General Employees

Hemet Fire Fighters Association

Hemet Mid-Managers Association

REGULAR SESSION

7:00 p.m.

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

Call to Order

Roll Call

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

Invocation

Pledge of Allegiance

City Attorney Closed Session Report

2. Conference with Labor Negotiators
Pursuant to Government Code section 54957.6
Agency designated representatives: *City Manager Hill*
Employee organization:
Service Employees International Union (SEIU) General Employees
Hemet Fire Fighters Association
Hemet Mid-Managers Association
-

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

3. **Recommendation by Council Member Krupa** – Library Board Appointment
 - a. Appoint JoAnn Kuehl to Seat 1 on the Library Board in order to fill an unscheduled vacancy. The term will expire June 30, 2016.
4. **Recommendation by Mayor Pro Tem Milne** – Library Board Re-Appointment
 - a. Re-Appoint Noah Seaton to Seat 2 in order to fill a term expiration. The three year term will expire June 30, 2017.
5. **Receive and File** – Investment Portfolio as of April 2014
6. **Receive and File** – Warrant Registers
 - a. Warrant registers dated June 3, 2014 in the amount of \$3,967,368.17 and June 12, 2014 in the amount of \$1,228,672.86. Payroll for the period of May 26, 2014 to June 8, 2014 was \$579,235.08.

7. **Recommendation by Community Development** - Ramona Creek Specific Plan No. 12-001 (Regent Properties)
 - a. Adopt an ordinance establishing the Ramona Creek Specific Plan on 208.9± acres located on the northwest corner of West Florida Avenue and Myers Street (APN 448-090-003) as the official zoning and development plan for the property.
Ordinance Bill No. 14-018

 8. **Recommendation by Human Resources** – Memorandum of Understanding with the Hemet Non-Sworn Police Employees Association (HNSPEA)
 - a. Authorize the City’s negotiation team to execute the Memorandum of Understanding (MOU) between the City and the Hemet Non-Sworn Police Employees Association (HNSPEA), which shall be effective upon adoption by the City Council through October 31, 2015.

 9. **Recommendation by Community Investment** – Modification of Terms for a Disposition, Development and Loan Agreement and Related Documents for the Greystone Apartments Project
 - a. Adopt a resolution authorizing the City Manager to prepare and execute all documents necessary to revise the Disposition, Loan and Development Agreement and related documents for the Greystone Apartments Phases 1 and 2, to reflect a change in loan repayment terms and a modification to the residential unit sizes. **Resolution Bill No. 14-040**

 10. **Recommendation by City Manager** – Amend the City’s Classification Manual to Add Two New Position Classifications
 - a. Amend the Classification Manual to add the new classification of Facilities Manager and Senior Building Inspector.

 11. **Recommendation by Human Resources** - Confidential Employee Resolution
 - a. Adopt the Confidential Employee Resolution which has been amended to include the classification of Human Resources Technician. **Resolution Bill No. 14-042**
-

Approval of Minutes

12. May 27, 2014
-

Public Hearing

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

13. **Ordinance Repealing and Restating Chapter 62 of the Hemet Municipal Code pertaining to Solid Waste Management** – Public Works Director Jensen
 - a. Conduct a public hearing; and
 - b. Introduce, read by title only and waive further reading of an ordinance repealing and restating Chapter 62 of the Hemet Municipal Code [Solid Waste Management]. **Ordinance Bill No. 14-038**
 14. **Weed Abatement** – Chief Bryan
 - a. Conduct a public hearing to hear protests and objections to the proposed removal of weeds, rubbish and refuse per Resolution No. 4575 adopted by the City Council on June 10, 2014.
 15. **Repeal Ordinance No. 1832 and Termination of Restated and Amended Development Agreement No. 10-001** – City Attorney Vail
 - a. Conduct a public hearing; and
 - b. Introduce, read by title only and waive further ready on an ordinance repealing Ordinance No. 1832 and terminating Restated and Amended Development Agreement No. 10-001 [Stetson Crossing Development] between the City of Hemet and Stetson Crossing Partners, L.L.C. **Ordinance Bill No. 14-034**
-

Discussion/Action Item

16. **Ad Hoc Committee Recommendation to fund Community Events in the amount of \$25,000 for fiscal year 2014-2015** – Community Investment Director Jansons
 - a. Approve the recommendation of the City Council Ad-Hoc Committee to fund Community Events in the amount of \$25,000 for fiscal year 2014-2015
 17. **Fiscal Year 2014/15 Annual Budget** – City Manager Hill
 - a. Discussion of the proposed Fiscal Year 2014/15 budget; and
 - b. Adopt a resolution adopting the budget and approving appropriations for the fiscal year commencing July 1, 2014 and ending June 30, 2015.
Resolution Bill No. 14-033
 18. **Disposition Options for City-Owned Real Property** – Community Investment Director Jansons
 - a. Presentation by staff on disposition options for City-owned real property, deliberate on the retention or sale of City-owned real property and provide direction to staff.
-

Communications from the Public

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

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

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

City Council Reports

19. 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
-

Recess to Housing Authority Meeting

Continued Closed Session

City Attorney Continued Closed Session Report

Future Agenda Items

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

Adjournment

Adjourn to Tuesday, July 8, 2014 at 7:00 p.m. for consideration of items placed on that agenda. The next regular meeting will be held July 22, 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.



AGENDA # 3

Staff Report

To: Honorable Mayor and Members of the City Council
From: Council Member Krupa
Date: June 24, 2014
RE: Library Board Appointment

RECOMMENDATION:

Council Member Krupa respectfully recommends that the City Council appoint JoAnn Kuehl to Seat 1 on the Library Board in order to fill an unscheduled vacancy. The term will expire June 30, 2016.

BACKGROUND:

Ms. Kuehl has lived in the community for over 19 years. Ms. Kuehl was a public school teacher for 22 years. She is currently the President of the Hemet Adult Literacy Advocates and volunteers as an Adult Literacy Tutor. Ms. Kuehl's formal education and work experience will be an asset on the Board. I highly recommend the appointment of JoAnn Kuehl to the Library Board.

Respectfully submitted,



Linda Krupa
Council Member



RECEIVED

JUN 16 2014

CITY OF HEMET
Application for Appointment to Volunteer Commissions/Board/Committee
City Clerk's Office of Hemet

COMMISSION/BOARD/COMMITTEE that you wish to apply for:

Library Board

NAME:

JoAnn M. Kuehl

ADDRESS:

40233 Walnut Street

CITY:

Hemet

ZIP:

92543

TELEPHONE:

951-652-8048

Past Experience and/or Education:

11 years Acct. Kemper Ins;

22 years Public School Teacher (10 years Dept. Chair);

Presently Literacy Tutors; Education = MS + Educ and BS Accountancy

Other Boards and/or Commissions on which you have served:

District Educational Focus Monitoring for PLUSD - 5-6 years

Organizations you have belonged to

Hemet Woman's Club - Fin. Sec;

HALA (Hemet Adult Literacy Advocates) - President

How long have you lived in the community?

19

years

7

months

On a separate sheet of paper, please describe briefly why you wish to be appointed to this Commission.

Return to:

City Clerk

City of Hemet

445 E. Florida Avenue

Hemet, CA 92543

Handwritten signature of JoAnn M. Kuehl and date 06/16/2014

Signature

Date

All applicants must be residents of the City of Hemet or Sphere of Influence when applicable. The Library Board and Planning Commission members are required to file the California Fair Political Practices Commission Statement of Economic Interests as outlined in the City of Hemet's Conflict of Interest Code.

CITY OF HEMET

Application for Appointment to Volunteer Commissions/Board/Committee

Application for the Library Board

June 16, 2014

I am applying to the City of Hemet for an appointment to the Library Board. I have been working with the Hemet Public Library the past three years in the capacity of a volunteer Adult Literacy Tutor. As a recently retired teacher for students with special needs, I have worked to find programs that benefit those struggling to learn. The Library's Literacy Program fulfills many reading needs to the almost one hundred volunteer learners that walk through their door each year.

I am presently the president of HALA (Hemet Adult Literacy Advocates) this past year and have seen the Library's efforts to stay current with today's technology and still provide what most people come to the library to experience (checking out and reading books and other materials, book clubs, community meetings and connections, ancestral or local historical research, children programs and reading hours, help with homework assignments, career search and how to, even passports). As I reflect on what I just listed, I know that making decisions on what to keep and what to let go is an important and serious consideration for the City Council.

The Library Board is that advisory link to assist in making future decisions that will affect the tens of thousands of patrons of the Library. A Library Board member should have knowledge of operations of a business, financial experience, and a knowledge of the community's needs. Through my formal education and work experience in two careers, I feel that I bring that to the city. Please consider my application for this position.

Sincerely,



JoAnn M. Kuehl



AGENDA # 4

Staff Report

To: Honorable Mayor and Members of the City Council

From: Mayor Pro Tem Milne

Date: June 24, 2014

RE: Library Board Re-Appointment

RECOMMENDATION:

Mayor Pro Tem Milne respectfully recommends that the City Council re-appoint Noah Seaton to Seat 2 on the Library in order to fill a term expiration. The three year term will expire June 30, 2017.

BACKGROUND:

Mr. Seaton has lived in the Community for over 5 years. Mr. Seaton previously served on the Heritage of Price Board in New York. Mr. Seaton serves as a CERT Member for Hemet and New York. Noah has been an asset during his three years on the Board. I highly recommend the re- appointment of Noah Seaton to the Library Board.

Respectfully submitted,

Shellie Milne
Mayor Pro Tem



CITY OF HEMET
Application for Appointment
to Volunteer Commissions/Board/Committee

COMMISSION/BOARD/COMMITTEE that you wish to apply for:

LIBRARY Board - 3 YEAR TERM

NAME: NOAH D SOATON

ADDRESS: 601 N. Kirby St Sp 196

CITY: HEMET CA ZIP: 92545

TELEPHONE: (951) 282-2125 (H)

Past Experience and/or Education: Completing 1st TERM ON
THE LIBRARY BOARD

Other Boards and/or Commissions on which you have served: _____

HERITAGE OF PRIDE 1983-1988 (NEW YORK CITY)

Organizations you have belonged to Auxiliary Police Department
NEW YORK - HERITAGE OF PRIDE NYC - UFMCC

How long have you lived in the community? 5 years 4 months

On a separate sheet of paper, please describe briefly why you wish to be appointed to this Commission.

Return to:
City Clerk
City of Hemet
445 E. Florida Avenue
Hemet, CA 92543

Noah D Soaton 4/18/14
Signature Date

All applicants must be residents of the City of Hemet or Sphere of Influence when applicable. The Library Board and Planning Commission members are required to file the California Fair Political Practices Commission Statement of Economic Interests as outlined in the City of Hemet's Conflict of Interest Code.



AGENDA

5

Staff Report

TO: Honorable Mayor and members of the City Council
FROM: Judith L. Oltman, City Treasurer
DATE: June 24, 2014
RE: Investment Portfolio as of April 2014

RECOMMENDED ACTION:

Receive and file.

ANALYSIS:

The summary statement of activity and balances of the Treasurer's Investment Portfolio for the month of April 2014 is forwarded herewith for your review. On 4/15/14 we purchased a five year/3 mo. call FHLB # 2276 for \$500,000 at 2.07%. On 4/22/14 and 4/28/14 our three Bremer Bank NCDs #s 3160, 3161 & 3162 were called.

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

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

Respectfully Submitted,


Judith L. Oltman
City Treasurer

attachment

CITY OF HEMET, CALIFORNIA
Monthly Report of Investment Activities

APRIL 2014

INVESTMENT CLASSIFICATIONS	MONTHLY ACTIVITY	CONSOLIDATED BALANCE
PORTFOLIO AS OF MARCH	63,861,038.22	
CERTIFICATES OF DEPOSIT		
Placed this month		
Matured this month	-747,000.00	
Balance		6,693,000.00
LOCAL AGENCY INVESTMENT FUND: City of Hemet		
Deposits	18,859.53	
Withdrawals		
Balance		33,197,889.57
LOCAL AGENCY INVESTMENT FUND: City of Hemet		
Deposits	1.07	
Withdrawals		
Balance		1,879.48
BANK OF NEW YORK MELLON Custodial Acct.		
Deposits	768,629.34	
Withdrawals	-517,368.40	
Balance		1,807,750.71
RABO BANK: Money Market Account		
Deposits		
Withdrawals		
Balance		200,000.00
CITIBANK: Money Market Account		
Deposits	68,043.39	
Withdrawals	-111,341.72	
Balance		1,015,683.86
CITIBANK: Money Market Account 3		
Deposits	2,799,931.00	
Withdrawals	-4,158,419.02	
Balance		4,571,169.79
MUNICIPAL BONDS & NOTES		
Deposits		
Withdrawals		
Balance		4,995,000.00
GOVERNMENT AGENCIES		
2249 1.20% FNMA 5/16/17		500,000.00
2251 1.05% FNMA 6/27/17		500,000.00
2252 1.0% FNMA 8/21/17		500,000.00
2253 1.0% FNMA 11/29/17		500,000.00
2254 1.05 FHLB 1/17/18		500,000.00
2255 1.15% FNMA 2/28/18		500,000.00
2256 1.10% FHLMC 4/17/18		500,000.00
2257 1.15% FHLMC 4/25/18		500,000.00
2258 1.0% FNMA 4/30/18		500,000.00
2259 .70% FNMA 4/30/18		500,000.00
2260 1.0% FNMA 5/21/18		500,000.00
2261 1.17% FHLB 6/13/18		500,000.00
2262 1.40% FHLMC 6/26/18		500,000.00
2263 1.45% FHLB 6/27/18		500,000.00
2265 1.55% FHLMC 7/17/18		500,000.00
2266 1.93% FFCB 7/23/18		500,000.00
2270 2.28% FFCB 9/11/18		500,000.00
2274 1.81% FFCB 11/19/18		500,000.00
2275 2.0% FHLMC 1/16/19		500,000.00
2276 2.07% FHLB 4/15/19	500,000.00	500,000.00
PORTFOLIO BALANCE AS OF APRIL 2014	62,482,373.41	62,482,373.41

INTEREST EARNINGS	13-14 FISCAL YEAR-TO-DATE	
EARNINGS BALANCE AS Apr. 1, 2014		272,451.52
CERTIFICATES OF DEPOSIT INT.	9,170.80	
OTHER GOVERNMENT SECURITIES	8,625.00	
CITIBANK MONEY MARKET ACCOUNT	134.99	
CITIBANK MONEY MARKET ACCOUNT 3	585.41	
BANK OF NY MONEY MARKET ACCT.	10.94	
LOCAL AGENCY INVESTMENT FUNDS		
City of Hemet Interest	18,859.53	
City of Hemet Interest	1.07	
MONTHLY EARNINGS TOTAL	37,387.74	37,387.74
MEMO ONLY:		
MERCHANT BANK CHG.		
LIBRARY CREDIT CARD FEES		
ARMORED CAR		
ASSET SEIZURE FUNDS		
Charges as of Apr. 1, 2014	-33,621.58	
	-33,621.58	
13-14 YEAR-TO-DATE INTEREST EARNINGS		309,839.26

**CITY OF HEMET
Portfolio Management
Portfolio Summary
April 30, 2014**

Investments	Par Value	Market Value	Book Value	% of Portfolio	Term	Days to Maturity	YTM 360 Equiv.	YTM 365 Equiv.
Certificates of Deposit - Bank	2,723,000.00	2,757,337.51	2,723,000.00	4.31	1,462	566	1.408	1.428
Managed Pool Accounts	33,180,908.45	33,180,908.45	33,180,908.45	52.49	1	1	0.256	0.260
Passbook/Checking Accounts	7,594,604.36	7,594,604.36	7,594,604.36	12.01	1	1	0.333	0.338
Local Government Bonds	3,495,000.00	3,569,228.05	3,489,121.98	5.52	1,552	637	4.296	4.356
Medium Term Notes	1,500,000.00	1,504,045.00	1,513,608.15	2.39	1,719	1,448	1.460	1.480
Federal Agency Issues - Coupon	10,000,000.00	9,929,455.00	10,000,000.00	15.82	1,826	1,462	1.336	1.355
Negotiable CDs	4,717,000.00	4,733,156.99	4,717,000.00	7.46	1,672	1,130	1.302	1.320
Investments	63,210,512.81	63,268,735.36	63,218,242.94	100.00%	604	410	0.816	0.827

Cash and Accrued Interest

Accrued Interest at Purchase		13,515.28	13,515.28					
Subtotal		13,515.28	13,515.28					
Total Cash and Investments	63,210,512.81	63,282,250.64	63,231,758.22		604	410	0.816	0.827

Total Earnings	April 30 Month Ending	Fiscal Year To Date
Current Year	42,770.59	414,627.93
Average Daily Balance	62,907,532.71	
Effective Rate of Return	0.83%	

JUDITH L. OLTMAN, TREASURER

Reporting period 04/01/2014-04/30/2014

Run Date: 06/09/2014 - 15:36

Portfolio COFH
AP
PM (PRF_PM1) 7.3.0
Report Ver. 7.3.5

CITY OF HEMET
Portfolio Management
Portfolio Details - Investments
April 30, 2014

CUSIP	Investment #	Issuer	Average Balance	Purchase Date	Par Value	Market Value	Book Value	Stated Rate	S&P	YTM 365	Days to Maturity	Maturity Date
Certificates of Deposit - Bank												
02004MB51	3124	Ally Bank		07/30/2010	247,000.00	253,136.25	247,000.00	2.450		2.451	455	07/30/2015
02587DCK2	3138	AMERICAN EXPRESS CENTURIAN		08/25/2011	248,000.00	248,756.77	248,000.00	1.150		1.151	116	08/25/2014
06740KEX1	3146	BARCLAYS BANK DE		12/07/2011	247,000.00	253,844.86	247,000.00	1.900		1.902	951	12/07/2016
05568PYZ4	3130	BMW BANK OF NORTH AMERICA, UT		10/22/2010	248,000.00	249,553.10	248,000.00	1.550		1.551	174	10/22/2014
SYS3174	3174	BANK OF HEMET		09/06/2013	494,000.00	494,000.00	494,000.00	0.500		0.500	859	09/06/2016
SYS3144	3144	BANK OF THE WEST		10/12/2011	249,000.00	255,057.07	249,000.00	1.750		1.750	895	10/12/2016
SYS3136	3136	CIT BANK		08/24/2011	247,000.00	253,397.92	247,000.00	1.800		1.800	846	08/24/2016
SYS3134	3134	DISCOVER BANK		08/24/2011	248,000.00	248,000.00	248,000.00	1.050		1.050	116	08/25/2014
36160WVR7	3132	G.E. Capital Financial, Inc.		08/12/2011	247,000.00	253,591.54	247,000.00	1.850		1.850	834	08/12/2016
SYS3140	3140	GOLDMAN SACHS		08/31/2011	248,000.00	248,000.00	248,000.00	1.200		1.200	124	09/02/2014
Subtotal and Average			2,723,000.00		2,723,000.00	2,757,337.51	2,723,000.00			1.428	566	
Managed Pool Accounts												
SYS1001	1001	LOCAL AGENCY INVESTMENT FUND			33,179,030.04	33,179,030.04	33,179,030.04	0.260		0.260	1	
SYS1002	1002	LOCAL AGENCY INVEST. FUND			1,878.41	1,878.41	1,878.41	0.260		0.260	1	
Subtotal and Average			33,180,908.45		33,180,908.45	33,180,908.45	33,180,908.45			0.260	1	
Passbook/Checking Accounts												
SYS5009	5009	BANK OF NEW YORK			1,807,750.71	1,807,750.71	1,807,750.71			0.000	1	
SYS5001	5001	Citibank			1,015,683.86	1,015,683.86	1,015,683.86	0.450		0.450	1	
SYS5003	5003	CITIBANK			0.00	0.00	0.00	3.050		3.050	1	
SYS5004	5004	CITIBANK3			4,571,169.79	4,571,169.79	4,571,169.79	0.450		0.450	1	
SYS5011	5011	RABOBANK		02/28/2013	200,000.00	200,000.00	200,000.00	0.260		0.260	1	
SYS5002	5002	UNION BANK OF CALIFORNIA		07/01/2013	0.00	0.00	0.00	0.012		0.012	1	
Subtotal and Average			7,517,274.73		7,594,604.36	7,594,604.36	7,594,604.36			0.338	1	
Local Government Bonds												
423542KL2	5006	HEMET UNIFIED SCHOOL DISTRICT		07/22/2010	2,000,000.00	2,052,780.00	1,995,278.25	5.375		5.609	426	07/01/2015
533020DC4	5012	CITY OF LINCOLN		03/02/2013	995,000.00	1,016,283.05	995,000.00	3.000		3.000	489	09/02/2015
650035J66	5015	NEW YORK STATE REVENUE BONDS		03/25/2014	500,000.00	500,165.00	498,843.73	2.000		2.050	1,779	03/15/2019
Subtotal and Average			3,488,949.41		3,495,000.00	3,569,228.05	3,489,121.98			4.356	637	
Medium Term Notes												
36962G7G3	5014	G.E. CAPITAL CORP.		03/14/2014	500,000.00	506,440.00	510,086.65	2.300		1.932	1,719	01/14/2019

CITY OF HEMET
Portfolio Management
Portfolio Details - Investments
April 30, 2014

CUSIP	Investment #	Issuer	Average Balance	Purchase Date	Par Value	Market Value	Book Value	Stated Rate	S&P	YTM 365	Days to Maturity	Maturity Date
Medium Term Notes												
68389XAN5	5010	ORACLE		03/28/2013	500,000.00	501,105.00	500,839.72	1.200		1.150	1,263	10/15/2017
94974BFG0	5013	WELLS FARGO		04/26/2013	500,000.00	496,500.00	502,681.78	1.500		1.350	1,356	01/16/2018
Subtotal and Average			1,513,733.45		1,500,000.00	1,504,045.00	1,513,608.15			1.480	1,448	
Federal Agency Issues - Coupon												
3133ECV43	2266	FEDERAL FARM CREDIT BANKS		07/23/2013	500,000.00	501,555.00	500,000.00	1.930		1.930	1,544	07/23/2018
3133ECZB3	2270	FEDERAL FARM CREDIT BANKS		09/11/2013	500,000.00	502,195.00	500,000.00	2.280		2.280	1,594	09/11/2018
3133EDA51	2274	FEDERAL FARM CREDIT BANKS		11/19/2013	500,000.00	502,830.00	500,000.00	1.810		1.810	1,663	11/19/2018
313381MV4	2254	FEDERAL HOME LOAN BANK		01/17/2013	500,000.00	493,805.00	500,000.00	1.050		1.050	1,357	01/17/2018
313383GY1	2261	FEDERAL HOME LOAN BANK		06/13/2013	500,000.00	492,370.00	500,000.00	1.170		1.170	1,504	06/13/2018
313383JZ53	2263	FEDERAL HOME LOAN BANK		06/27/2013	500,000.00	495,410.00	500,000.00	1.450		1.450	1,518	06/27/2018
3130A1GQ5	2276	FEDERAL HOME LOAN BANK		04/15/2014	500,000.00	498,770.00	500,000.00	2.070		2.070	1,810	04/15/2019
3134G37C8	2256	FEDERAL HOME LOAN MTG ASSOC.		04/17/2013	500,000.00	492,130.00	500,000.00	1.100		1.100	1,447	04/17/2018
3134G37H7	2257	FEDERAL HOME LOAN MTG ASSOC.		04/25/2013	500,000.00	492,805.00	500,000.00	1.150		1.150	1,455	04/25/2018
3134G47G7	2262	FEDERAL HOME LOAN MTG ASSOC.		06/26/2013	500,000.00	494,625.00	500,000.00	1.400		1.400	1,517	06/26/2018
3134G4BG2	2265	FEDERAL HOME LOAN MTG ASSOC.		07/17/2013	500,000.00	496,895.00	500,000.00	1.550		1.550	1,538	07/17/2018
3134G4S74	2275	FEDERAL HOME LOAN MTG ASSOC.		01/16/2014	500,000.00	501,555.00	500,000.00	2.000		2.000	1,721	01/16/2019
3136G0GA3	2249	FEDERAL NTL MORTGAGE ASSOC.		05/16/2012	500,000.00	500,225.00	500,000.00	1.200		1.200	1,111	05/16/2017
3136G0NY3	2251	FEDERAL NTL MORTGAGE ASSOC.		06/27/2012	500,000.00	499,630.00	500,000.00	1.050		1.050	1,153	06/27/2017
3135G0NF6	2252	FEDERAL NTL MORTGAGE ASSOC.		08/21/2012	500,000.00	497,460.00	500,000.00	1.000		1.000	1,208	08/21/2017
3136G04U2	2253	FEDERAL NTL MORTGAGE ASSOC.		11/29/2012	500,000.00	495,010.00	500,000.00	1.000		1.000	1,308	11/29/2017
3135G0UN1	2255	FEDERAL NTL MORTGAGE ASSOC.		02/28/2013	500,000.00	496,745.00	500,000.00	1.150		1.146	1,399	02/28/2018
3135G0WN9	2258	FEDERAL NTL MORTGAGE ASSOC.		04/30/2013	500,000.00	490,635.00	500,000.00	1.000		1.000	1,460	04/30/2018
3136G1LB3	2259	FEDERAL NTL MORTGAGE ASSOC.		04/30/2013	500,000.00	493,640.00	500,000.00	0.750		0.740	1,460	04/30/2018
3135G0XG3	2260	FEDERAL NTL MORTGAGE ASSOC.		05/21/2013	500,000.00	491,165.00	500,000.00	1.000		1.000	1,481	05/21/2018
Subtotal and Average			9,766,666.67		10,000,000.00	9,929,455.00	10,000,000.00			1.355	1,462	
Negotiable CDs												
02437PAG8	3173	AMERICAN NATIONAL BANK DALLAS		08/12/2013	248,000.00	248,000.00	248,000.00	1.250		1.251	1,199	08/12/2017
0606247B3	3176	BANK OF BARODA N.Y.		11/12/2013	248,000.00	248,000.00	248,000.00	2.150		2.151	1,657	11/13/2018
856284-E3-4	3147	BANK OF INDIA NEW YORK		04/27/2012	248,000.00	255,495.65	248,000.00	2.000		2.001	1,092	04/27/2017
106895AY1	3161	BREMER BANK GRAND FORKS, MN		06/22/2012	249,000.00	249,656.24	249,000.00	1.200		1.217	1,148	06/22/2017
10700QBC7	3160	BREMER BANK OF MOORHEAD ND		06/22/2012	249,000.00	249,656.24	249,000.00	1.200		1.217	1,148	06/22/2017
107003AK1	3162	BREMER BANK NA		06/28/2012	249,000.00	249,656.24	249,000.00	1.200		1.217	1,154	06/28/2017
17037TDV6	3169	CHOICE FINANCIAL GROUP		11/20/2012	248,000.00	245,929.75	248,000.00	1.000		1.001	1,299	11/20/2017

CITY OF HEMET
Portfolio Management
Portfolio Details - Investments
April 30, 2014

CUSIP	Investment #	Issuer	Average Balance	Purchase Date	Par Value	Market Value	Book Value	Stated Rate	S&P	YTM 365	Days to Maturity	Maturity Date
Negotiable CDs												
20033AAG13	3168	COMENITY CAPITAL BANK		10/25/2012	249,000.00	247,697.90	249,000.00	1.050		1.065	1,273	10/25/2017
20451PEN2	3175	COMPASS BANK		09/25/2013	247,000.00	251,617.57	247,000.00	2.000		2.001	1,608	09/25/2018
20786AAL9	3177	CONNECTONE BANK N.J.		12/13/2013	247,000.00	249,182.59	247,000.00	1.850		1.851	1,687	12/13/2018
29976DNY2	3166	EVERBANK		10/15/2012	248,000.00	248,000.00	248,000.00	1.000		1.001	1,264	10/16/2017
373128DS3	3167	GEORGIA BANK AND TRUST		10/17/2012	249,000.00	247,277.39	249,000.00	1.000		1.014	1,265	10/17/2017
36159CRZ1	3126	GE Money Bank		07/30/2010	247,000.00	252,980.49	247,000.00	2.400		2.400	455	07/30/2015
48124JSB5	3171	JP MORGAN CHASE BANK		01/28/2013	248,000.00	248,000.00	248,000.00	0.850		0.850	1,368	01/28/2018
7865803L2	3164	SAFRA NATIONAL BANK		09/27/2012	249,000.00	249,000.00	249,000.00	0.800		0.800	515	09/28/2015
795450NR2	3163	SALLIE MAE		07/25/2012	248,000.00	248,000.00	248,000.00	1.200		1.200	452	07/27/2015
84603M2W5	3165	SOVEREIGN BANK		10/03/2012	249,000.00	249,527.95	249,000.00	0.750		0.750	155	10/03/2014
909557CL2	3170	United Bankers' Bank		11/29/2012	249,000.00	247,478.98	249,000.00	1.100		1.115	1,308	11/29/2017
94986TMF1	3172	WELLS FARGO		03/28/2013	248,000.00	248,000.00	248,000.00	1.000		1.000	1,427	03/28/2018
Subtotal and Average			4,717,000.00		4,717,000.00	4,733,156.99	4,717,000.00			1.320	1,130	
Total and Average			62,907,532.71		63,210,512.81	63,268,735.36	63,218,242.94			0.827	410	

**CITY OF HEMET
Portfolio Management
Portfolio Details - Cash
April 30, 2014**

CUSIP	Investment #	Issuer	Average Balance	Purchase Date	Par Value	Market Value	Book Value	Stated Rate	S&P	YTM 365	Days to Maturity
		Average Balance	0.00	Accrued Interest at Purchase		13,515.28	13,515.28				0
				Subtotal		13,515.28	13,515.28				
		Total Cash and Investments	62,907,532.71		63,210,512.81	63,282,250.64	63,231,758.22			0.827	410

CITY OF HEMET
Received Interest
Sorted by Issuer
Received April 1, 2014 - April 30, 2014

Issuer	CUSIP	Investment #	Security Type	Par Value	Current Rate	Interest				
						Date Due	Date Received	Amount Due	Amount Received	Variance
BMW BANK OF NORTH AMERICA, UT	05568PYZ4	3130	BCD	248,000.00	1.550	04/22/2014	04/23/2014	1,916.73	1,916.73	-
								Subtotal	1,916.73	1,916.73
BANK OF HEMET	SYS3174	3174	BCD	494,000.00	0.500	04/06/2014	04/10/2014	209.78	209.78	-
								Subtotal	209.78	209.78
BANK OF INDIA NEW YORK	856284-E3-4	3147	NC2	248,000.00	2.000	04/27/2014	04/29/2014	2,473.21	2,473.20	-0.01
								Subtotal	2,473.21	2,473.20
BANK OF THE WEST	SYS3144	3144	BCD	249,000.00	1.750	04/12/2014	04/15/2014	370.09	370.09	-
								Subtotal	370.09	370.09
BREMER BANK GRAND FORKS, MN	106895AY1	3161	NC2	249,000.00	1.200	04/22/2014	04/23/2014	257.30	253.78	-3.52
								Subtotal	257.30	253.78
BREMER BANK OF MOORHEAD ND	10700QBC7	3160	NC2	249,000.00	1.200	04/22/2014	04/23/2014	257.30	253.78	-3.52
								Subtotal	257.30	253.78
BREMER BANK NA	107003AK1	3162	NC2	249,000.00	1.200	04/28/2014	04/29/2014	257.30	253.78	-3.52
								Subtotal	257.30	253.78
COMENITY CAPITAL BANK	20033AAG13	3168	NC2	249,000.00	1.050	04/25/2014	04/28/2014	225.14	222.05	-3.09
								Subtotal	225.14	222.05
CONNECTONE BANK N.J.	20786AAL9	3177	NC2	247,000.00	1.850	04/13/2014	04/15/2014	388.09	388.09	-
								Subtotal	388.09	388.09
EVERBANK	29976DNY2	3166	NC2	248,000.00	1.000	04/16/2014	04/16/2014	1,236.60	1,236.60	-
								Subtotal	1,236.60	1,236.60
FEDERAL HOME LOAN MTG ASSOC.	3134G37C8	2256	FAC	500,000.00	1.100	04/17/2014	04/21/2014	2,750.00	2,750.00	-
	3134G37H7	2257	FAC	500,000.00	1.150	04/25/2014	04/28/2014	2,875.00	2,875.00	-

CITY OF HEMET
Received Interest
Received April 1, 2014 - April 30, 2014

Issuer	CUSIP	Investment #	Security Type	Par Value	Current Rate	Interest				
						Date Due	Date Received	Amount Due	Amount Received	Variance
						Subtotal		5,625.00	5,625.00	
GEORGIA BANK AND TRUST	373128DS3	3167	NC2	249,000.00	1.000	04/17/2014	04/21/2014	214.42	211.48	-2.94
						Subtotal		214.42	211.48	
ORACLE	68389XAN5	5010	MTN	500,000.00	1.200	04/15/2014	04/16/2014	3,000.00	3,000.00	-
						Subtotal		3,000.00	3,000.00	
SOVEREIGN BANK	84603M2W5	3165	NC2	249,000.00	0.750	04/03/2014	04/07/2014	931.19	931.19	-
						Subtotal		931.19	931.19	
United Bankers' Bank	909557CL2	3170	NC2	249,000.00	1.100	03/28/2014	04/01/2014	213.03	217.62	4.59
	909557CL2	3170	NC2	249,000.00	1.100	04/28/2014	04/30/2014	235.86	232.63	-3.23
						Subtotal		448.89	450.25	
						Total		17,811.04	17,795.80	
						Total Cash Overpayment		4.59		
						Total Cash Shortfall		-19.83		

CITY OF HEMET
 Received Interest
 Received April 1, 2014 - April 30, 2014

Issuer	CUSIP	Investment #	Security Type	Par Value	Current Rate	Interest	
						Date Received	Amount Received
Cash Accounts							
BANK OF NEW YORK	SYS5009	5009	PA1	1,803,500.91		04/01/2014	10.94
						Subtotal	10.94
Citibank	SYS5001	5001	PA1	1,015,548.87	0.450	04/30/2014	134.99
						Subtotal	134.99
CITIBANK3	SYS5004	5004	PA1	5,003,327.95	0.450	04/30/2014	585.41
						Subtotal	585.41
LOCAL AGENCY INVESTMENT FUND	SYS1001	1001	LA1	33,179,030.04	0.260	04/15/2014	18,859.53
						Subtotal	18,859.53
LOCAL AGENCY INVEST. FUND	SYS1002	1002	LA1	1,878.41	0.260	04/15/2014	1.07
						Subtotal	1.07
RABOBANK	SYS5011	5011	PA1	200,000.00	0.260	04/07/2014	126.92
						Subtotal	126.92
						Total	19,718.86

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

www.treasurer.ca.gov/pmia-laif
 May 20, 2014

HEMET :

TREASURER
 445 EAST FLORIDA AVENUE
 HEMET, CA 92543-4209

PMIA Average Monthly Yields

Account Number:
 65-33-006

Tran Type Definitions

April 2014 Statement

Effective Date	Transaction Date	Tran Type	Confirm Number	Authorized Caller	Amount
4/15/2014	4/14/2014	QRD	1429971	SYSTEM	1.07

Account Summary

Total Deposit:	1.07	Beginning Balance:	1,878.41
Total Withdrawal:	0.00	Ending Balance:	1,879.48

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

www.treasurer.ca.gov/pmia-laif
 May 20, 2014

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

PMIA Average Monthly Yields

Account Number:
 98-33-362

Tran Type Definitions

April 2014 Statement

Effective Date	Transaction Date	Tran Type	Confirm Number	Authorized Caller	Amount
4/15/2014	4/14/2014	QRD	1430276	SYSTEM	18,859.53

Account Summary

Total Deposit:	18,859.53	Beginning Balance:	33,179,030.04
Total Withdrawal:	0.00	Ending Balance:	33,197,889.57

CITY OF HEMET
 Cash W/Fiscal Agent: US BANK
 2006 Refunding Bonds Series Heartland Project

Date	Activity	103852000 788-1508 Bond	103852001 788-1508 Prepayment	103852002 Special	103852003 788-1510 Escrow	103852004 788-1502 Cost of	103852005 788-1506 Reserve	TOTAL
1/31/2014	Interest							0.00
	Transfer funds							0.00
	City of Hemet		419,594.72					419,594.72
	Debt Service							0.00
	Khov prepay (31 lots)							0.00
	Trust fees							0.00
	BALANCE	0.00	189,385.68	2,715,525.50	10,736.85	0.00	0.00	466,136.25
2/28/2014	Interest							0.00
	Transfer funds	69,660.57	(58,923.72)	(10,736.85)				0.00
	City of Hemet							0.00
	Debt Service							0.00
	Khov prepay (31 lots)							0.00
	Trust fees							0.00
	BALANCE	0.00	259,046.25	2,656,601.78	(0.00)	0.00	0.00	466,136.25
3/31/2014	Interest							0.00
	Transfer funds	(259,046.25)						(259,046.25)
	City of Hemet							0.00
	Debt Service							0.00
	Khov prepay (31 lots)							0.00
	Trust fees							0.00
	BALANCE	0.00	0.00	2,656,601.78	(0.00)	0.00	0.00	466,136.25
4/30/2014	Interest							0.00
	Transfer funds							0.00
	City of Hemet							0.00
	Debt Service							0.00
	Khov prepay (31 lots)							0.00
	Trust fees							0.00
	BALANCE	0.00	0.00	2,656,601.78	(0.00)	0.00	0.00	466,136.25
	First American Treasury Oblig		3,122,738.03					
	US Treasury Notes, various							not carried on COH books
	Misc Assets		1.00					
			<u>3,122,739.03</u>					
	Cash held by FA, net of Escrow acct		3,122,738.03					
								0.00

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

Date	Activity	98510810 496-1502 Interest Fund	98510811 Principal Fund	98510812 Sinking Fund	98510813 496-1503 Reserve Fund	98510814 Redemption Fund	98510815 390-1502 Cost of Issuance	RDA 390-1503 Acquisition Fund	TOTAL All Accounts
1/31/2014	Interest				8.26				8.26
	Interfund transfer								0.00
	Debt Service from City of Hemet								0.00
	Debt Service Payment								0.00
	BALANCE	0.36	0.66	0.00	607,211.11	0.00	0.00	(0.00)	607,212.13
2/28/2014	Interest				8.26				8.26
	Interfund transfer								0.00
	Debt Service from City of Hemet								0.00
	Debt Service Payment								0.00
	BALANCE	0.36	0.66	0.00	607,219.37	0.00	0.00	(0.00)	607,220.39
3/31/2014	Interest				7.46				7.46
	Interfund transfer	48.23			(48.23)				0.00
	Debt Service from City of Hemet	157,760.12							157,760.12
	Debt Service Payment	(157,801.25)							(157,801.25)
	BALANCE	7.46	0.66	0.00	607,178.60	0.00	0.00	(0.00)	607,186.72
4/30/2014	Interest	0.90			8.26				9.16
	Interfund transfer								0.00
	Debt Service from City of Hemet								0.00
	Debt Service Payment								0.00
	BALANCE	8.36	0.66	0.00	607,186.86	0.00	0.00	(0.00)	607,195.88
	First American Treas Oblig CL D Corp Tr		607,195.88						
	Money Market/RDA		<u>607,195.88</u>						
			0.00						

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

Date	Activity	98510818	98510819		98510816	98510815	98510817	RDA		TOTAL All Accounts
		496-1504 Interest Fund	Principal Fund	Sinking Fund	496-1506 Reserve Fund	Redemption Fund	389-1502 Cost of Issuance	389-1503 Acquisition Fund		
3/31/2014	Interest				5.86					5.86
	Interfund transfer	37.89			(37.89)					0.00
	Debt Service from City of Hemet	156,930.13								156,930.13
	Debt Service Pmt	(156,962.51)								(156,962.51)
	BALANCE	5.86	0.32	0.00	477,068.90	0.00	(0.00)	0.00		477,075.08
4/30/2014	Interest	0.90			6.49					7.39
	Interfund transfer									0.00
	Debt Service from City of Hemet									0.00
	Debt Service Pmt									0.00
	BALANCE	6.76	0.32	0.00	477,075.39	0.00	(0.00)	0.00		477,082.47
	First American Treas Oblig CL D Corp Tr		477,082.47							
	LAIF/RDA		0.00							
			<u>477,082.47</u>							
			0.00							



Staff Report

TO: Honorable Mayor and Members of the City Council

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

DATE: June 24, 2014

RE: Warrant Register

The City of Hemet's warrant registers dated June 3, 2014 in the amount of \$3,967,368.17 and June 12, 2014 in the amount of \$1,228,672.86 are currently posted on the City's website in the Finance Department section, under *Financial Information*. Payroll for the period of May 26, 2014 to June 8, 2014 was \$579,235.08.

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,

A handwritten signature in cursive script that reads "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

7



**CITY OF HEMET
Hemet, California**

ORDINANCE BILL NO. 14-018

AN ORDINANCE OF THE CITY COUNCIL OF THE CITY OF HEMET, CALIFORNIA, ESTABLISHING THE RAMONA CREEK SPECIFIC PLAN (SP NO. 12-001) ON 208.9 + ACRES LOCATED ON THE NORTHWEST CORNER OF WEST FLORIDA AVENUE AND MYERS STREET (APN 448-090-003)

WHEREAS, an application for the Ramona Creek Specific Plan (SP No. 12-001) has been duly filed by:

Owner:	Regent Properties
Applicant:	Daniel Gryczman, Regent Properties
Lot Area:	208.9+/- Acres
Location:	Northwest corner of West Florida Avenue and Myers Street
APN:	448-090-003; and,

WHEREAS, the Planning Commission has the authority per Section 90-614 of the Hemet Municipal Code to recommend action on establishment of the Ramona Creek Specific Plan No. 12-001; and,

WHEREAS, on April 1, 2014 and May 6, 2014 the Hemet City Planning Commission conducted a duly noticed public hearing, at which it received public testimony concerning the project, considered the proposed project, and recommended that the City Council approve the said specific plan; and,

WHEREAS, in accordance with Government Code Section 65090, on May 29, 2014, the City gave public notice by advertising in the Press Enterprise and by mailing to property owners within 500 feet, of the holding of a public hearing at which the project would be considered by the City Council; and,

WHEREAS, in accordance with Government Code Section 65453, on June 10, 2014, the City Council held the noticed public hearing at which interested persons had an opportunity to testify in support of, or opposition to, the Ramona Specific Plan No. 12-001: and,

1 **WHEREAS**, at this public hearing on June 10, 2014, the City Council considered,
2 heard public comments on, and approved and certified an Environmental Impact
3 Report, Mitigation Monitoring and Reporting Program, Findings of Fact, and Statement
4 of Overriding Considerations for the project by Resolution.

5
6 **NOW THEREFORE**, the City Council of the City of Hemet, California, does
7 determine, find, resolve and order as follows:
8

9 **SECTION 1: ENVIRONMENTAL FINDINGS**

10
11 The City Council, in light of the whole record before it, including but not limited to, the
12 City's Local CEQA Guidelines and Thresholds of Significance, the recommendation of
13 the Planning Commission of the City of Hemet, the recommendation of the Community
14 Development Director as provided in the Staff Report dated June 10, 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 approval of this Specific Plan is in compliance with requirements of
20 the California Environmental Quality Act ("CEQA"), in that on June 10, 2014, at a
21 duly noticed public hearing, the City Council approved Specific Plan No. 12-001
22 with a certified Environmental Impact Report, Mitigation Monitoring and Reporting
23 Program, Findings of Fact, and Statement of Overriding Considerations reflecting
24 its independent judgment and analysis and documenting that there was not
25 substantial evidence, in light of the whole record, from which it could be fairly
26 argued that the project may have a significant effect on the environment. The
27 documents comprising the City's environmental review for the project are on file
28 and available for public review at Hemet City Hall, 445 E. Florida Avenue, Hemet,
29 California 92543.
30
- 31 2. **Multiple Species Habitat Conservation Plan (MSHCP)**: The project is found to
32 be consistent with the MSHCP. The project is located outside of any MSHCP
33 criteria area and mitigation is provided through payment of the MSHCP Mitigation
34 Fee.
35
36

37 **SECTION 2: SPECIFIC PLAN FINDINGS**

- 38
39 1. **That the Specific Plan is in conformance with the latest adopted General**
40 **Plan:**
41
42 The proposed project is in conformance with the General Plan for the City of
43 Hemet with the designation of West Florida Avenue Mixed Use Area No. 1 by
44 incorporating into Specific Plan No. 12-001 both residential, commercial and
45 office development. The specific plan includes a master plan of development
46 incorporating pedestrian and multi-modal amenities both internal and external to

1 the project. In addition, the Specific Plan No. 12-001 is designed at a human
2 scale an incorporated buffering in the form of landscaping, setbacks and building
3 orientation to provide a transition between the surrounding uses. The proposed
4 Specific Plan No. 12-001 will implement the goals of providing residential,
5 commercial and recreational amenity and services for the community at large as
6 described in Appendix A – General Plan Consistency Analysis of the Ramona
7 Creek Specific Plan.
8

9 **2. The Specific Plan provides for the development of a comprehensively**
10 **planned project that is superior to development otherwise allowed under**
11 **the conventional zoning classifications.**
12

13 The proposed Specific Plan No. 12-001 involves pedestrian and vehicular
14 linkages that have been designed to connect the Ramona Creek community with
15 the surrounding residential communities. The proposed development will solve
16 regional storm water drainage and traffic problems and provide needed
17 commercial and recreational opportunities for an area that has experienced
18 under-utilization of land use intensity. The proposed mixed use project will allow
19 for the creation of needed employment opportunities, retail sales tax revenue,
20 and flexibility in housing choices.
21

22 **3. The proposed Specific Plan provides for the construction, improvement, or**
23 **extension of transportation facilities, public utilities and public services**
24 **required by the long-term needs of the project and/or other area residents,**
25 **and complements the orderly development of the city beyond the project**
26 **boundaries.**
27

28 The project as conditioned will improve the site in a manner that is consistent
29 with the General Plan Circulation, Community Services and Infrastructure
30 elements which will serve the circulation and public service needs of the
31 proposed commercial and residential development. The traffic analysis for the
32 Specific Plan has determined that the streets and circulation system in the area
33 will be adequate to handle the future anticipated traffic needs with the provision
34 of the suggested mitigation measures. Regional drainage needs, recreational
35 amenity and utility services are also planned and provided for.
36

37 The proposed Specific Plan for the project is compatible with the existing
38 development constructed and planned for immediately north, east and south of
39 the subject site. The Specific Plan will guide development so that streets and
40 circulation system in the area will be adequate to handle the future anticipated
41 traffic and community service needs with the provision of the suggested
42 mitigation measures.
43
44
45
46

1 **SECTION 3: ADOPTION OF SPECIFIC PLAN**

2
3 The Ramona Creek Specific Plan No. 12-001 is hereby adopted as indicated in Exhibit
4 1A, on property as described in Exhibit 1B.

5
6 **SECTION 4: SEVERABILITY**

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

16
17 **SECTION 5: PUBLICATION**

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

24
25 **SECTION 6: EFFECTIVE DATE**

26
27 This ordinance will become effective 30 days after its adoption.

28
29 **INTRODUCED** at the regular meeting of the Hemet City Council on June 10, 2014.

30
31 **APPROVED, AND ADOPTED** this 24th day of June, 2014.

32
33
34
35
36 _____
37 Larry Smith, Mayor

38
39
40 **ATTEST:**

41
42
43 **APPROVED AS TO FORM:**

44 _____
45 Sarah McComas, City Clerk

46 _____
Eric S. Vail, City Attorney

1 **State of California**)
2 **County of Riverside**)
3 **City of Hemet**)
4

5 I, Sarah McComas, City Clerk of the City of Hemet, do hereby certify that the
6 foregoing Ordinance is the actual Ordinance introduced and placed upon its first
7 reading at a regular meeting of the City Council on the 10th day of June 2014, and
8 adopted by the City Council of the City of Hemet and was passed at a regular
9 meeting of the City Council on the 24th day of June, 2014 by the following vote:

10
11 **AYES:**
12 **NOES:**
13 **ABSTAIN:**
14 **ABSENT:**
15
16
17
18

19 _____
20 Sarah McComas, City Clerk
21
22

Exhibit 1A
Ramona Creek
Specific Plan
(SP 12-001)

(Available on the City's website at www.cityofhemet.org and at the Planning Division Public Counter, the Hemet Public Library and the City Clerk's Office)

City Council Meeting of
June 24, 2014

LEGAL DESCRIPTION

Real property in the City of Hemet, County of Riverside, State of California, described as follows:

THAT PORTION OF TRACT XX, AS SHOWN BY THE PARTITION MAP OF THE RANCHO SAN JACINTO VIEJO ON FILE IN THE OFFICE OF THE COUNTY CLERK OF SAN DIEGO COUNTY, CALIFORNIA, DESCRIBED AS FOLLOWS:

BEGINNING AT CORNER NO. 5 OF SAID TRACT XX, BEING RANCHO CORNER S.J. 14;
THENCE NORTH 3432 FEET, TO RANCHO CORNER S.J. 13;
THENCE NORTH 89° 41' EAST, ALONG THE NORTHERLY LINE OF SAID TRACT XX, 2640 FEET;
THENCE SOUTH 3458.90 FEET;
THENCE NORTH 89° 44' WEST, ALONG THE SOUTHERLY LINE OF SAID TRACT XX, 2640 FEET,
TO THE POINT OF BEGINNING;

EXCEPTING THEREFROM THE EASTERLY 30 FEET GRANTED TO THE COUNTY OF RIVERSIDE FOR ROAD PURPOSES BY DEED RECORDED JANUARY 14, 1925 IN BOOK 624 PAGE 515 OF DEEDS, RECORDS OF RIVERSIDE COUNTY, CALIFORNIA;

ALSO EXCEPTING THEREFROM THAT PORTION AS DESCRIBED IN THAT CERTAIN FINAL ORDER OF CONDEMNATION, IN THE SUPERIOR COURT OF THE COUNTY OF RIVERSIDE, STATE OF CALIFORNIA, CASE NO. 92093, A CERTIFIED COPY OF WHICH RECORDED SEPTEMBER 23, 1968 AS INSTRUMENT NO. 91501 OF OFFICIAL RECORDS OF RIVERSIDE COUNTY, CALIFORNIA;

ALSO EXCEPTING THEREFROM THOSE PORTIONS CONVEYED TO THE CITY OF HEMET BY GRANT DEED RECORDED JANUARY 20, 1987 AS INSTRUMENT NO. 13863 AND NOVEMBER 13, 1987 AS INSTRUMENT NO. 326129, BOTH OF OFFICIAL RECORDS OF RIVERSIDE COUNTY, CALIFORNIA.

SAID PROPERTY IS ALSO SHOWN AS TRACT "A" ON RECORD OF SURVEY ON FILE IN BOOK 6 PAGE 9 OF RECORDS OF SURVEY, RECORDS OF RIVERSIDE COUNTY, CALIFORNIA.

APN: 448-090-003-4



Staff Report

TO: Honorable Mayor and Members of the Hemet City Council

FROM: Wally Hill, City Manager *Wally Hill*
Laura Ireland, Human Resources Manager

DATE: June 24, 2014

RE: Memorandum of Understanding with the Hemet Non-Sworn Police Employees Association (HNSPEA)

RECOMMENDED ACTION:

That the City Council authorize the City's negotiation team to execute the attached Memorandum of Understanding (MOU) between the City and the Hemet Non-Sworn Police Employees Association (HNSPEA), which shall be effective upon adoption by the City Council through October 31, 2015.

BACKGROUND:

Until recently, the members of the Hemet Non-Sworn Police Employees bargaining unit have been represented by *Communications Workers of America (CWA)*. The last MOU expired October 31, 2013. This unit is currently comprised of twenty-one members, and includes Public Safety Dispatchers, Community Service Officers, Public Safety Office Specialists, Crime Scene Technicians, Property/Evidence Technicians, Public Safety Operators, Police Records Technicians, and Police Cadets. These positions provide essential support services to the Police Department.

The last MOU, negotiated in November of 2011, included a number of provisions to assist in resolving the City's budget issues including additional pension reform with the creation of a lower tier of PERS for new hires, and the requirement that employees pay the full "employee share" of PERS. These cost saving provisions will continue into the proposed contract.

Term:

- MOU shall be effective upon adoption by the City Council through October 31, 2015.

Salaries:

- Effective November 1, 2013, all unit members shall be granted a 2.75% salary increase.
- Effective November 1, 2014, all unit members shall be granted a 2.75% salary increase.

- One-Time, Lump Sum, Non-Recurring and Non-Pensionable Payments. One-time payment of \$600 upon ratification of contract and one-time payment of \$600 in November, 2014.

Uniform Allowance:

- Increase of \$100 for all classifications, except cadets who will receive an increase of \$50 to the existing uniform allowance.

Retirement:

- Language updated to be consistent with provisions of PEPRA (Public Employees' Pension Reform Act).

Holidays:

- To be consistent with other similar bargaining units, holiday pay will be equivalent to employee's scheduled work period.

Reopeners:

- Workplace schedules
- Revision of Comparable Cities
- Contracting out
- Matron Duty Pay (second year)

FISCAL IMPACT:

The total two-year cumulative cost of this package is approximately \$90,000. All of the costs are General Fund related. The on-going costs for future fiscal years (FY 15-16 and later) is about \$75,000 per year.

Respectfully submitted,



Wally Hill
City Manager



Thomas Kanarr
Interim Finance Director

Approved as to form:



Eric S. Vail
City Attorney

Attachment: Memorandum of Understanding between the City and HNSPEA

MEMORANDUM OF UNDERSTANDING

CITY OF HEMET AND

HEMET NON-SWORN POLICE EMPLOYEES ASSOCIATION

November 1, 2013 through October 31, 2015

TABLE OF CONTENTS

	Page
ARTICLE 1 - RECOGNITION.....	1
ARTICLE 2 - MANAGEMENT RIGHTS.....	2
ARTICLE 3 - AGENCY SHOP	3
ARTICLE 4 - SALARIES	7
ARTICLE 5 - BENEFITS	11
ARTICLE 6 - LEAVES.....	18
ARTICLE 7 - HOLIDAYS.....	22
ARTICLE 8 - PERSONNEL REDUCTION PROCEDURE	24
ARTICLE 9 - NONDISCRIMINATION	25
ARTICLE 10 - DISCIPLINE AND DISCHARGE RULES AND REGULATIONS	26
ARTICLE 11 - GRIEVANCE APPEALS PROCEDURE.....	27
ARTICLE 12 - COMPLETION OF MEET AND CONFER.....	31
ARTICLE 13 - SAVINGS CLAUSE	32

**MEMORANDUM OF UNDERSTANDING
BETWEEN
CITY OF HEMET
AND
HEMET NON-SWORN POLICE EMPLOYEES ASSOCIATION**

This Memorandum of Understanding (hereinafter "MOU") is entered into between the City of Hemet (hereinafter "City) and the Hemet Non-Sworn Police Employees Association (hereinafter "Association"), pursuant to the provisions of the Meyers-Milias-Brown Act. This MOU shall be effective for the period from November 1, 2013 through October 31, 2015 and thereafter shall continue in effect year by-year unless one of the parties notifies the other in writing no later than August 1, 2015 of its request to modify, amend or terminate this MOU, or no later than August 1st or after 2015.

ARTICLE 1 - RECOGNITION

1.1 City reaffirms its recognition of the Association in conformance with Ordinance No. 682, as the exclusive representative of all employees within the classifications of:

- Police Cadet
- Crime Scene Technician
- Community Service Officer (CSO)
- Property/Evidence Technician
- Public Safety Dispatcher
- Public Safety Office Specialist (PSOS)
- Public Safety Operator
- Police Records Technician

1.2 Nothing in the above shall be construed as requiring an employee to join the Association, nor to maintain his or her membership in the Association as a condition of employment.

ARTICLE 2 - MANAGEMENT RIGHTS

- 2.1 It is understood and agreed that City retains all of its powers and authority to direct, manage and control to the full extent of the law. Included in, but not limited to, those duties and powers are the exclusive right to:

Determine its organization; direct the work of its employees; assign related work not expressly covered by job description, determine the times and hours of operation; determine normal working hours and schedule shifts accordingly; determine the kinds and levels of services to be provided and the methods and means of providing them; establish its municipal policies, goals and objectives; make technological improvements; determine staffing patterns; determine the number and kinds of personnel required; maintain the efficiency of City budget procedures and determine budgetary allocation; determine the methods of raising revenue; contract out work in accordance with law; and to take any action necessary to meet conditions of an emergency nature, provided that the Association shall be afforded the opportunity to meet and confer concerning this MOU. In addition, the City retains the right to hire, classify, assign, evaluate, promote, terminate, transfer, and discipline employees.

- 2.2 The City Manager may lay off a unit member or unit members because of shortage of work, lack of funds, material change in duties or organization, or for other valid reasons as determined by the City Manager. The City shall not be required to meet and confer with the Association over decisions to layoff unit members, the timing of such layoffs or the number of employees to be laid off. Layoffs shall be implemented in accordance with the terms of the City's Personnel Rules.
- 2.3 If the City decides to contract out work during the term of this MOU, such decisions shall be subject to the City's obligation to meet and confer over the decisions and/or the effects of such decisions.
- 2.4 The exercise of the foregoing powers, rights, authority, duties and responsibilities by City, the adoption of policies, rules, regulations, and practices in furtherance thereof, and the use of judgment and discretion in connection therewith, shall be limited only by the

specific and express terms of this MOU, and then only to the extent such specific and express terms are in conformance with law.

ARTICLE 3 – AGENCY SHOP

3.1 Authority. City and Association mutually understand and agree that an agency shop was approved by a petition signed by a majority of the Association members. As a result, City and Association agree to an Agency Shop arrangement under Government Code Section 3502.5(b), which requires that, as a condition of continuing employment, employees in the affected bargaining unit must either, join the Association, pay to the Association a service fee in lieu thereof, or establish a religious exemption therefrom. Such service fee shall be established by the Association, and shall not exceed the standard initiation fee, periodic dues and general assessments of the Association.

3.2 Association Dues/Service Fees.

a. The Human Resources Department shall provide all current employees represented by the Association, and any employees hired into Association represented positions thereafter, with an authorization notice (“Authorization Notice”), in a form to be provided by the Association, advising the employees of the following information:

- (1) An agency shop arrangement for the Association has been enacted pursuant to state law; and,
- (2) All employees subject to the agency shop arrangement must either join the Association, pay a service fee to the Association, or claim a religious exemption from this requirement as provided by Paragraph 3.2(f). The Authorization Notice shall include a form for the employee’s signature authorizing a payroll deduction of Association dues, a service fee or a charitable contribution equal to the service fee. Said employees shall have thirty (30) calendar days from the date they receive the Authorization

Notice to fully execute the form and return it to the Human Resources Department.

- b. When the form authorizing the deduction of Association dues or the service fee is properly completed and returned during the thirty (30) day period, the City shall begin the applicable deduction of Association dues or the service fee no later than the beginning of the first pay period commencing after receipt of the authorization form by the Human Resources Department. If the authorization form is not completed properly and/or not returned within the thirty (30) day period, the City shall begin the deduction of the service fee no later than the beginning of the first pay period commencing after the expiration of the thirty (30) day period. If the authorization form is properly completed claiming the religious exemption and returned during the thirty (30) day period, the procedure provided in Paragraph 3.2(f)(2) shall be followed.
- c. No dues, fee, or contribution deduction shall be made during any pay period when an employee's earnings are insufficient, after all other deductions are made, to cover the full amount of the dues, fee, or contribution. When an employee is in a non-pay status for an entire pay period, no deduction will be made to cover the pay period from future earnings. In the case of an employee in a non-pay status only during part of a pay period, whose earnings, after deductions, are not sufficient to cover the full amount of the dues, fee, or contribution, no deduction shall be made in the pay period or from future earnings to cover the pay period.
- d. The Association shall advise the City, in writing, of the dues and service fee amounts to be deducted. Any change in the amounts will be submitted to the City, in writing, at least thirty (30) days prior to the effective date of such change.
- e. All deducted dues and service fees shall be remitted to the Association no later than fourteen (14) calendar days after deduction. The City shall also provide an itemized statement detailing each employee's name, amount of deduction, and category of deduction.

f. Religious Exemption.

- (1) Any employee who is a member of a bona fide religion, body, or sect that has historically held conscientious objections to joining or financially supporting public employee organizations shall, upon presentation of active membership in such religion, body, or sect, not be required to financially support any public employee organization as a condition of employment. The employee may be required, in lieu of a service fee, to pay sums equal to the service fee to a non-religious, non-labor charitable fund exempt from taxation under Section 501(c)(3) of the Internal Revenue Code, chosen by the employee from a list of at least three of these funds, designated in Section 3.2.f.3 of this Memorandum of Understanding between the City and the Association, or if the Memorandum of Understanding fails to designate the funds, then to any such fund chosen by the employee. Proof of the payments shall be made on a monthly basis to the City as a condition of continued exemption from the requirement of financial support to the Association.
- (2) Written declarations of or applications for religious exemption and any supporting documentation may be submitted to the Human Resources Department and the Association. After receipt of such a request, the City shall begin a deduction of the charitable contribution no later than the beginning of the first pay period commencing after the receipt of the request by the Human Resources Department. The charitable deduction shall be held in escrow pending receipt of the Association's written determination on the request for a religious exemption. Upon approval of the religious exemption by the Association and upon identification of an appropriate charity by the employee, the City shall remit the escrowed amount to the designated charity and thereafter remit the charitable deductions to the designated charity. Upon denial of the religious exemption by the Association, the City shall convert the charitable contribution deduction to a service fee deduction and remit the escrowed

amount to the Association as service fees. Charitable contributions shall be made by regular payroll deductions only. Failure of the Association to provide the City with a written approval or disapproval of a request for religious exemption within thirty (30) calendar days of the City's receipt of the employee's request shall constitute an approval of the religious exemption.

- (3) The City and the Association have agreed to include the following list of designated non-religious, non-labor charitable funds for receipt of religious exemption deductions in the Memorandum of Understanding between the parties:

United Way

American Cancer Society

American Society for the Prevention of Cruelty of Animals

- g. Records. The Association shall keep an adequate itemized record of its financial transactions and shall make available annually, to the City, and to the employees who are members of the organization, within 60 days after the end of its fiscal year, a detailed written financial report thereof in the form of a balance sheet and an operating statement, certified as to accuracy by its president and treasurer or corresponding principal officer, or by a certified public accountant. A copy of financial reports required under the Labor Management Disclosure Act of 1959 or Government Code section 3456.5 shall satisfy this requirement.
- h. Indemnification. The Association shall indemnify, defend, and hold the City harmless against any liability arising from any claims, demands, or other action relating to the City's compliance with the agency fee obligation.

ARTICLE 4 - SALARIES

4.1 Salary Increases.

- a. Effective November 1, 2013, all unit members shall be granted a 2.75% salary increase.
- b. Effective November 1, 2014, all unit members shall be granted a 2.75% salary increase.

4.2 One-Time, Lump Sum, Non-Recurring and Non-Pensionable Payments.

- a. The City shall pay each full-time unit member a one-time, non-recurring and non-pensionable payment of six hundred dollars (\$600.00) during the first full pay period following ratification. The City shall prorate the \$600 one-time payment for part-time unit members on the basis of the FTE. To be eligible, unit members must be considered active employees during this pay period. The salary schedule shall not be affected by this one-time payment.
- b. The City shall pay each full-time unit member a one-time, non-recurring and non-pensionable payment of six hundred dollars (\$600.00) during the first full pay period in November 2014. The City shall prorate the \$600 one-time payment for part-time unit members on the basis of the FTE. To be eligible, unit members must be considered active employees during this pay period. The salary schedule shall not be affected by this one-time payment.

4.3 Comparable cities will include the cities of Colton, Covina, Corona, Cathedral City, Carlsbad, Upland, Rialto, Palm Springs, Escondido, Redlands, Indio and San Jacinto. Median will be computed on base salaries, and Hemet shall not be used in the calculation. In the event one or more cities shall cease to operate their own Police Department, the parties will mutually agree to either delete such city(ies) or mutually agree on their replacement(s).

- 4.4 Longevity. All unit members with fifteen (15) years of service shall be paid a stipend of \$100 per month, starting with the first pay period of the MOU.
- 4.5 Differential Pay for CSO Working Dispatch. CSO's assigned to the task of Public Safety Dispatcher will receive an additional five percent (5%) salary adjustment after eighteen (18) consecutive hours.
- 4.6 Minimum Court Time. Unit members shall be granted a minimum of two (2) hours credit (compensatory or paid) for a required court appearance during nonscheduled off-duty hours where such appearance is related to City business. Beyond the two (2) hour minimum, unit members shall be given credit for the actual number of non-duty hours. In the event that a court appearance is required during scheduled duty hours (either before or after the shift), the employee shall be paid only for actual time spent in court.
- 4.7 Minimum Call Back Time. An employee shall be granted a minimum of two (2) hours credit (compensatory or paid) for a required call back to duty during hours where such call back is related to City business. If the required call back extends beyond the two (2) hours minimum, such an employee shall be paid at the overtime rate of pay for the call back time that exceeds two (2) hours. For purposes of this paragraph, "minimum call back time" will not apply to an employee held over at the end of his or her regular shift or called in early within two (2) hours before start of shift.
- 4.8 City shall periodically audit and update job classifications, revising descriptions for those employees working out of classification. The Association shall be entitled to actively participate with input, in matters pertaining to the Association's represented classifications.

- 4.9 Acting Pay. City shall compensate commensurately those employees temporarily upgraded to fill supervisory positions. Training positions, of designated period and objective, are exempted from the above except as set forth below.
- 4.10 Field Training Pay. Community Service Officers will receive an additional ten percent (10%) base salary increase while they are training other Unit members provided they have received written permission from their supervisor to conduct the training. After the entire training has ended, the ten percent (10%) increase to base salary will also end.
- 4.11 Compensatory Time. Employees are authorized, in accordance with the "Fair Labor Standards Amendments of 1985," to accumulate not more than eighty (80) hours of compensatory time in lieu of overtime compensation. Such compensatory time shall be earned at the rate of one and one-half (1 1/2) hours for each hour of employment for which overtime compensation is required.
- a. In accordance with the aforementioned Fair Labor Standards Amendments of 1985, an employee who has requested the use of earned compensatory time shall be permitted to use such time within a reasonable period after making the request if the use of the compensatory time does not unduly disrupt the operations of the department.
 - b. An employee at any time may request compensation for any compensatory time earned. Such compensation shall be paid at the regular rate earned by the employee at the time the employee receives such payment. Such compensation shall be included in the employee's regular bi-weekly payroll check.
 - c. An employee who has accumulated compensatory time off shall, upon termination of employment, be paid for the unused compensatory time at the rate of compensation not less than (A) the average regular rate received by such

employee during the last three (3) years of the employee's employment, or (B) the final regular rate received by such employee, whichever is higher.

Holiday Bank Time. Employees may accumulate holiday bank time in lieu of holiday pay, at the same rate at which such time would have been paid. Notice of the exercise of this option shall be given in the manner directed by City. During the year, time accumulated pursuant to this subsection may be sold in increments of not less than eight (8) hours unless the balance of the employee's accumulated time is less than eight (8) hours, in which event the entire balance thereof may be sold. All accumulated holiday bank time remaining at the end of the year shall be sold in the last pay period of each calendar year.

- 4.12 Overtime. Time worked which exceeds an employee's scheduled shift, at the specific request of employee's duty watch commander, shall be compensated at a rate of one and one-half times the employee's hourly regular rate of pay.

Overtime compensation shall be payable to employees in cash or compensatory time off, at the election of the employee, provided that the election concerning compensatory time shall be consistent with Section 3.7.

For purposes of this section, shift trades shall not be deemed as overtime, provided that such shift trades are for the sole convenience of the employees.

- 4.13 Bilingual Compensation. For those employees certified by the Department as bilingual in the Spanish language, the City shall pay additional compensation in the amount of forty dollars (\$40) per month commencing on the first pay period following their certification.
- 4.14 Stand-by Pay. When a Crime Scene Technician is assigned to stand-by duty by the City, the employee shall receive one hundred (\$100.00) dollars per month while assigned to

those duties. Additionally, overtime, when specifically authorized or requested by a supervisor, will be paid at overtime rates as provided in the MOU.

Stand-by duty requires the employee to: a) be reachable by telephone or other communication device; b) be able to respond to work at the City within twenty (20) minutes; c) refrain from activities which might impair his/her ability to perform assigned duties; and d) comply with other operational policies and directives as promulgated by management.

- 4.15 On-Call Pay. Full-time, permanent Public Safety Dispatchers shall be classified as "on-call" and shall be eligible to receive On-Call pay. On-call dispatchers shall be compensated one hundred (\$100) dollars per month.

ARTICLE 5 - BENEFITS

- 5.1 Health Insurance. The City shall make available to all eligible employees and their dependents medical plans through commercial carriers offering at least one HMO and one POS option. The City shall also make available self-funded dental and vision plans.

The City will contribute the sum of \$ \$1,028.81 per month, per employee towards the cost of health insurance. This shall be referred to as the City's maximum liability for medical coverage. The City will contribute 100% of the cost per month, per employee in paid status toward the cost of dental and vision plans for such employee and his/her dependents.

The "Maximum Benefit per family per Calendar Year" as set forth in the "Schedule of Vision Benefits" shall be four hundred and fifty dollars (\$450.00) per year.

In the event any of the plans contracted for and made available by the City to employees and their dependents as mentioned above should be terminated by the provider at no fault

of the City, City agrees to meet and confer with Association regarding the affected health insurance issue. City agrees to notify Association if it changes insurance broker.

- 5.2 Educational Reimbursement. Full-time, regular employees of City who have passed original probation shall qualify for participation in the educational reimbursement program. The program covers courses taken at accredited colleges, universities, correspondence courses, and other institutions. Reimbursement shall not exceed \$2,000 per calendar year.

Reimbursement will be subject to the following:

- a. The course elected must be of benefit to City and directly related to the employee's current duties or future employment with City. Courses taken to satisfy an associate, bachelor's or master's degree requirement may be approved, provided that the degree goal is in the field of current employment of the employee or future employment with the City.
- b. Each employee must attend on his/her own time and complete the course satisfactorily with a passing grade of "C" or its numerical equivalent, or a "pass" or "credit" for the class.
- c. The employee must obtain approval, in writing, from the Chief of Police or his/her designee, prior to enrolling in the course.
- d. Such reimbursement shall include tuition, books, and parking fees used to complete course requirements on assigned projects, but shall not include travel time, mileage, and other miscellaneous costs.
- e. Upon completion of the course, the employee shall attach his/her grade report along with receipts for covered items to his/her approved application for

educational assistance and present it to the Chief of Police. The Chief of Police will forward the records of completion to the Human Resources Manager.

- f. The City Manager will authorize a tuition reimbursement upon certification of satisfactory completion.
- g. Copies of courses completed and the grades attained will be maintained in the employee's personnel file and in the department's file.
- h. Applications for reimbursement will be accepted no later than one month after the course grades have been distributed.
- i. If any employee leaves City service within one (1) year after completion of the course paid for by City, the costs of such course will be deducted from the employee's last pay check. If the last pay check is insufficient to repay the costs, the employee will be required to make appropriate arrangements, including a promissory note, to repay the balance within a year of leaving City service. The City Manager may alter the above requirements in unusual circumstances.

5.3 Uniform Allowance.

- a. City shall contribute \$950 per year as a uniform allowance for public safety dispatchers, public safety operators, and public safety office specialists; and shall contribute \$1,050 per year as a uniform allowance for community service officers, animal control officers, crime scene technicians, and property/evidence technicians; and shall contribute \$475 per year for police cadets.
- b. Those amounts shall be payable in equal amounts of \$237.50 and \$262.50, and \$118.75, respectively, on the first pay check of January, April, July, and October of each year. If practical, City shall issue each of the foregoing sums in a separate

check. Uniform allowance for employees employed less than one year as of December, shall receive a pro rata allowance based on \$79.17, \$87.50 and \$39.58, respectively, per month of service.

- c. Newly-hired personnel may, at their option and in lieu of the allowance paid pursuant to Section (c), (1) be advanced the first year's uniform allowance; or (2) City will supply such personnel with a uniform consisting of two long sleeved shirts, two short sleeved shirts, two pairs of trousers, one Tuffy jacket, and one raincoat.

5.4 Long Term Disability. City will continue to pay, during the term of this Memorandum of Understanding, the entire premium for long term disability insurance, provided that the definition in any such policy may be defined to be substantially as follows:

"Your complete inability due to injury, disease, pregnancy, or mental disorder, to engage in any gainful occupation for which you are reasonably fitted by education, training or experience."

5.5 Retirement Plans.

- a. The City will provide retirement plans with the California Public Employees Retirement System ("CalPERS") as follows:
 - (1) TIER I - For unit members hired prior to July 1, 2011, such plan shall be 2.7% at fifty-five (55) and the "single highest year" amendment, 1959 Survivor Benefits, Level 4, Post-Retirement Survivor Allowance, and Military Service Credit.
 - (2) TIER II - For unit members hired from July 1, 2011 through December 31, 2012, or those hired thereafter who are CalPERS "Classic" members, such plan shall be 2.5% at fifty-five (55) and the "single highest year"

amendment, 1959 Survivor Benefits, Level 4, Post-Retirement Survivor Allowance, and Military Service Credit.

(3) TIER III – For unit members hired on or after January 1, 2013, who are not CalPERS “Classic” employees and are not eligible for reciprocity, such plan shall be 2% at sixty-two (62) and the “highest consecutive three year average” amendment.

b. Purchase Military Service Credit. City shall continue its contract with CalPERS to allow employees to purchase, at their own expense, up to four (4) years of military service credit in accordance with applicable PERS law.

c. Employee Contributions. Association members in retirement Tiers I and II shall pay the full employee share of contribution (EPMC), but not to exceed eight percent (8%), to their respective retirement plans.

Association members in retirement Tier III shall pay at least fifty percent (50%) of the total normal cost, to their retirement plan.

d. Part-Time Retirement Benefits. Entitlement to the Public Employees Retirement System for part-time employees shall be determined in accordance with applicable State law.

Effective January 1, 2013, the Public Employees’ Pension Reform Act of 2013 (PEPRA) will apply to all sworn and non-sworn employees, as well as for employees transferring from other CalPERS or reciprocal agencies.

5.6 Life Insurance. City shall provide each unit member with term life insurance in an amount of \$50,000. Any member may provide up to an additional \$50,000 in coverage at their own cost.

5.7 Workers' Compensation.

- a. Except as provided hereinafter at subsection (b), Workers' Compensation benefits will be provided as required by applicable State law.
- b. City will pay temporary industrial disability leave, for each industrial injury sustained by an employee in any calendar year, at the employee's full salary rate for a period not to exceed forty-five (45) calendar days commencing with the date of injury. Upon the expiration of the forty-five (45) calendar days following such injury, the subject injury or any cumulative injury which is attributable to such injury in whole or in part shall thereafter be ineligible for the benefits of this subparagraph.
- c. No holiday, sick leave, or vacation benefits will accrue for an employee while on industrial leave, except during temporary disability leave which qualifies under subsection (b) or as may be otherwise required by law.

5.8 Non-Industrial Temporary Disability Leave. Upon appropriate verification of non-industrial disability, an employee may be granted temporary disability leave. The employee must utilize all accrued sick and/or vacation leave while on temporary disability leave, or until benefits are payable from any City temporary disability policy covering such employee, whichever occurs first. The employee may supplement from accrued sick/vacation leave benefits the difference between the temporary disability coverage and their normal pay. When all sick/vacation leave is exhausted, the employee may be granted leave without pay. Neither sick leave nor vacation leave benefits will accrue while an employee is on temporary disability leave.

5.9 Sick Leave Distribution. City agrees to provide unit members with the following payoff provisions for accumulated sick leave upon the unit member's retirement or disability, or

upon death of the unit member while employed by City. In the case of death, accumulated sick leave benefits shall be paid to a beneficiary designated by the unit member:

- a. Twenty-five percent (25%) of all accumulated sick leave after five (5) years of service with City; payoff shall be prorated upon last five (5) years of service.
- b. Fifty percent (50%) of all accumulated sick leave after ten (10) years of service with City; payoff shall be prorated upon last five (5) years of service.
- c. Seventy-five percent (75%) of all accumulated sick leave after twenty (20) years of service with City; payoff shall be prorated upon last five (5) years of service.

5.10 Vacation Sell-Back. Unit members with more than two years' service may sell unused accumulated vacation leave in an amount not to exceed 50% of that earned in the preceding 12-month period. The value of the sold vacation shall be based on the employee's salary at the time of the sale.

5.11 Special Assignment Compensation:

- a. Dispatcher Training Duty. Dispatchers, while acting in the capacity of training dispatcher, shall receive an additional 10% of their base salary for such duties. This special assignment compensation shall only apply to training which occurs during a trainee's probationary period.
- b. Lead Dispatcher Duty. Dispatchers who have successfully completed the Communications Training Officer (CTO) course and are assigned as "Lead Dispatchers" will become eligible to receive an additional five percent (5%) of their base salary for hours worked while assigned as "Lead Dispatcher". The

Lead Dispatcher is considered an alternate assignment and will be selected and assigned as detailed in HPD Policy #1028 – Request for Change of Assignment.

- 5.12 Part-Time Regular Employee Benefit Plan. Regular part-time employees are entitled to step increases, salary adjustments for their classification, and other benefits as specifically so designated herein, based upon a prorated share in which the employee's average work week bears to a 40-hour work week. On benefits which require a monetary contribution by City, the employee may elect to receive such benefit by payment to City of his/her portion of the prorated share. Part-time employees shall further be evaluated by their supervisors in the same manner in which regular, full-time employees are evaluated.
- 5.13 Vision Benefit. The maximum vision benefit per family per calendar year shall be increased to four hundred fifty dollars (\$450.00).

ARTICLE 6 - LEAVES

- 6.1 Sick Leaves.
- a. Full-time unit members shall accrue sick leave at the rate of eight hours per month, beginning with the first day of employment. Unit members hired between the first and fifteenth day of the month shall be credited with eight hours sick leave for the month of hire; unit members hired between the sixteenth and the last day of the month shall begin to accrue sick leave on the first day of the following month.
 - b. Sick leave with pay shall be allowed by City whenever a unit member's absence is due to the unit member's illness which prevented his/her attendance on the job and performance of duties on the day of absence.

- c. Each unit member using sick leave must notify the duty watch commander at least two (2) hours prior to the time set for beginning his/her daily duties.
- d. City may require a doctor's certificate at any time as proof of illness, by a doctor of City's choice and at City's expense.
- e. A sick leave request form shall be completed at the department level.
- f. A unit member absent on approved sick leave shall have his/her accumulated sick leave reduced by the number of hours of such absence.
- g. Part-time regular employees shall accrue sick leave at the rate of four hours per month.

6.2 Vacations. Full-time unit members shall accumulate vacation leave in accordance with the following schedule:

- During the first three years of service, unit members shall accrue ninety-six (96) hours of vacation leave per year.
- After three (3) full years of service, unit members shall accrue one hundred twenty (120) hours of vacation leave per year.
- After six (6) full years of service, unit members shall accrue one hundred forty-four (144) hours of vacation leave per year.
- After nine (9) full years of service, unit members shall accrue one hundred sixty (160) hours of vacation leave per year.
- After twelve (12) full years of service, unit members shall accrue one hundred sixty-eight (168) hours of vacation leave per year.

Unit members hired between the first and fifteenth of the month shall be credited with eight (8) hours of vacation leave for the month of hire; unit members hired between the sixteenth and the last day of the month shall begin to accrue vacation leave on the first day of the following month.

- a. Eligibility for Vacation. Use Unit members shall be eligible to take vacation leave following twelve (12) months of full-time, continuous service with the City. Under extraordinary circumstances, the City may, at its discretion, permit a unit member to take vacation leave prior to the completion of twelve (12) months of full-time, continuous service with the City
- b. Vacation Leave Carryover/Maximum Accrual. Unit members may carry over a maximum of one years' accumulated vacation leave to the succeeding calendar year. A unit member will cease accruing additional paid vacation leave once he/she has two years accrued vacation on his/her vacation balance.
- c. Holidays During Vacation Leave. In the event that one or more holidays fall during a period when an employee is on vacation leave, such holiday(s) shall, not be charged as vacation leave, and the leave shall be extended accordingly. Employees assigned to schedules other than the 5/8, will be charged with eight (8) hours of holiday time, with the remainder charged to vacation leave.
- d. Pay for Accumulated Vacation Leave. Unit members who leave the employment of the City shall be paid for all accumulated vacation leave at his/her rate of compensation applicable at the time he/she leaves the employment of the City.
- e. Break in Service. For the purpose of vacation leave accrual, unit members with a break in service with the City of not more than one year shall be given credit for previous service.

f. Part-time regular employees shall accrue vacation leave at one-half the rate established by the schedule above.

6.3 Military Leave. Military leave shall be granted in accordance with the applicable provisions of state law.

6.4 Jury Leave. Any employee who is called or required to serve as a trial juror shall be entitled to a leave of absence during the period of such service or while necessarily being present in court as a result of such call. Under such circumstances, the employee shall be paid the difference between his full salary and any payment received by him, except travel pay, for such duty, for a period not to exceed 10 working days, provided, in cases wherein the court originally estimated the length of the trial would not exceed ten (10) working days, City will continue the benefits of this paragraph for all time in the case which exceeds the stated ten (10) working days.

6.5 Extended Leaves of Absence. City Manager may, upon written request of a regular employee, grant a leave of absence without pay for a period not to exceed one (1) year. Failure on the part of the employee on leave to report to the City Manager promptly at the expiration of the leave, or within a reasonable time after notice by the City Manager to return to duty after such leave, shall be cause for discharge.

6.6 Serious Family Illness Leave. Employees may use up to three (3) days of serious family illness leave in each calendar year. Serious family illness leave may be used when a member of the employee's immediate family has a sickness or disability that requires the immediate attention and care of the employee. Immediate family means the employee's father, step-father, mother, step-mother, legal guardian, brother, sister, spouse, child, stepchild, mother-in-law, father-in-law, grandmother, grandfather, or grandchild. Employees shall furnish, if required by the Chief of Police, satisfactory proof showing the nature and extent of the sickness or disability to justify the use of serious family

illness leave. Serious family illness leave shall not accumulate from year to year. The hour value of a day in this Section is equal to the number of hours an affected employee is absent from his/her regularly-scheduled shift in a 24-hour period. A day will commence with the beginning of an employee's scheduled work day. Thus, if an employee took one hour during a given 24-hour period, he/she would be charged with the use of one day.

- 6.7 Bereavement Leave. Employees may-use up to three (3) days of bereavement leave in each calendar year, in cases where their absence is required due to a death in the employee's immediate family. Immediate family shall be defined in the same way as it is for Serious Family Illness Leave, Section 6.6 above. Bereavement leave shall not accumulate from year to year. The hour value of a day in this Section is equal to the number of hours an affected employee is absent from his/her regularly-scheduled shift in a 24-hour period. A day will commence with the beginning of an employee's scheduled work day. Thus, if an employee took one hour during a given 24-hour period, he/she would be charged with the use of one day.

The employee shall be entitled to use accrued leave for an additional two (2) days, which shall be charged against accrued leave. If an employee does not have any accrued and unused leave, he/she may request a leave of absence for those days in which the employee does not have sufficient accrued leave pursuant to the Personnel Rules, Article 21.5.

ARTICLE 7 - HOLIDAYS

- 7.1 Unit members shall be granted the following holidays:
- a. New Year's Day (January 1)
 - b. Washington's Birthday (third Monday in February)

- c. Memorial Day (last Monday in May)
- d. Independence Day (July 4)
- e. Labor Day (first Monday in September)
- f. Columbus Day (second Monday in October)
- g. Veteran's Day (November 11)
- h. Thanksgiving Day and the day after (fourth Thursday in November and the day after)
- i. Christmas Day (December 25)
- j. Floating Holiday

Each full-time employee will receive eight (8) hours of floating holiday per calendar year. The floating holiday will be used during the calendar year. Floating holiday may not be carried over to the next year. Request for use of a floating holiday must meet the current requirements for requesting the use of vacation leave. The floating holiday can only be used as an eight (8) hour block of time.

7.2 Procedure if Holiday Falls on Saturday or Sunday. For those employees whose normal work week is Monday through Friday, when a holiday falls on Saturday, the preceding Friday shall be observed as a holiday. When a holiday falls on a Sunday, the following Monday shall be observed as a holiday.

7.3 Procedure if Holiday Falls on Regular Day Off. If a holiday occurs on a day which is the full time employee's regular day off, he/she shall be entitled to holiday pay at the hour value that is equivalent to the employee's scheduled work period [i.e. for employees on a regularly scheduled ten (10) hour workday, the holiday pay shall be ten (10) hours. For

employees on a regularly scheduled eight (8) hour workday, the holiday pay shall be eight (8) hours.

7.4 Employees Reporting Sick on Holidays. Employees who report in as sick on a scheduled holiday shall be paid for the holiday, together with an appropriate amount of sick leave pay for the hours actually missed. A commensurate deduction of hours will be made from accumulated sick leave.

7.5 Holiday Pay. Employees who work on a holiday shall either be paid eight hours of holiday pay or receive eight hours of Holiday Bank Time.

ARTICLE 8 - PERSONNEL REDUCTION PROCEDURE

8.1 Seniority. When City orders a reduction in the work force, the layoff of unit members shall be based upon seniority within classification.

8.2 Seniority Date. A unit member's seniority date shall be the first day he rendered service for the department in his classification. The seniority date of a returning unit member, more than one year after resignation or termination, shall be the first working day after the break in service, provided that no credit will be given for the time actually missed.

8.3 Probationary Employees. Unit members on probationary status (new employees and promotional employees) shall be laid off before regular employees in the same classification.

8.4 Ties in Seniority. Unit members in the same classification with equal seniority shall be laid off based upon past performance ratings and relative ability as determined by City.

8.5 Voluntary/Involuntary Reduction in Rank. A unit member who is subject to layoff may, in lieu of layoff, choose to take a reduction to a lower classification, provided he gives written notice to his department head ten (10) calendar days after receiving notice of

layoff. In, order to exercise bumping rights, the unit member must have previously served in the lower classification prior to the seniority date of the unit member being displaced: Notwithstanding the foregoing, a unit member may not be involuntarily reduced to a classification of rank beyond the next lower classification or rank which he currently holds.

- 8.6 Notice. City shall give affected unit members written notice 14 days prior to the effective date of the layoff. Under emergency circumstances, the notice period may be shortened.
- 8.7 Separation Pay. Upon severance, a laid off employee will receive two weeks' separation pay.
- 8.8 Reemployment. Unit members laid off or taking voluntary reduction in service shall be reemployed in the inverse order of their layoff or reduction. Unit members laid off or taking a voluntary reduction in rank shall be maintained on the reemployment list until such unit member once refuses to accept reinstatement.

ARTICLE 9 - NONDISCRIMINATION

- 9.1 The provisions of this MOU shall apply to all persons covered by this MOU without discrimination on account of sex, age, race, color, national origin or creed; nor will there be discrimination in respect to hiring and retention or any condition of employment because of membership in or activities on behalf of the Association.
- 9.2 The Association has no restrictions on membership based on sex, age, color, race, national origin or creed.

ARTICLE 10 - DISCIPLINE AND DISCHARGE RULES AND REGULATIONS

- 10.1 City shall have the right to issue reasonable employee rules and regulations not in conflict with the express terms of this Memorandum of Understanding, provided that such rules and regulations are:
- a. Discussed with the Association prior to adoption;
 - b. Submitted to the Association prior to adoption; and
 - c. Posted in conspicuous places so that employees are advised and have notice of such rules and/or regulations prior to their implementation.
- 10.2 Probationary Period. Notwithstanding the provisions of any other document pertaining to probationary periods, the probationary period for all unit members following initial appointment is one year from date of hire. The probationary period for a promotional appointment is one year from date of promotion. Should the employee fail to satisfactorily complete his probationary promotional period, he shall be returned to the classification and rate of pay previously held in the department.
- 10.3 City shall have the right to discipline and discharge regular employees for "just cause." The Chief of Police shall have the authority to administer discipline in severity up to and including thirty (30) days' suspension. More severe discipline (reduction in salary, demotion, and termination) shall be imposed by the City Manager upon a report and recommendation by the Chief of Police. Probationary employees (original probationary period) do not acquire property or vested rights to their position except as provided by law.
- 10.4 Procedural Due Process. Regular employees have the right to procedural due process rights with respect to pre-disciplinary/discharge matters.

As a minimum, these pre-removal safeguards must include notice of the proposed action, the reasons therefore, and a copy of the charges and materials upon which the action is based and the right to respond either orally or in writing, to the authority initially imposing discipline.

- 10.5 Discipline Procedural Appeals Steps. Discipline imposed by a supervisor of less rank than the Chief of Police may be appealed to the Chief of Police by providing written notice thereof to the Chief of Police within ten (10) working days from the date of the decision.

Decisions or discipline made or imposed by the Chief of Police may be appealed to the City Manager by providing written notice thereof to the City Manager within ten (10) working days from the date of the decision.

The decisions of the City Manager may be appealed in the manner prescribed in Section 11.12 of this Agreement.

ARTICLE 11 - GRIEVANCE APPEALS PROCEDURE

- 11.1 Grievance. A "grievance" shall mean a written allegation by an employee(s) or the Association concerning a dispute arising out of the interpretation or application of the specific terms of this Memorandum of Understanding and/or written employment policy, rules and regulations which affect terms and conditions of employment. An authorized Association representative may file a "grievance" on behalf of all employees to avoid a multiplicity of grievances over the same dispute.
- 11.2 Complaint. The parties acknowledge that employee complaints or problems of a nondisciplinary nature, not covered by the grievance procedure, and which have in the past been processed through the Police Department Complaint Procedure, may continue to be resolved through that procedure.

- 11.3 Representatives. The employee or City may be represented during any step of this procedure by any person designated by such party to act in his/her behalf.
- 11.4 Procedural Due Process. The grievance procedure contained herein shall not act as a substitute for procedural due process rights for individual employees, with respect to pre-disciplinary/discharge matters.
- 11.5 Days. Reference to days regarding time periods in this procedure shall mean work days. A work day is defined as all week days not designated as holidays by state law.
- 11.6 Time Limitation and Waiver. A grievance shall not be valid unless it is submitted to City's designee, on the prescribed form, setting forth the facts and the specific provisions of the Memorandum of Understanding allegedly violated and the particular relief sought, within fifteen (15) days after the date the grievant knew or in the exercise of reasonable diligence should have known of the event giving rise to the grievance. Failure to file or process any grievance within the prescribed time limitation may constitute a bar of such grievance.
- Failure by City's representative to issue a decision within the time periods provided herein shall constitute a denial of the grievance and the grievant may appeal to the next level. City's representative, prior to issuing a decision at Step 1 or Step 2, shall meet with the grievant and his/her representative, if any. Any issue or dispute concerning the procedures of this grievance procedure, including the timeliness of the filing or processing of a grievance, shall be subject to determination by the hearing officer.
- 11.7 Informal Conference. Prior to filing a formal grievance, an employee should discuss his/her grievance with his/her immediate supervisor in an effort to adjust the alleged grievance informally.

11.8 Step 1. If the grievance is not resolved through the informal conference with the immediate supervisor, the employee must file a grievance with the watch commander or the Police Chiefs designee within the time prescribed in paragraph 10.6. A written decision shall be given to the grievant within ten (10) days after receipt of the grievance.

11.9 Step 2. If the grievance is not resolved at Step 1, the grievant shall have ten (10) days after receipt of the Step 1 decision to file a written appeal to the division commander or the Police Chiefs designee.

A written decision shall be given to the grievant within ten (10) days after receipt of the appeal. The grievant may request a meeting with the Police Chief prior to the issuance of this decision.

11.10 Step 3. In the event the grievance is not resolved in Step 2, the grievant may appeal within fifteen (15) days by filing written notice with the City Manager.

11.11 If, within the fifteen (15) day appeal period, the employee involved does not file said appeal, unless good cause for the failure is shown, the action of the City Manager shall be considered conclusive and shall take effect as prescribed.

11.12 Except as provided herein, the grievant may appeal the decision of the City Manager within fifteen (15) days of his/her decision by providing the City Manager with a written notice of such appeal. The appeal from the City Manager shall be conducted before a hearing officer mutually selected by the parties. Notwithstanding the foregoing provision, the decision of the City Manager shall be final in minor disciplinary matters which do not subject the grievant to time off or for unsatisfactory comments in performance evaluations wherein the overall performance evaluation is rated as satisfactory or better.

The City Manager shall request a panel of seven (7) arbitrators from the California State Mediation and Conciliation Service within fifteen (15) days of receiving such a request.

The arbitrator shall be selected to hear the grievance by alternately striking names from such a panel beginning with the aggrieved employee.

- 11.13 Conduct of Hearings. All hearings shall be open to the public, provided, however, that the hearing officer shall, at the request of the employee, exclude the public from all or any portion of such hearings.

The hearing need not be conducted in accordance with technical rules relating to evidence and witnesses, but hearings shall be conducted in a manner most conducive to determination of the truth.

The hearing officer shall determine relevancy, weight, and credibility of testimony and evidence. He/she shall base his/her findings on the preponderance of evidence.

Decisions made by the hearing officer shall not be invalidated by any informality in the proceedings.

The hearing officer shall not have the authority to add to, modify, or subtract from this Agreement or to take testimony from one party outside the presence of the other. The hearing officer shall not have the authority or power to render a binding decision that requires City to expend additional funds, to hire additional personnel, to buy additional equipment or supplies, or to pay wages or benefits not specifically provided for in this Agreement or to take any action which would be in violation of Federal or State laws.

In disciplinary matters, the hearing officer may sustain or reject any or all of the charges filed against the employee. He/she may sustain, reject or modify the disciplinary action invoked against the employee. He/she may not provide for discipline more stringent than that invoked by the appointing authority.

The parties, through their respective counsel, shall, if deemed appropriate, adopt and implement Step 3, Hearing Rules, for Conduct of Hearing.

- 11.14 Hearing Officer's Decision. The hearing officer shall render his/her decision as soon after the conclusion of the hearing as possible and in no event later than ten (10) days after conducting the hearing. His/her decision shall set forth which charges, if any, are sustained and the reasons therefore. The hearing officer's written findings and conclusions which support his/her decision shall be filed with City, the charged employee and his/her representative, the City Clerk, and the City Manager. The decision of the hearing officer is final and binding and shall be implemented by the personnel officer, subject only to the appropriate legal recourse of City or Association pursuant to CCP Section 1094.5 The cost of the hearing and the hearing officer's fees shall be borne equally by the parties.

ARTICLE 12 - COMPLETION OF MEET AND CONFER

- 12.1 It is intended that this Agreement sets forth the full and entire understanding of the parties regarding the matters set forth herein, and any other prior or existing understanding or agreements by the parties, whether formal or informal, regarding such matters are hereby superseded or terminated in their entirety.
- 12.2 Except as specifically provided in this MOU (e.g. Article 2.3), the parties agree that neither the City nor the Association shall be required to meet and confer on any subject during the term of this Agreement.
- 12.3 Any agreement, alteration, understanding, variation, waiver, or modification of any of the terms or provisions contained herein shall not be binding upon the parties hereto unless made and executed in writing by all parties hereto, and if required, approved and implemented by the City Council.

12.4 The waiver of any breach, term, or condition of this Agreement by either party shall not constitute a precedent in the future enforcement of all its terms and provision.

12.5 Reopeners.

During the term of this Memorandum of Understanding, the City and Employees will reopen this Memorandum of Understanding for the purposes of meeting and conferring to completion during the term on the following items:

- a. Workplace schedules
- b. Revision of the list of comparable cities
- c. Contracting out
- d. Matron Duty Pay in the second year of contract (the parties expressly waive any right to bargain to impasse, demand fact finding or unilateral imposition).
- e. Revision of the City's Personnel Rules

ARTICLE 13 - SAVINGS CLAUSE

13.1 Should any provision of this Memorandum of Understanding, or any application thereof, be unlawful by virtue of any federal, state or local laws and regulations, or by court decision, such provision shall be effective and implemented only to the extent permitted by such law, regulation or court decision. But in all other respects, the provisions of this MOU shall continue in full force and effect for the term thereof.

Dated: _____

**HEMET NON-SWORN POLICE
EMPLOYEES ASSOCIATION
("ASSOCIATION")**

Tony Ramirez
President

Christine Lovett
Vice President

Angela Weigle
Secretary

Dated: _____

**CITY OF HEMET
("CITY")**

Daphne Anneet
Chief Negotiator

Laura Ireland
Human Resources Manager



Staff Report

TO: Honorable Mayor and City Council

FROM: John Jansons, Community Investment Director

THROUGH: Wally Hill, City Manager *Wally Hill*

DATE: June 24, 2014

SUBJECT: Resolution No. 14-040 Authorizing the Modification of Terms for a Disposition, Development and Loan Agreement and Related Documents for the Greystone Apartments Project, and Authorizing Preparation and Execution of Amended Documents

RECOMMENDATION:

That the City Council adopt Resolution No. 14-040 authorizing the City Manager to prepare and execute all documents necessary to revise the Disposition, Development and Loan Agreement and related documents for the Greystone Apartments Phases 1 and 2, to reflect a change in loan repayment terms and a modification to the residential unit sizes.

BACKGROUND:

In September 2013 the City and the Housing Authority adopted resolutions authorizing the execution of a Disposition, Development and Loan Agreement addressing the conveyance of real property owned by the Housing Authority on Mobley Lane to Riverside Housing Development Corporation (RHDC) or an affiliated entity, for the rehabilitation of Phases 1 and 2 of the Greystone Apartments. Phase 1 of the project was funded utilizing NSP I and NSP III funding which needed to be utilized prior to a HUD deadline of April 30, 2014. The Authority and the City of Hemet committed a total of \$1,471,000 to the project. Of that amount, \$1,219,000 was committed as a long-term (55 years) investment repayable from project residual receipts, while \$252,000 was committed as a short-term (3 years) bridge loan until the developer was able to apply for and receive an allocation of state or federal tax credits that would provide the permanent financing necessary for Phase 2. The \$252,000 short-term loan was to be repaid out of Phase 2's tax credit financing. Phase 1 was successfully completed within the NSP deadline, and RHDC is currently preparing a tax credit application to submit to the State for Phase 2 financing.

DISCUSSION / ANALYSIS:

The tax credit allocation program as structured by the California Tax Credit Allocation Committee (TCAC) provides priority to projects that include large (3-bedroom) units; however the financing program has minimum unit size requirements: two bedroom units must be at least

750 square feet in size, and three bedroom units must be at least 1000 square feet. The existing units on Mobley Lane do not meet those requirements. RHDC requested a waiver for the size requirements, but the State denied the waiver request. To qualify for the large-unit preference, RHDC has proposed reconfiguring the units sizes to meet the TCAC requirements. To do so, RHDC has had to redesign the interior space of the buildings and now proposes to convert many of the units from three bedrooms down to two bedrooms. The three bedroom units are now designed to be 1015 square feet and the two bedroom units are approximately 734 square feet. TCAC has agreed to waive the 750 square foot minimum size for the two bedroom units.

As a result of the change in project configuration there is a projected increase in construction costs in the amount of approximately \$750,000. To meet the unit size requirements it will be necessary to move some load bearing structural walls in the buildings. The project's original financing plan anticipated a substantial renovation of the existing units, but did not include any costs to move load bearing walls. These changes will need to be made to both phases in order to receive the tax credit financing for the whole project. So, even though the renovation of Phase 1 is already complete, modification will be required to meet the TCAC requirements for the overall project.

In addition, the projected project operating revenue has decreased since under the revised plan, there will be fewer 3-bedroom units, and the allowable rent will be less. Previously, in addition to the manager's unit, the project would have included 32 three bedroom units and 8 two bedroom units, but now it will have only 12 three bedroom units and 28 two bedroom units. The maximum allowable rent is significantly less for 2 bedroom units than for 3 bedroom units. To offset the projected shortfall in operating revenue, the developer proposes to "pre-fund" required reserves. This would eliminate the annual expense of funding reserve contributions and would enable the projected operating budget to be in balance. TCAC permits annual reserve contributions to be eliminated if they have been funded in advance by a capital contribution.

To comply with TCAC requirements, the developer has requested approval to modify the bedroom size/count for the project. In addition, as a result of the increased construction costs and decreased projected rent revenue, the developer has determined that it would no longer be feasible to repay the \$252,000 loan as originally scheduled, and has requested a revision to the repayment schedule for the \$252,000 loan to enable it to be repaid out of project residual receipts on the same basis as the \$1,219,000 loan.

COORDINATION AND REVIEW:

This recommendation was prepared and coordinated with the City Attorney's Office, the City Manager and Department of Community Investment.

FISCAL IMPACT:

Proceeding as recommended will delay repayment of the \$252,000 loan, but will otherwise have no impact on the Housing Authority or City general funds. Failure to proceed with the recommended action may result in the project not being eligible for tax credit financing and may prevent the completion of Phase 2.

ALTERNATIVE(S):

None proposed.

CONCLUSION:

Staff recommends that the City Council adopt Resolution No. 14-040 authorizing the City Manager to prepare and execute all documents necessary to revise the Disposition, Development and Loan Agreement and related documents for the Greystone Apartments Phases 1 and 2, to reflect a change in loan repayment terms and a modification to the residential unit sizes.

ATTACHMENT(S):

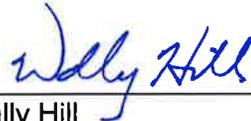
1. Draft Resolution No. 14-040

Recommended by:



John Jansons
Community Investment Director

Approved By:



Wally Hill
City Manager/Executive Director



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**CITY OF HEMET
Hemet, California
RESOLUTION BILL NO. 14-040**

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**A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF
HEMET, CALIFORNIA, AUTHORIZING THE MODIFICATION
OF TERMS FOR A DISPOSITION, DEVELOPMENT AND
LOAN AGREEMENT AND RELATED DOCUMENTS FOR
THE MOBLEY LANE PROJECT**

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WHEREAS, on April 9, 2013, the Hemet Housing Authority (the “**Authority**”) provided conceptual approval for the disposition, rehabilitation and financing of the property owned by the Authority located on Mobley Lane in the City of Hemet (the “**Property**”) pursuant to documents to be negotiated with the Riverside Housing Development Corporation, a California nonprofit public benefit corporation (“**RHDC**”);

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WHEREAS, Authority staff negotiated the terms and conditions under which RHDC or a related entity would acquire and rehabilitate the Property in two phases, collectively consisting of 41 units of housing affordable to low- and very low-income households (the “**Project**”);

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WHEREAS, the Project, the Property and the terms and conditions for disposition, rehabilitation, and financing of the Project are more particularly described in a Disposition, Development and Loan Agreement (the “**DDA**”) which was approved by the Authority’s governing board and executed by the Authority and RHDC;

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WHEREAS, pursuant to the DDA, RHDC has assigned its rights and obligations under the DDA to Mobley Lane Partners, LP, a California limited partnership in which RHDC serves as general partner (“**Developer**”);

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WHEREAS, Phase 1 of the Project consists of the acquisition and rehabilitation of 12 units of affordable housing located at 598, 599 and 575 Mobley Lane (“**Phase 1**”), and Phase 2 of the Project will consist of the acquisition and rehabilitation of 29 units of affordable housing on the remainder of the Property (“**Phase 2**”);

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WHEREAS, in connection with the DDA, the Authority and the City of Hemet agreed to provide financing for Phase 1 of the Project consisting of a construction/permanent loan in the amount of \$1,219,000 and a second short-term loan in the amount of \$252,000 (the “**Short-Term Note**”), each to be funded with Neighborhood Stabilization Program (“**NSP**”) funds (collectively, the “**Loans**”);

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WHEREAS, the DDA provides that the proceeds of the Loans may be used for rehabilitation of the Phase 1 residential units and for specified predevelopment costs for Phase 2;

1 **WHEREAS**, Developer, and as applicable, the Authority have executed two
2 Secured Promissory Notes which provide for repayment of the construction/permanent
3 loan on a residual receipts basis and repayment of the Short-Term Note upon
4 completion of Phase 2 of the Project; an Affordable Housing Regulatory Agreement and
5 Declaration of Restrictive Covenants ("**Regulatory Agreement**") which restricts rents
6 for units in Phase 1 of the Project at affordable levels for a period of 55 years; and a
7 Deed of Trust, Assignment of Rents, Security Agreement and Fixture Filing pursuant to
8 which the Authority will be provided a security interest in the Phase 1 Property to secure
9 repayment of the Loans and compliance with the Regulatory Agreement;

6 **WHEREAS**, the DDA provides that similar agreements will be executed in
7 connection with the disposition of the Phase 2 Property;

8 **WHEREAS**, Developer will seek additional financing for Phase 2 of the Project,
9 and will apply for an allocation of federal low-income housing tax credits to fund the
10 rehabilitation of the Phase 2 residential units and the construction or rehabilitation of
11 garages and common facilities for both Phase 1 and Phase 2; and

12 **WHEREAS**, in order to be competitive in its application for federal low-income
13 housing tax credits, Developer has requested certain modifications to the repayment
14 schedule for the Short-Term Note, and a modification to the bedroom count/unit size
15 configuration for Phase 1 and Phase 2, without changing the total number of residential
16 units in the Project.

17 **NOW, THEREFORE, BE IT RESOLVED** that the City Council of the City of
18 Hemet, California hereby:

- 19 1. Finds that the modifications requested by Developer are reasonable and
20 necessary to facilitate Developer's application for low-income housing tax credit
21 financing for the Project.
- 22 2. Approves a modification to the repayment terms for the Short-Term Note to
23 provide that it will be payable on a residual receipts basis from Project cash flow.
- 24 3. Approves modifications to the DDA, the Regulatory Agreement and related
25 documents to provide that Phase 1 may be modified to include 8 two-bedroom units and
26 4 three-bedroom units, and that Phase 2 will consist of 21 two-bedroom units and 8
27 three-bedroom units.
- 28 4. Authorizes the City Manager or his designee to execute and deliver such other
instruments and to take such other actions as necessary to carry out the intent of this
Resolution.

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 Resolution is the actual Resolution adopted by the Hemet City Council of the
6 City of Hemet, CA and was passed at a regular meeting of the City Council on the 24th
7 day of June, 2014 by the following vote:

8 AYES:
9 NOES:
10 ABSTAIN:
11 ABSENT:

12 _____
13 Sarah McComas, City Clerk

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Staff Report

TO: Honorable Mayor and Members of the Hemet City Council

FROM: Wally Hill, City Manager *Wally Hill*
Deanna Elliano, Community Development Director *Deanna*
Kris Jensen, Public Works Director *Kris*

DATE: June 24, 2014

RE: Authorization to Amend the City's Classification Manual to Add Two New Position Classifications

RECOMMENDATION:

That the City Council amend the Classification Manual to add the new classifications of Facilities Maintenance Manager and Senior Building Inspector

BACKGROUND & ANALYSIS:

One of the ways that the City of Hemet has continued to respond to the fiscal constraints and still provide the best possible core services to the public, is to continue to examine our internal organizational structures and make adjustments where needed. The establishment of the Facilities Maintenance Manager and Senior Building Inspector job descriptions and classifications are part of the ongoing effort to ensure more effective, efficient, quality service delivery to the public for those services that the City continues to deliver with reduced staffing levels. The intention is to create job classifications for two existing employees who are currently performing the duties and expertise of the respective new job descriptions, and who will also be expected to take on additional tasks and responsibilities under the reclassifications. Both of the existing employees currently exceed the required certifications and experience levels required under the proposed job descriptions, and function as critical members of the respective Departments.

The proposed job classification titles are fairly typical in most public sector organizations, although the job descriptions themselves have been tailored to suit the needs of the City of Hemet. The additional job classifications are proposed as follows (Department / Title / Position Type / Salary Range), and are described in more detail below:

- A. Public Works: Facilities Maintenance Manager / Manager / Range M41 [\$6,382 – \$8,146]
- B. Community Development Department: Senior Building Inspector / SEIU / Range 58 [\$4,824 – \$6,161]

A. Facilities Maintenance Manager: NEW CLASSIFICATION (Public Works)

The Facility Maintenance Division is an internal service that provides preventative maintenance and repair services city-wide, as well as, supports maintenance of public facilities such as street

lighting, traffic signals, and park buildings. The division has been reduced by 30% over the last decade and currently consists of four Facilities Technicians and two Facility Services Aides.

The position of Facility Supervisor, the management position that formerly oversaw the division, has been vacant since October of 2010, when through a City-wide reorganization, the position was left unfilled. The position remained unfilled through FY11/12 and was completely unfunded as a budget balancing measure in FY12/13. Although basic duties of the position were initially absorbed by the Public Works Director and field staff, the separation of technical expertise from the administrative responsibilities has impacted the efficiency of the division. As staff looks to move forward in reestablishing an effective preventative maintenance program, and works to implement energy efficiency measures, the need to reestablish a management position has become crucial.

Approval of the Facilities Maintenance Manager job classification (attached) will reflect the current demand of job responsibilities to be performed or overseen by the division manager. Increased job demands have occurred as a result of key positions remaining unfunded to balance budgets, elimination of analytical administrative support, and ever increasing regulatory items related to facility management. The technical nature of the position, and the breadth and depth of knowledge required to effectively administer the necessary maintenance programs, require that high level decision making and independent performance of administrative functions be incorporated into the position.

Staff is recommending adding the Facilities Maintenance Manager position to the Hemet Mid-Managers Association's (HMMA) list of represented positions. Staff has consulted with the HMMA president and has obtained approval for the addition of this classification. The addition of this classification to their represented list is to be memorialized in a side letter of agreement upon Council approval.

B. Senior Building Inspector: NEW CLASSIFICATION (Community Development Department)

This is a new classification (job description) to be established in the Building Division of the Community Development Department. At present, the Building Official directly supervises all employees within the Building Division and there is a need to establish a lead/supervisor position over the Building Inspection staff, as well as to formally establish a job classification that more accurately represents the level of expertise and duties required of this position. The position also provides critical and technical support to the Building Official, and is skilled in all aspects of the Building Division tasks, procedures, and building and safety code requirements. The Sr. Building Inspector position is responsible for performing the more complex structural building inspections, and will be responsible for day to day scheduling, oversight, and training of the building inspection function. This position will also take on a portion of the duties of the Plans Examiner position that is proposed to be eliminated in the FY 14-15 budget, and perform all ADA plan check reviews and inspections.

The addition of this classification formally recognizes the crucial role this position contributes to the daily operation of the Building Division, as well as the coordination and implementation of specialized programs including the Mobile Home Inspection Program, Hemet ROCS, and the new Rental Registration Program Inspections. The expertise of this position allows the Building Official to concentrate on overall management of the Division, the ongoing implementation of new policies and procedures to enhance efficiency, and to provide a personable and hands- on

approach to assisting businesses and developers in the community with their construction projects.

The proposed FY 14-15 budget includes a reclassification of an existing Building Inspector II position to the proposed Senior Building Inspector position. No additional employees are proposed by this action.

COORDINATION AND REVIEW:

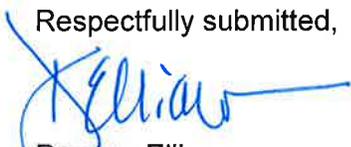
The proposed job descriptions and classifications have been reviewed and approved by the Human Resources Manager and funding for the classifications has been included in the proposed budget. In addition, the City recognizes its obligation to complete the meet and confer process with the applicable labor groups with regard to the effects of the creation of these job descriptions prior to final implementation.

FISCAL IMPACT:

Funding for the Facilities Maintenance Manager position was previously approved through FY13/14 Operating Budgets in Fund No. 685. No additional fiscal impacts result for this position.

Funding for the reclassification of the Building Inspector II to the proposed Senior Building Inspector position has been provided from the Building Division operating budget. There is no net cost to the general fund as a result of this reclassification or the establishment of the job classification.

Respectfully submitted,

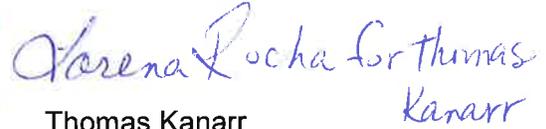


Deanna Elliano
Community Development Director



Kris Jensen
Public Works Director

Fiscal Review:



Thomas Kanarr
Interim Finance Director

ATTACHMENTS:

1. Job Descriptions for Facility Maintenance Manager
2. Job Description for Senior Building Inspector

CITY OF HEMET

Class Code: 2732
Page 1 of 3

Date Adopted: 6/24/2014
Date Last Revised: NEW CLASS

Facilities Maintenance Manager

Class specifications are intended to present a descriptive list of the range of duties performed by employees in the class. Specifications are not intended to reflect all duties performed within the job.

DEFINITION

Under general direction, plans, coordinates, supervises, directs, and reviews the activities required for the implementation of effective preventative maintenance and repair programs for all municipal facilities; manages compliance programs related to clean air, hazardous waste, and energy efficiency; provides a wide variety of technical and operational assistance related to facilities standards and construction requirements on Public Works projects; manages and evaluates work load and staff performance; performs administrative functions related to budgeting, contract administration, reporting, policy development and implementation; performs other related duties as required.

DISTINGUISHING CLASS CHARACTERISTICS

The Facilities Maintenance Manager is a mid-management class responsible for managing and overseeing the operation of the Facilities Maintenance division in the Public Works Department to ensure preservation and operation of City facilities in a safe and efficient manner. This classification is distinguished from the Facilities Maintenance Supervisor as it requires the independent performance of higher level administrative duties in addition to field level management of staff, and is responsible for overseeing the coordination of timely support to City-wide work programs and projects.

ESSENTIAL FUNCTIONS

Essential functions, as defined under the Americans with Disabilities Act may include, but are not limited to the following characteristics, duties, responsibilities, knowledge, skills and other characteristics:

Plan, develop and manage the operations of the facilities maintenance work unit including building maintenance, building security, traffic signals, street lighting, fueling systems, radio repeater systems, and energy management systems.

Schedule and prepare work orders; delegate tasks; determine assignments; monitor work in progress and end product. Monitor and schedule computerized preventative maintenance; respond to requests for facilities maintenance service including electrical, carpentry, plumbing, and HVAC; maintain City street lights and traffic signals; make changes to traffic light and signal timing; coordinate scheduled preventative maintenance support with other City Departments/Divisions

Develop contract specifications; take contracts out to bid; ensure provisions and requirements of contracts are carried out; oversee and monitor contract services including custodial services, pest control, elevator maintenance, traffic signal maintenance, and other contract services.

CITY OF HEMET

Class Code: 2732
Page 2 of 3

Date Adopted: 6/24/2014
Date Last Revised: NEW CLASS

Facilities Maintenance Manager

Oversee projects including plan review, monitoring construction, site safety, specifications and approval of payments; project short and long-term facilities needs for equipment replacement, facility upgrades and new equipment. Stay current with local, state and federal building codes.

Assume lead role in development of division goals, objectives, policies, and procedures; recommend and implement improvements and efficiencies; develop and administer the division budget; monitor and approve expenditures; implement adjustments; prepare Council staff reports and make presentations as needed.

Prepare reports, permit applications and maintain compliance with all facility related local, state and federal clean air and hazardous waste requirements; submit reports on time; coordinate on compliance issues with other City Departments.

Research energy efficiency opportunities and administer benchmarking of City utility usage; provide technical information in support of obtaining alternate funding for projects; collect data, conduct studies, and prepare reports in support of funding opportunities.

Participate in recruitment and hiring; schedule, assign, monitor, and evaluate work of staff; provide for and/or conduct staff development; establish work methods and standards; initiate corrective and/or disciplinary action and respond to grievances and complaints according to established personnel policies and procedures. Stay current on new labor laws and regulations

ENVIRONMENTAL AND PHYSICAL WORKING CONDITIONS

Requires the mobility and manual dexterity to work in a standard office environment, use standard office equipment and attend off-site meetings; speech and hearing to communicate in person and by telephone; vision to read handwritten and printed materials and a computer screen; strength and agility to lift and carry items weighing up to 20 pounds. Requires sitting at a desk for long periods of time; travel from job site to job site sitting in vehicle; ability to bend, squat, climb, kneel and twist while performing field work; may be exposed to dust, noise, machinery, moving objects and other vehicles while performing field work; may work on uneven or slippery surfaces; and, may intermittently perform field work while exposed to various types of weather including extreme heat during summer months and cold temperatures during the winter months. Some accommodations may be made for some physical demands for otherwise qualified individuals who require and request such accommodations.

QUALIFICATIONS GUIDELINES

Knowledge, Skills, and Abilities:

Knowledge of:

Modern facilities management principles and practices; local, state and federal laws, regulations, policies, and procedures; memorandums of understanding (MOUs) and other personnel policies; electrical, plumbing, carpentry and general construction techniques;

CITY OF HEMET

Class Code: 2732
Page 3 of 3

Date Adopted: 6/24/2014
Date Last Revised: NEW CLASS

Facilities Maintenance Manager

municipal budget preparation and control; contract administration and time management principles; supervision principles, and practices; safe work methods, operations, and applicable regulations; project management principles, and practices.

Skill in:

Assessing, prioritizing, scheduling, and assigning facilities maintenance work; supervising, leading, motivating and evaluating staff; preparing, submitting, and maintaining accurate reports and records; operation of standard office equipment, including a computer and related software; working under pressure, handling day-to-day operational issues and tasks that arise simultaneously and/or unexpectedly; communicating effectively both orally and in writing; establishing and maintaining effective working relationships with other City employees and the public.

Education and/or Experience:

Graduation from high school and five (5) years increasingly responsible building construction and/or maintenance experience, including three (3) years of experience leading and/or coordinating the work of others, or an equivalent combination of education and experience.

A Bachelor's Degree in public or business administration, engineering or a related field is desirable, but not required.

Certification/License and/or Other Special Requirements:

- Possession of a valid Class "C" California driver license, and maintain a satisfactory driving record.
- Possession of ISMA Traffic Signal Technician Certificate

CITY OF HEMET

Page 1 of 2
Class Code: 3312

Date Adopted:
Date Last Revised: NEW CLASS

SENIOR BUILDING INSPECTOR

Class specifications are intended to present a descriptive list of the range of duties performed by employees in the class. Specifications are not intended to reflect all duties performed within the job.

DEFINITION

Under direction from the Community Development Director and Building Official, assists the Building Official as the lead Inspector in supervising and coordinating field operations; training and providing technical guidance to other building inspectors and building personnel. The employee at this level performs the more complex structural building inspections requiring the use of independent judgment, and assists the Building Official with administration of the Building Division.

DISTINGUISHING CHARACTERISTICS

The Senior Building Inspector is the supervisory level class responsible for inspecting, observing, measuring, reviewing plans, and evaluating construction for commercial and residential projects, to ensure compliance with City standards, codes and specifications; and performs the more complex structural building inspections. The Sr. Building Inspector is also responsible for the coordination and implementation of specialized programs within the Division including the Mobile Home Park Inspection Program and Rental Registration & Inspection Program, or other programs as may be directed by the Building Official. This class is distinguished from the next higher classification of Building Official in that the latter has the overall responsibility for the Building Division.

SUPERVISION RECEIVED AND EXERCISED

Receives direction from the Building Official. Provides training and exercises supervision over the Building Inspector I and II classifications.

ESSENTIAL FUNCTIONS

Essential functions, as defined under the Americans with Disabilities Act may include, but are not limited to the following characteristics, duties responsibilities, knowledge, skills and other characteristics:

Assists in the development and implementation of goals, objectives, procedures, and priorities of the Building Division; coordinates, participates, and supervises the inspection of residential, commercial, and industrial construction to secure the compliance of all pertinent building and safety codes, ordinances, rules and regulations; plans and assists in developing and administering training and instructional programs for building inspection personnel; assigns and distributes inspection activities to subordinate building inspection personnel; reviews and resolves difficult and complex inspection and enforcement problems, issues, and conflicts and performs complex inspection duties in all trade specialties; provides technical information regarding codes and compliance methods to contractors, developers, architects, engineers, other city staff, and the general public; prepares and submits a variety of statistics, reports,

memos, and correspondence on code compliance and inspection related matters; performs related duties and responsibilities as assigned.

Inspects buildings under construction, alterations, and repairs for compliance with state and local building codes, fire codes, and city ordinances. Notifies responsible parties of defects; issues stop work orders and re-inspects when violations have been corrected; maintains records of inspections.

Reviews and approves submitted building plans for compliance with building, mechanical, plumbing, electrical, housing, and related codes and regulations governing the construction, alteration, repair, and use of buildings and structures; performs plan checks to ensure minimum design criteria, energy standards, Health Department standards, and accessibility.

Interprets and monitors City rules, ordinances, policies and procedures pertaining to building construction; explains and provides information to owners about building applications and permits; reviews applications for completeness and researches application and permit status; explains required inspection and construction requirements to owners, architects, engineers, contractors, and the public.

Coordinates, supervises, and inspects the mobile home parks inspection program and other annual inspection programs and ensures adherence to applicable codes and ordinances.

Participates in a variety of city committees, study groups, and task forces; attends a variety of meetings, including Division management meetings.

Creates or participates in the development of division goals, objectives, policies, and procedures; recommends and implements improvements and efficiencies; develops or assists with the administration of the division budget; conducts research and prepares recommendations for new or revised building policies and procedures; assists in preparing new or revised ordinances or resolutions.

Assists the permit counter when needed; provides information and assistance regarding construction codes as necessary; issues and writes permits; assists in answering the more difficult questions; calculates building permits, plan check, and developer fees.

Establishes positive working relationships with representatives of community organizations, state/local agencies and associations, City management, other departments and division staff, and the public.

ENVIRONMENTAL AND PHYSICAL WORKING CONDITIONS

This position requires sitting, standing, walking on level as well as uneven surfaces, reaching, twisting, turning, kneeling, bending, stooping, squatting, crouching, grasping, and making repetitive hand movement in the performance of daily duties. The position also requires both near and far vision when inspecting work. The need to lift and/or carry equipment weighing 25 pounds or more may also be required. Additionally, the incumbent in this indoor/outdoor position works in all weather conditions, including wet, hot, and cold. The nature of the work also requires the incumbent to climb ladders, crawl into small and/or confined spaces, and often work with constant interruptions.

Some of these requirements may be accommodated for otherwise qualified individuals requiring and requesting such accommodations.

QUALIFICATION GUIDELINES

Knowledge, Skills, and Abilities:

Knowledge of modern building, plumbing, mechanical, and electrical construction practices, materials and equipment; local and state building and fire codes; City and Building Division policies and procedures.

Skill in reading and interpreting blueprints, maps, and aerial photographs; detecting building defects, irregularities, and violations; ability to advise on standard construction methods and requirements; make arithmetical computations rapidly and accurately; enforce necessary regulations with firmness and tact; apply city codes and policies and other regulations to field situations.

Skill in communicating clearly and concisely, both orally and in writing; and to establish, maintain and foster positive and harmonious working relationships with those contacted in the course of work.

Ability to apply principles and techniques of work flow organization and scheduling; principles of supervision and training; accepted safety standards and methods of building construction; principles and techniques of building inspection work; principles, practices and procedures in the construction trades, including carpentry, plumbing, electrical, and heating/air-conditioning trades; energy and disabled access regulations.

Ability to operate a motor vehicle safely; effectively organize schedules, files, projects, inspections, and technical data, proficiently operate a personal computer and a variety of word processing and software applications, including but not limited to building permit computer systems.

Ability to oversee and review the work of others; evaluate and improve systems and procedures in a Building Department; apply technical knowledge and follow proper inspection techniques to examine workmanship and materials, and detect deviations from plans, regulations, and standard construction practices;

Education and/or Experience:

Any combination of education and experience that would provide the knowledge, skills, and abilities to perform the duties of a Senior Building Inspector. A typical way to obtain the knowledge, skills, and abilities would be:

Experience:

Four (4) years of progressively responsible building inspection experience equivalent to a Building Inspector II position, including experience in providing training, supervisory, or lead responsibilities.

Demonstrated proficiency as a combination building inspector, including required ICC certifications.

Demonstrated plan review capability or Plans Examiner Certification.

Education:

Equivalent to completion of a high school diploma supplemented by ICBO certification, or an associate degree in Building Inspection Technology, or other specialized training.

Certification/License and/or Other Special Requirements:

- Possession of an ICC Building Inspection Certificate.
- Possession of a minimum of three (3) additional ICC certifications.
- Possession of a CASp Certification is desired, but not required.
- Bilingual proficiency is desired, but not required.
- Possession of a valid and appropriate California Driver's License and ability to maintain a satisfactory driving record.



Staff Report

TO: Honorable Mayor and Members of the City Council

FROM: Wally Hill, City Manager
Laura Ireland, Human Resources Manager

DATE: June 24, 2014

RE: Confidential Employee Resolution Bill No. 14-042

RECOMMENDATION:

That the City Council approve the attached Confidential Employee Resolution which has been amended to include the classification of Human Resources Technician.

BACKGROUND:

The Hemet Mid-Management Association (HMMA) organized and split off from the original Administrative Personnel group in 2011. The Confidential Personnel group was created to include those positions from the Administrative Personnel group that were deemed by the City as having responsibilities related to negotiations that were especially sensitive or confidential. However, during the formation of both the HMMA and Confidential personnel groups, some of the positions from the original Administrative Personnel group were not included in either HMMA or the Confidential Personnel group because they were not currently filled positions. The Human Resources Technician classification was one of the positions not included.

The proposed 2014/2015 fiscal year budget includes the reclassification of the Human Resources Department Administrative Assistant to Human Resources Technician. This reclassification will allow for the continued training and transition of duties necessary due to the impending retirement of the Senior Human Resources Technician. The Human Resources Technician will regularly be expected to compile and prepare sensitive information related to the negotiation process between the City and all bargaining groups.

FISCAL IMPACT:

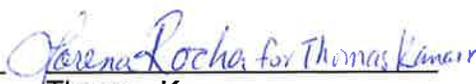
There is no additional fiscal impact related to this action that is not included in the proposed 2014/2015 fiscal year budget.

Respectfully submitted,

Approved as to form:



 Wally Hill
 City Manager



 Thomas Kanarr
 Interim Finance Director

 Eric S. Vail
 City Attorney

Attachment: Amended Confidential Employee Resolution



CITY OF HEMET
Hemet, California
RESOLUTION BILL NO. 14-042

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF HEMET, CALIFORNIA, RELATING TO SALARY RANGES AND BENEFITS FOR CONFIDENTIAL PERSONNEL, ESTABLISHING POLICY WITH RESPECT TO THE REQUIREMENTS, RESPONSIBILITIES, DESIGNATION AND CONDITIONS OF EMPLOYMENT OF "CONFIDENTIAL PERSONNEL" OF THE CITY OF HEMET, AND REPEALING RESOLUTION NO. 4563

WHEREAS, in the organizational structure of any organization involving the chain of responsibility and authority, it is desirable to establish and define the limits of the Confidential Personnel Team; and

WHEREAS, it is agreeable and desirable to define the Confidential Personnel Team and the responsibilities of such personnel as well as the benefits to be derived by personnel designated as "Confidential;" and

WHEREAS, this Resolution shall remain in effect until superseded by a subsequent resolution concerning this matter; and

WHEREAS, it is the intent of this Resolution to set forth and clarify certain practices and procedures with regard to administration and nothing contained herein shall be deemed to supersede the City's Merit Personnel System, including personnel ordinances and resolutions, unless otherwise specifically addressed herein.

NOW, THEREFORE, BE IT HEREBY RESOLVED, that the City Council of the City of Hemet affirms that:

SECTION 1. Designated Classifications.

The following positions are designated as classifications subject to the conditions set forth in this Resolution.

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SECTION 6. Philosophy of Compensation.

The City of Hemet recognizes that it competes in a marketplace to obtain qualified personnel to perform and provide municipal services. It further recognizes that compensation and conditions of employment must be sufficiently attractive to draw and retain qualified employees. Therefore, the City will compensate its confidential personnel employees with wages and benefits competitive within the labor market and commensurate with satisfactory performance of the employee.

SECTION 7. Salary Increases, Salary Ranges, and Merit/Performance Reviews.

A. Salary Increases

- 1. Effective July 1, 2013, all group members shall be granted a 2.5% salary increase.
- 2. Effective July 1, 2014, all group members shall be granted a 2.5% salary increase.

B. Salary Ranges.

- 1. Each budgeted job classification covered by this Resolution shall have a salary range as approved by the City Council in the annual operating budget.
- 2. Each such classification salary range shall have seven (7) steps consisting of five percent (5%) increments, unless otherwise specified.

C. Merit/Performance Review.

- 1. Upon hire, the employee shall be paid a salary for six (6) months from the date of hire, based upon the established range for that position. At the end of the six (6) months the employee may become eligible for a merit increase. Thereafter, all future merit increases shall occur twelve (12) months from the date of the first merit increase.
- 2. The City Manager, upon recommendation of the Department/Division Head, shall have the authority to advance an individual within a range a maximum of five percent (5%) for merit purposes. This advancement may occur at the end of the initial six (6) months after the date of hire, or anytime thereafter.

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- 3. Salary appointment should be made at the first step of the salary range for the particular classification in which the appointment is made. The City Manager, upon recommendation of the Department/Division Head, shall have the authority to appoint to a higher step of the salary range if recruitment circumstances warrant.

- 4. Advancement within a salary range shall be authorized only after the affirmative action of the City Manager. Such action shall be based only on satisfactory job performance.

- 5. All performance evaluations performed pursuant to this Subsection 7.B shall be confidential.

- 6. As directed by the City Manager, sufficient instruction will be made available to pertinent personnel on the subject of performance evaluation.

SECTION 8. Confidential Personnel Compensation Review Procedures.

- A. Policy Concerning Compensation Review Procedures.
 - 1. Compensation and increases thereof, if any, are a matter within the sole discretion of the City Council. The City Council, in keeping with its purpose and philosophy as stated in Sections 4 and 6, to provide competitive salaries to meritorious employees, hereby establishes the following procedures. The City Council reserves the right to amend these procedures from time to time as may be necessary to accomplish the purposes set forth herein.

- B. Compensation.
 - 1. As established in Hemet Municipal Code, Chapter 54, the City Manager is responsible for administering the City's personnel system. He/she is further responsible for evaluating its personnel to assure competency in all positions, except his/her own and that of the City Attorney. It is, therefore, the responsibility of the City Manager to administer the system set forth hereinabove in Subsection 7.B in a manner consistent with this objective.

- C. Overtime.
 - 1. In General. Except as provided in Subsection 8.C.2 below, the City Manager has determined that employees in positions subject to this Resolution are exempt for purposes of state and federal wage and hour laws and are not entitled to overtime compensation. Benefits and salary are considered adequate compensation for overtime demands placed on these individuals.

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2. Non-Exempt Employees and Compensatory Time.

a. Employees identified with an asterisk (*) in the list of classifications for this Resolution are not exempt for purposes of state and federal wage and hour laws regarding overtime compensation and will be entitled to overtime pay at the rate of one and one-half (1 ½) his/her regular hourly rate of pay for each hour worked in excess of forty (40) hours in any one workweek.

b. Compensatory Time (CT):

(1) Employees eligible for overtime may elect to convert earned overtime to CT at the rate of one and one-half (1 ½) hours for each hour actually worked. CT may be accrued up to eighty (80) hours. An employee who has accrued eighty (80) hours of compensatory time may not elect to convert overtime to compensatory time and will be compensated for one and one-half (1 ½) hours for each additional hour of overtime actually worked.

(2) An employee who has requested the use of earned CT shall be permitted to use such time within a reasonable period after making the request if the use of the CT does not unduly disrupt the operations of the department.

(3) An employee at any time may request and receive compensation for any CT. Such compensation shall be paid at the regular rate earned by the employee at the time the employee receives such payment.

D. Disaster/Emergency Response.

Employees not eligible for overtime will receive compensation for time worked outside their regularly-scheduled duty, paid at the rate of one and one-half (1 ½) times their hourly rate, for services rendered for participating in a disaster/ emergency response, requested by the Office of Emergency Services and assigned by the City Manager, outside the city limits. State or federal reimbursement for these services will revert to the City.

SECTION 9. Confidential Personnel Benefits.

A. Part-time Benefits.

1 Part-time employees, who work less than half-time, shall not receive any
2 confidential personnel benefits. Part-time employees, who work at least half-time, shall
3 receive confidential personnel benefits as follows:

- 4 1. The following confidential personnel benefits are provided on the
5 same basis as is given to a full-time employee:
 - 6 a. Retirement;
 - 7 b. Leave of Absence Without Pay;
 - 8 c. Non-Occupational Disability Leave;
 - 9 d. Professional Organizations;
 - 10 e. Grievance and Disciplinary Appeals Procedure;
 - 11 f. Deferred Compensation; and
 - 12 g. Optional Work Schedule.
- 13 2. The following confidential personnel benefits are prorated on the
14 basis of the percentage of hours that the employee works compared
15 to a full-time employee:
 - 16 a. Personal Time Off;
 - 17 b. Sick Leave;
 - 18 c. Health Insurance. The City will pay the prorated percentage
19 of the cost of the medical plan selected by the employee.
20 The City will pay the prorated percentage of the cost of the
21 City's self-funded dental and vision plans;
 - 22 d. One time, Lump Sum, Non-Recurring, Non-Pensionable
23 Payments;
 - 24 e. Jury Duty;
 - 25 f. Holiday Policy;
 - 26 g. Retiree Health Insurance Benefits, pursuant to the Retiree
27 Health Policy;
 - 28 h. Bereavement Leave.
3. The following confidential personnel benefits are provided as
indicated under the specific benefit:
 - a. Medical Examination.
4. The following confidential personnel benefits are not provided to any
part-time employee:
 - a. Administrative Leave;
 - b. Disability Insurance;
 - c. Life Insurance;
 - d. City Vehicles;
 - e. Educational Reimbursement.

B. Deferred Compensation.

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1. The City will provide a City-paid deferred compensation program which shall be included as "salary" in any compensation review as set forth hereinabove in Section 8. The rate for City-paid deferred compensation for all employees is set at 2% of monthly salary.
2. Effective July 1, 2013, the City will match dollar for dollar into the employee deferred compensation plan (457) through ICMA, up to a maximum of one hundred fifty dollars (\$150.00) per month.

C. Medical Examination.

The City will reimburse all confidential personnel for a medical examination by the physician of their choice which could include EKG, X-rays, and any such other tests that the employee might elect to have. The reimbursement amount for direct costs incurred shall not exceed \$250 per calendar year (\$125 for part-time).

D. Personal Time Off.

The City shall administer a Personal Time Off (PTO) program which will provide for vacations, family sick leave, and management leave. The PTO program combines earned vacation, management/supervisory leave, and a portion of sick leave benefits.

1. Confidential Personnel employees will accrue Personal Time Off according to the following table:

Length of Service	Vacation Days	Management/ Supervisory Leave	Sick Leave	Total Personal Time Off
<u>Exempt Employees</u>				
1-12 yrs.	20	5	6	31
12 + yrs.	21	5	6	32
<u>OT Eligible Employees</u>				
1-3 yrs.	12	0	6	18
4-6 yrs.	15	0	6	21
7-9 yrs.	18	0	6	24
10-12 yrs.	20	0	6	26
12+ yrs.	21	0	6	27

2. Guidelines for Use of Personal Time Off:

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- a. Accumulation of Personal Time Off (PTO) shall be limited to an amount equal to the earnings for a twenty four (24) month period at the employee's current PTO earning rate;
- b. PTO may be used as soon as indicated on the employee's pay stub (but may not be used in advance) and must be approved by the employee's supervisor and/or department head;
- c. In the event one or more holidays fall during a period when an employee is on PTO, ten (10) hours of such holiday shall not be charged as PTO;
- d. PTO (and compensatory time) must be exhausted before a leave of absence will be granted;
- e. When an employee is using PTO and becomes ill or injured, he or she may use sick leave when eligible;
- f. The policy of the City Council regarding PTO sellback is that an employee:
 - (1) Can sell accumulated PTO not more than once each quarter.
 - (2) Must obtain approval of the City Manager for the sellback.
 - (3) May not sell more than one hundred seventy six (176) hours per calendar year.
 - (4) Shall be prohibited from selling any PTO if, during the past six (6) months, the employee has received discipline in the form of a suspension without pay, a reduction in salary, or a demotion;
- g. Upon termination of employment, an employee will be paid for the balance of his/her PTO at the rate of one hundred percent (100%) of current salary.

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h. Existing vacation leave balance of a City employee promoted to an administrative position will be transferred to PTO; accrual of additional PTO will begin upon the effective date of the promotion at the rate indicated in Subsection 9.D.1.

E. Administrative Leave.

Administrative leave must be used by December 31 of each year, cannot be carried forward to the following year, and cannot be converted to cash compensation or PTO. Administrative leave may be taken off, with Department Head or City Manager approval as appropriate, subject to the City and department needs and scheduling. Administrative leave is provided to employees as follows:

- 1. Employees designated by the City Manager will receive up to six (6) days of administrative leave per year for:
 - a. Required attendance at most regularly scheduled City Council meetings as recommended by the Department Head to the City Manager.
 - b. Required attendance at most regularly scheduled Planning Commission meetings as recommended by the Department Head to the City Manager.
- 2. Employees designated by the City Manager will receive six (6) days of administrative leave per year for required standby (on the scene within thirty (30) minutes) on a regularly scheduled basis directing the employee to maintain telephone or radio contact with the City.

F. Sick Leave.

- 1. Ninety-six (96) hours per year of sick leave will be placed in the employee's Sick Leave account to be used when an employee is ill. Sick leave shall be earned at the rate of eight (8) hours per month and will have no accumulation limitation.
- 2. Newly-hired confidential personnel shall be given a credit of two hundred forty (240) hours of sick leave to their Sick Leave account for the first two and one-half (2 ½) years of service. Accrual of additional sick leave will commence at the beginning of the 31st month of service.
- 3. Existing sick leave balance of a City employee promoted to a confidential personnel position will be transferred; accrual of

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additional sick leave time will begin upon the effective date of the promotion at the rate indicated in Subsection 9.F.1.

- 4. Sick leave shall be used for illness or injury which causes the employee to be absent from his/her duties.
- 5. Sick leave may be used for absences from duty when the employee's presence is needed to attend to the illness of a member of his/her family. The use of sick leave under this subsection shall be limited to one half (1/2) of annual potential accrual, which is 48 hours for full-time employees.
- 6. Reasonable proof of illness may be requested.
- 7. Personal Time Off shall be applied when all sick leave has been used.
- 8. The following payoff provision for accumulated Sick Leave upon retirement or disability, death or resignation, shall apply:
 - a. Twenty-five percent (25%) of all accumulated sick leave after five (5) years of service with the City; payoff shall be prorated upon last five (5) years of service.
 - b. Fifty percent (50%) of all accumulated sick leave after ten (10) years of service with the City; payoff shall be prorated upon last five (5) years of service.
 - c. Seventy-five (75%) of all accumulated sick leave after twenty (20) years of service with the City; payoff shall be prorated upon last five (5) years of service.

G. Holiday Policy

The City currently celebrates the following holidays:

<u>1. Designated Date</u>	<u>Designated Holiday</u>
1. January 1	New Year's Day
2. Third Monday in February	Washington's Birthday
3. The last Monday in May	Memorial Day
4. July 4	Independence Day
5. The First Monday in September	Labor Day

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| 6. The Second Monday in October | Columbus Day |
| 7. November 11 | Veterans Day |
| 8. Thanksgiving | Thanksgiving |
| 9. Friday after Thanksgiving | Friday after Thanksgiving |
| 10. ½ Holiday – Day Before Christmas | Christmas Eve |
| 11. December 25 | Christmas |
| 12. ½ Holiday -Day Before New Year | New Year's Eve |
| 13. Two Floating Holidays | At employee's discretion,
with Supervisor's approval |

2. Hour Value. The hour value for each holiday shall be equivalent to the employee's scheduled work period, i.e., if the holiday falls on a scheduled nine (9) hour work day, the employee's time off is nine (9) hours. If the holiday falls on a scheduled eight (8) hour day, the holiday time off is eight (8) hours, etc.

3. Procedure if Holiday Falls on Saturday or Sunday. For those employees whose normal work week is Monday through Friday, when a holiday falls on Saturday, the preceding Friday shall be observed as a holiday. When a holiday falls on a Sunday, the following Monday shall be observed as a holiday.

4. Procedure if Holiday Falls on Regular Day Off. If a holiday occurs on a day which is the employee's regular day off, he/she shall be entitled to ten (10) hours of holiday pay or five (5) hours of pay for a half (1/2) day holiday.

H. Bereavement Leave.

1. Use of Bereavement Leave. Paid Bereavement Leave may be granted to an employee upon the request of the employee, upon the death of any of the following relatives of the requesting employee: spouse; child, including biological, step, adopted and foster children; parent, including biological, step, adoptive and foster parents; parent-in-law; grandparent; sibling; grandchild, including biological, step, adopted and foster grandchildren.

2. Amount of Bereavement Leave: Employees may receive up to three (3) days of paid Bereavement Leave based upon the employee's usual work schedule.

I. Health Insurance.

1. The City shall make available to all full time employees

1 and their dependents, pro-rated for part time employees, medical plans through
2 commercial carriers offering at least one HMO and one PPO option. The City
3 shall also provide fully-paid, self funded dental and vision plans.

4 2The City will contribute the sum of \$1,028.81 per month, per employee in
5 paid status toward the cost of health insurance. The City will contribute
6 100% of the cost per month, per employee in a paid status for the cost of
7 dental and vision plans for such employee and his/her dependents.

8 J. One-Time, Lump Sum, Non-Recurring and Non-Pensionable Payments

9 1. The City shall pay each full-time employee a one-time, non-recurring
10 and non-pensionable payment of six hundred dollars (\$600.00) on
11 the March 21, 2014 pay day. The City shall prorate the \$600 one-
12 time payment for part-time employees on the basis of FTE. To be
13 eligible, employees must be considered active during this pay
14 period.

15 2. The City shall pay each full-time employee a one-time, non-
16 recurring and non-pensionable payment of six hundred dollars
17 (\$600.00) on the July 25, 2014 pay day. The City shall prorate the
18 \$600 one-time payment for part-time employees on the basis of
19 FTE. To be eligible, employees must be considered active during
20 this pay period.

21 K. Retirement.

22 a. Retirement Plans. The City will provide retirement plans with the California
23 Public Employees Retirement System ('CalPERS') as follows:

24 1. For employees hired prior to July 1, 2011, such plan shall be 2.7% at
25 55 with 1959 Survivor Benefits, Level 4, Post-Retirement Survivor
26 Allowance, One-Year Highest Compensation, and Military Service
27 Credit.

28 2. For employees hired from July 1, 2011 through December 31, 2012,
or those hired thereafter who are CalPERS 'Classic' members, such
plan shall be 2.5% at 55 with 1959 Survivor Benefits, Level 4, Post-
Retirement Survivor Allowance, One-Year Highest Compensation,
and Military Service Credit.

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3. For employees hired on or after January 1, 2013, who are not CalPERS 'Classic' members and are not eligible for reciprocity, such plan shall be 2% at sixty-two (62) and final compensation based on 'highest consecutive three year average'.

4. The confidential personnel employees will pay the full 8% of the employee's share of the PERS contribution. The PERS contribution is deferred compensation and the responsibility of the individual to report as taxable earnings upon withdrawal or retirement.

5. Confidential Personnel employees shall receive retiree health insurance benefits pursuant to Resolution Numbers 4198, 4190, 3349, 3317, and 3209. The Tier Two contribution for management employees covered by this Resolution shall be one hundred dollars (\$100.00) per month.

L. Disability Insurance.

On behalf of each employee, the City shall contribute an amount equal to the premium on a long-term disability plan. The plan shall provide coverage equal to sixty percent (60%) of total salary, with a maximum monthly benefit of thirteen thousand dollars (\$ 13,000), after a thirty (30) day waiting period. In no case shall the policy require sick leave to be drawn beyond the initial thirty (30) day period.

M. Life Insurance.

1. For employees hired on or before December 3, 1996, the City will provide a term life insurance policy in the amount of one hundred thousand dollars (\$100,000.00) for all employees covered by this Resolution.

2. For employees hired after December 3, 1996, the City will provide a term life insurance policy in the amount of fifty thousand dollars (\$50,000.00).

N. City Vehicles.

Authorization for use of City-owned vehicles shall be pursuant to Resolution Number 3348. The auto allowance amount for all managers receiving an auto allowance shall be equal to five hundred dollars (\$500) monthly.

O. Jury Duty.

An employee on jury duty will receive full pay and benefits. Any compensation for such jury duty (except travel pay) shall be returned to the City.

P. Bilingual Pay.

1 Employees regularly required by their supervisor to provide foreign language
2 translation services in the course and scope of their employment shall receive fifty
3 dollars (\$50.00) per month. In order to qualify for bilingual pay, the employee must pass
4 a test established by the City.

5 Q. Leave of Absence Without Pay.

6 1. After all Personal Time Off (PTO) and compensatory time has been
7 used, the City Manager, upon recommendation of the
8 Department/Division Head, may grant a leave of absence without
9 pay for any employee up to a maximum of sixty (60) calendar days.
10 Extensions of time beyond the initial sixty (60) calendar days up to
11 one (1) year may also be granted by the City Manager. One (1)
12 extension, for a total of two (2) years from the beginning of the initial
13 sixty (60) days, may be granted. A leave without pay may be granted
14 for any of the following reasons:

15 a. To take a course of study which will increase the employee's
16 usefulness on return to his or her position in the City's
17 service; and

18 b. For personal reasons acceptable to the Department Head
19 and City Manager.

20 2. During an approved leave of absence without pay all employee
21 benefits shall cease to be paid by the City. An employee may
22 continue his/her health and life insurance benefits at the employee's
23 expense.

24 R. Non-Occupational Disability Leave.

25 1. Upon submission of an appropriate certificate from a licensed
26 medical provider, an employee may be granted non-occupational
27 disability leave. The employee utilizing non-occupational disability
28 leave shall utilize all sick leave accredited to him/her and upon the
expiration of sick leave shall utilize any accrued annual vacation
leave and compensatory time. When all sick leave, annual vacation
leave and compensatory time are exhausted, the remainder of the
absence required will be on the basis of leave without pay. The
leave without pay will constitute a break in continuous service with
the City.

2. Non-occupational disability leave shall not extend beyond a
maximum period of six (6) months. If additional leave is desired, the

1 employee may request additional leave in accordance with Leave of
2 Absence Without Pay, Subsection 9.Q. An employee shall not be
3 entitled to more than one (1) such leave pursuant to this Subsection
4 9.Q. per twelve (12) month period.

5 S. Professional Organizations. Confidential personnel are encouraged to
6 participate in professional organizations that directly relate to their career
7 objectives and the performance of their responsibilities. City-sponsored
8 membership in professional organizations and activities shall be subject to
9 the constraints of the adopted budget for that department/division.

10 T. Educational Reimbursement. Full-time, regular confidential personnel
11 employees shall qualify for participation in the tuition-reimbursement
12 program. The program covers courses taken at accredited colleges,
13 accredited universities, correspondence courses and other institutions.
14 Reimbursement will be subject to the following:

- 15 1. The course elected must be of benefit to the City and directly related
16 to the employee's current duties or future employment with the City.
17 Courses taken to satisfy a degree requirement may be approved,
18 provided that the degree goal is in the field of current employment of
19 the employee or future employment with the City.
- 20 2. Each employee must attend on his/her own time and complete the
21 course satisfactorily with a passing grade of "C" or its numerical
22 equivalent, or a "pass" or "credit" for the class.
- 23 3. Employees planning on taking classes or entering a specific program
24 that is reimbursable will obtain approval for the reimbursement prior
25 to enrollment.
- 26 4. Such reimbursement shall include tuition, books, text materials used
27 to complete course requirements and parking fees, but shall not
28 include travel time, mileage, or other miscellaneous costs.
5. Upon completion of the course, the employee shall attach the grade
report along with receipts for eligible reimbursements to his/her
approved application for educational assistance and present it to
his/her Department Head. The Department Head will forward the
records of completion to the Human Resources Director.

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6. Reimbursement is limited to two thousand dollars (\$2,000.00) per calendar year.

7. Should the employee leave City service within one year after completion of a course paid for by the City, the costs of such course will be deducted from the employee's last paycheck. If the employee's last paycheck is insufficient to repay the costs of such course(s), the employee will be required to make appropriate arrangements, including a promissory note, to repay the balance within one (1) year of leaving City service. The City Manager may alter the above requirement in unusual circumstances.

8. Employees covered under this resolution may request prepayment or reimbursement of costs required for the course. Failure to present proper proof of completion will cause the amount of prepayment to be deducted from successive paychecks, not to exceed \$50 per pay period, except in the case of an employee who terminates, in which case the total amount shall be deducted from monies due and owed by the employee.

U. Work Schedule. In consideration of the every Friday facility shutdown for City Hall and Covell buildings, employees covered under this resolution will work Monday through Thursday, ten hours each day.

V. Optional Work Schedule. Alternate work schedules will only occur with the Department Director recommendation, with appropriate coverage to provide adequate service to the public, and final approval by the City Manager.

W. Layoff & Grievance Procedures. Will be followed in accordance with the Personnel Rules adopted by the City Council on April 12, 2011.

1. Separation Pay. A regular status employee who is subject to layoff shall receive separation pay in the amount of two (2) week salary at the employee's then current salary.

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PASSED, APPROVED AND ADOPTED by the City Council this 24th day of June 2014.

Larry Smith, Mayor

ATTEST:

APPROVED AS TO FORM:

Sarah McComas, City Clerk

Eric S. Vail, City Attorney

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

3 I, Sarah McComas, City Clerk of the City of Hemet, do hereby certify that the
4 foregoing Resolution is the actual Resolution adopted by the City Council of the City of
Hemet and was passed at a regular meeting of the City Council on the 24th day of June
5 2014 by the following vote:

6 AYES:
7 NOES:
ABSTAIN:
8 ABSENT:

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Sarah McComas, City Clerk



12

MINUTES

REGULAR MEETING OF THE HEMET CITY COUNCIL

May 27, 2014

5:00 p.m.

City of Hemet Council Chambers
450 E. Latham Avenue

www.cityofhemet.org
Please silence all cell phones

Call to Order

Mayor Smith called the meeting to order at 5:00 p.m.

Roll Call

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

ABSENT: None

Closed Session

Notice of Opportunity for Public Comment

There were no public comments presented at this time.

The City Council recessed to Closed Session at 5:01 p.m.

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
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: *Randy Cordero v. Hemet Police Department et al.*
USDC Case No. EDCV 10-01935-JAK-PJW

The City Council reconvened at 5:12 p.m.

Eric Vail, City Attorney, the City Council received status updates on the two Closed Session items. There was no additional reportable action.

Work Study

Discussion regarding this item, with possible direction to staff

3. Presentation and Discussion regarding the Preliminary FY 2014-15 Budget and Capital Improvement Plan – City Manager Hill

Wally Hill, City Manager, gave a powerpoint presentation of the Preliminary Budget and Capital Improvement Plan (CIP) this evening. Continued discussion will be conducted on June 10th with recommendation to adopt the final Budget and CIP on June 24th. Additional meetings to review the Budget can be scheduled if necessary. The Budget includes 40+ separate accounting Funds. Revenues and funds balances from most Funds are restricted in use. This presentation will focus on the General Fund. A pie chart was displayed showing the projected General Fund Expenditure percentage by Fund. A pie chart was displayed showing the projected General Fund Revenues by type. A new feature in the proposed Budget is each department's mission, goals, objectives, & performance indicators reflecting strategic management and accountability. Another new feature is a 5-year Capital Improvement Plan. The proposed Budget includes a 4% decrease in the City's General Fund. The amended FY 13-14 General Fund Budget was \$41.2 million. The proposed FY 14-15 General Fund Budget is \$39.5 million. Hemet still has a structural deficit. As of June 1, 2014 the City's General Fund reserves are \$15.23 million. Staff is recommending that \$1.39 million be used to balance the FY 14-15 Budget. \$0.55 million will be used for the Refuse transfer & costs. Staff is recommending the use of \$1 million for one-time capital projects. \$0.77 million for a possible one-time fire transition and \$0.18 million for possible one-time fire legal costs. The estimated General Fund Reserve will be \$11.37 million as of June 30, 2015 which will exceed the City Council's minimum 20% requirement. The adopted budget for FY 13/14 had a structural deficit of \$5.5 million. A status quo budget for FY 14/15 would still have structural deficit of \$5.5 million. The recommended budget for FY 14/15 has a \$1.39 structural deficit that still needs to be dealt with. CalPERS requirements as a percentage of salaries have risen about 65% since FY 10/11. In FY 2010/11 PERS safety rate was 29% and non-safety rate was 16%. In FY 2014/15 PERS safety rate is 47% and non-safety rate is 27%. Workers Comp rates are up 7.22%, Retiree Medical costs are up 10.1% while the General Fund revenue increase is only 4.6%. Pay raises approved in FY 13/14 have exasperated the problem. The Departments have diligently looked for reductions in operating expenses. The following reductions are being recommended: special events funding reduced from \$97,000 to \$50,000 and recommending the elimination of the City produced events; State and Federal lobbyist contracts eliminated; no funding for operation of the Simpson Center; no dues for National League of Cities or U.S. Conference of Mayors; no funding for California Highway Patrol on Florida Avenue; no additional funding for vehicle/equipment replacements; reduced costs for internal services such as IT, City Attorney, equipment maintenance; and facility maintenance; and Friends of the Library will be picking up all Library Office supplies. It is also proposed that 13.5 full-time equivalent positions in 9 Departments be eliminated reducing the City's workforce to 281.5 full-time equivalent positions, including the Assistant City Manager position. Proposed Fee Increases in FY15 will allow for better cost recovery: increase in building permits/inspections \$119,000; increase in planning fees \$107,000; increase in code enforcement fees/fines \$126,000; and Paramedic fees \$170,000. For a total proposed increase in fees of \$522,000. Approval of the new fee study will come before the City Council in July for consideration. It is also expected that FY 14/15 will return a higher investment in

earnings of \$100,000, as well as, a greater cost recovery for School Resource Officers of \$135,000. Even with \$1.4 million dollars in cuts proposed to the General Fund, we are pleased to say that many services levels will be maintained. The current Library operating hours will remain the same. Park maintenance levels will be maintained. Service levels in Code Enforcement and R.O.C.S. will be maintained. Funding for Downtown Specific Plan will be carried over. Police patrols and full-time investigators will remain intact. Funding from the General Fund is proposed for the following Capital Projects: \$250,000 for demolition of the potato shed, to reduce liability, expenses and make site marketable; \$85,000 for wearable cameras for police officers, to improve evidence for prosecutions, review claims of misconduct, and for training; \$67,500 for devices to change traffic signals for Police to improve response times, an additional \$182,000 from Development Impact Fees for 11 more intersections & Fire vehicles; \$120,000 for replacement of video security system digital recorders; \$275,000 for virtual desktop infrastructure to reduce hardware & maintenance costs & allow more mobile access; and \$202,500 for replacing old networks in six buildings for better connectivity and enabling voice-over-internet. The City of Hemet has reduced staffing by 31% since staffing level of 406 full-time equivalent positions in FY 06-07. The FY 14/15 budget proposes 281.5 full-time equivalent positions. Fund balance history: FY 06-07 actuals \$5,500,000; FY 07-08 actuals \$2,500,000; FY 08-09 actuals \$2,400,000; FY 09-10 actuals \$200,000; FY 10-11 actuals \$1,700,000; FY 11-12 actuals \$19,500,000 (\$6.7 unassigned, \$3.1 operating contingency, \$4.4 economic stabilization, and \$5.2 future PERS – Refuse); FY 12-13 actuals \$20,300,000 (\$8.1 unassigned, \$3.2 operating contingency, \$4.7 economic stabilization, and \$4.3 Future PERS – Refuse); FY 13-14 estimated \$15,200,000 (\$11.5 unassigned and \$15.2 Future PERS – Refuse) and FY 14-15 projections \$11,400,000 (\$8.2 unassigned and \$3.2 Future PERS – Refuse). Hemet's General Fund Revenues plunged deeper in the recession than other Cities that declared bankruptcy. Hemet percentage change in General Fund reserves from FY 07 to FY 10 was 29.1 percent. Detroit's reduction for the same period was 20.1%. San Bernardino's reduction for the same period was 11.1%. Stockton's reduction for the same period was 4.7%. The following steps will be considered to reduce further deficit: search for efficiencies through possible competitions and consolidations; consider privatizing City's water/sewer system; discuss strategies for reducing retiree medical costs with labor organizations; sell surplus City property; consider other fee increases for better cost recovery; develop economic development and branding/marketing strategies; and form Blue Ribbon Committee to study City services and finances.

Jorge Biagioni, gave the City Council a powerpoint presentation regarding the City's 5-Year Capital Improvement Plan (CIP). Currently the City does not have a CIP. The 2002 Master Facilities Plan (MFP), and the 2030 General Plan identified the need to have a CIP. The MFP listed projects for \$239 million to reach City's build-out status. There are a number of reasons to have a CIP. Capital assets are very expensive and their decisions extend for years. The CIP allows variable spending through the years. It sets a time to implement projects based on priorities which can change. The CIP helps identify funding sources. A graph of the CIP Projects for FY 14/15 by Department was displayed. A graph of the CIP Funding for FY 14/15 by Department was displayed. Some future CIP Projects are: Stetson Avenue realignment; Lyon Avenue extension and bridge; Esplanade Avenue widening; Menlo Avenue widening; Hemet Street bridge; New City Hall; and Civic Center.

Council Member Wright, there is Brown Field Funding available that could pay for a portion of the demolition and site clean-up for the potato shed.

Mayor Smith, confirmed that a Phase II has already been conducted on the site.

Eric Vail, City Attorney, yes, the City has conducted both a Phase I and II twice including borings. There were no toxic substances or oil in the soil. After the lease was up, the County cleaned-up. Borings and trenchings can miss things, however the property was clean enough to purchase the property and clean enough to allow lessee to leave with minimum mitigation.

Council Member Youssef, the CIP was spurred by Ron Bradley. The document itself is a list of priorities that the City Council and staff would like to see completed. Some projects are scheduled to be completed in the next two fiscal years. Council Member Youssef asked if the projects come back for City Council approval after the adoption of the CIP, priorities might change.

Mr. Hill, the CIP is a 5-year plan. The first year is included in the FY 14-15 proposed budget. If the City Council adopts the proposed budget the first year projects idea and funding will be approved. Contracts for the actual projects will come before the City Council for consideration.

Council Member Youssef, asked if the CIP will come back to the City Council periodically to review or update the projects and priorities.

Mr. Hill, the CIP will come back annually to add the fifth year. The City Council can change amend the document at that time.

Council Member Youssef, asked if the City using the maximum amount possible of CDBG funds to achieve these goals.

Mr. Hill, we certainly use as much as possible to support Public Safety projects and Administration.

Carla Callahan, CDBG Coordinator, the City can use CDBG funds for CIP. The 5-year Consolidated Plan must be amended to allow that. The next 5-year plan is for the period of 2015 to 2020. We will begin the process to prepare the next 5-year plan in July and it will begin with the FY 15/16 budget.

Mr. Vail, the CIP has to go to the Planning Commission for review and must come back every year as a one year prioritization. The Planning Commission must review it every 3 years to confirm that it meets the General Plan requirements.

The City Council and staff discussed the projects, their funding and the rating.

Kristen Jensen, Public Works Director, talked about the City's effort in moving toward solar structures.

The City Council gave direction to staff to include solar in the 5-Year CIP.

Council Member Wright, requested an estimated timeline on preliminary steps to confirm that we are moving forward. Free energy audit are available.

Council Member Youssef, asked Chief Brown about the proposed technology upgrades and the pocket cameras.

Chief Brown, Police Departments have been forced to separate their systems. That upgrade makes is it feasible for us to webstream live video to the command center thus getting information to our officers faster. The cameras can be purchased and implemented this fiscal year. The HPOA is ready to come to the table, implement and write a policy.

Mayor Smith, asked why the pocket cameras over dash cameras.

Chief Brown, limitation with dash cam is it only sees what the car sees. Most of what we do is outside of the car.

Mayor Pro Tem Milne, expressed concern with the cameras.

Chief Brown, the Association has asked for a meeting to work on the implementation and policy. The use of cameras will continue to professionalize them in their field. We don't want to hinder their performance, the policy will be complete prior to implementing the program.

Council Member Youssef, expressed concern with the cost to demolish the potato shed. Council Member Youssef asked if this is being recommended this fiscal year due to safety concerns or marketability.

Mr. Hill, the property would be more marketable. There are safety and liability concerns, as well as, ongoing maintenance costs.

The City Council discussed the purchase and possible disposition of the potato shed.

Council Member Krupa, asked if staff has contacted movie producers offering the building as a prop for destruction.

Mr. Hill, Mr. Jansons is making calls to get the information out there.

Mayor Smith, it appears that we are all happy to see the completion of the CIP. Mayor Smith asked the Council Members what else they liked about the proposed budget understanding that there are a number of cuts.

Council Member Krupa, we recognized in writing that we have a lot of challenges ahead of us. This is a legitimate first step to work on it. I like the format of the budget. It is obvious that we are not out of the woods yet. I like the emphasis on economic development, given our recent success at ICSC. We have to tell a better story. Telling potential business to look at a Derrigo Study isn't enough. I don't like any of the proposed cuts to the Library. Council Member Krupa recommended that staff continue to find grant opportunities. The State of California pays more money than any other state and gets back less. The City needs to consider hiring a grant writing person. Council Member Krupa noted that three new businesses are opening in the next three months and asked if that is being considered in the sales tax revenue projections. I appreciate the Finance Director's conservative projections but am also very concerned with the recommendation to lay off employees.

Council Member Youssef, the City Manager's recommendation brings the City from a \$5.5 to a \$1.4 million structural deficit with limited reductions to the Police Department. In terms of the City's obligation policing is this Council's top priority. I am impressed by Chief Brown's out of the box thinking by contracting with CHP. We have no choice but to approve the City Manager's recommendations. At some point, we have to make an investment to market and brand the City. That is what the reserve funds should be used to make that investment instead of day to day operations. I am glad that we are inventorying and looking into the feasibility of selling City owned property.

Council Member Wright, the budget format is much easier to read. The revenue projects seem to be conservative I am optimistic that sales tax will increase more. ICSC was very encouraging. Things are getting better. I want to take a proactive approach. We need to have an economic development plan but I am concerned that we can't do that with only one person. We do a tremendous job with the staff we have, but could do more with more. I agree that we need to correct the structural deficit without using one time fixes. I have a number of questions and look forward to an in-depth discussion.

Mayor Pro Tem Milne, I like the conservative estimates. I appreciate Wally eliminating the ACM. We need to take a broader look at the way we do business. We need to increase technology that will help staff working smarter not harder. Continue with the customer service approach. Mayor Pro Tem Milne is very pleased that the Friends of the Library stepped up to help the Library.

Mayor Smith, loves the idea of the Blue Ribbon Committee and can't wait to get their feedback and input. Police is the priority we need to add positions and reduce crime. We need to get a handle on the fixed costs to be structurally balanced. I love the idea of Managed Competition we really need to consider that. Branding seems to be on all of our

minds we need to get our message out.

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

REGULAR SESSION

7:00 p.m.

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

Call to Order

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

Roll Call

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

ABSENT: None

Invocation

Invocation was given by Narsis Williams, Hemet-San Jacinto Interfaith Council

Pledge of Allegiance

Pledge of Allegiance was led by Council Member Youssef

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 Fire Fighters Association

Hemet Non-Sworn Police Employees Association

Service Employees International Union (SEIU) General Employees

The City Attorney reported that the City Council received an update on the status of negotiation with the bargaining units listed. 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: *Randy Cordero v. Hemet Police Department et al.*
USDC Case No. EDCV 10-01935-JAK-PJW

The City Attorney reported that the City Council received an update on the status of the litigation. There was no additional reportable action.

City Council Business Consent Calendar

6. **Receive and File** – Warrant Register
 - a. Warrant registers dated May 1, 2014 in the amount of \$1,047,032.18 and May 6, 2014 in the amount of \$2,841,424.12. Payroll for the period of April 14, 2014 to April 27, 2014 was \$591,647.44 and April 28, 2014 to May 11, 2014 was \$605,648.50.

7. **Receive and File** – Investment Portfolio as of March 2014

8. **Recommendation by Community Development** - Zoning Ordinance Amendment No. 14-001 (Updates to the Agriculture Zone, Open Space zone and Animal Keeping provisions)
 - a. Adopt an ordinance amending portions of the Hemet Municipal Code Chapter 90 (Zoning) to update Article VII (Agriculture Zones), Article XXXIII (Open Space Zone), and Article II, Section 90-77 (Animal Regulations and Keeping Requirements) to achieve compliance with the Hemet General Plan as part of the City's General Plan Consistency zoning program. **Ordinance No. 1884**

9. **Recommendation by Community Development** - Zoning Ordinance Amendment (ZOA) No. 14-003 (Temporary Sign Regulations)
 - a. Adopt an ordinance amending Article XXXVI (Signs Generally) of Chapter 90 (Zoning) of the Hemet Municipal Code. **Ordinance No. 1885**

10. **Recommendation by City Manager** - Amendment to the Contract between the Board of Administration California Public Employees Retirement System and the City Council of the City of Hemet for Cost Sharing
 - a. Adopt an ordinance to allow cost sharing of the Employer Contribution to CalPERS with the "classic" CalPERS members of the Hemet Police Officer's Association (HPOA) and the Hemet Police Management Association (HPMA). **Ordinance No. 1886**

11. **Recommendation by Community Development** - Municipal Code Amendment No. 14-001: Chapter 58 (TUMF Ordinance)
 - a. Adopt an ordinance amending Sections 58-70.2 and 58-70.3 of Division 2 "Western Riverside County Transportation Uniform Mitigation Fee Program" of Chapter 58 of the Hemet Municipal Code to include a new exemption for newly construction specially adapted homes for severely disabled veterans. **Ordinance No. 1887**

12. **Recommendation by Fire Department** – Local Hazard Mitigation Plan
 - a. Adopt a resolution to adopt the Local Hazard Mitigation Plan (LHMP) annex as pre-approved by County of Riverside Office of Emergency Services, State of California Office of Emergency Services, and FEMA. **Resolution No. 4571**

13. **Recommendation by Fire Department** – Proclaiming Termination of a Local Emergency
- a. Adopt a resolution proclaiming termination of a local emergency.
Resolution No. 4572

Mayor Pro Tem Milne moved and Council Member Wright seconded a motion to approve the Consent Calendar as presented. Motion carried 5-0.

Approval of Minutes

14. **May 13, 2014**

Council Member Youssef moved and Council Member Krupa seconded a motion to approve the minutes as presented. Motion carried 5-0.

Discussion/Action Item

15. **Municipal Code Section 46-10** – City Attorney Vail
- a. In light of *People v. Nguyen* (2014) 222 Cal.App.4th 1168, Adopt an urgency Ordinance and repeal Hemet Municipal Code section 46-10.
Ordinance No. 1888

Eric Vail, City Attorney, recommended that the City Council adopt the urgency ordinance to repeal Section 46-10 of the Hemet Municipal Code.

Council Member Krupa 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.

Communications from the Public

There were no communications from the public presented at this time.

City Council Reports

16. CITY COUNCIL REPORTS AND COMMENTS

- A. Council Member Krupa
 1. Traffic and Parking Commission
 2. Riverside Conservation Authority (RCA)
 3. Ramona Bowl Association

Master's of Harmony, June 15th

Over 80 attended the auditions for the Summer Youth Program

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

RTA's Budget is in public comment until June 26th

6. Watermaster Board

Council Member Krupa, the phosphate levels in both Lake Elsinore and Canyon Lake have been greatly reduced. It was originally believed that the phosphates were coming from the runoff from Hemet, San Jacinto and Moreno Valley. New studies have shown that the run off from Hemet, San Jacinto and Moreno Valley drains to Mystic Lake.

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

Council Member Wright, 3 days and 18 appointments at ICSC. I had nothing to compare it to however Linda said it was better than the previous year. If half of the things happen we will be doing really well. John and Laurie did a tremendous job. Most of the meetings they praised John and his staff for the information that they were provided. Besides the meetings we had walk-ins. We had a prime spot and of all agencies sharing the booth we were the busiest. Look for bigger and better things ahead.

Council Member Wright, attended the Memorial Day Service at the Ramona Bowl. Unfortunately the attendance was low.

Council Member Wright, the Mini Film Festival weekend will be May 30th and May 31st at the Hemet Historic Theater. The cost is \$20 per day or \$40 for both days. Stephen Salvage would like to bring a full film festival next year.

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)

RCHCA's Budget went out and is very conservative and streamlined. RCHCA is close to delisting the Kangaroo Rat.

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
2. Designation of Voting Delegate and Alternate for the League of California Cities Annual Conference, September 3 – 5, 2014 Los Angeles
3. City Council Meeting Schedule for July and August, 2014

The City Council will continue with the scheduled meetings in July and August.

Future Agenda Items

City's Investment Policy

Adjournment

Adjourned at 7:19 p.m. to Tuesday, June 10, 2014 at 7:00 p.m.

*Staff Report*

TO: Honorable Mayor and Members of the City Council

FROM: Wally Hill, City Manager *Wally Hill*
Kris Jensen, Public Works Director
Eric S. Vail, City Attorney

DATE: June 24, 2014

RE: Ordinance Repealing and Restating Chapter 62 of the Hemet Municipal Code Pertaining to Solid Waste Management

RECOMMENDATION:

That the City Council introduce and waive further reading of:

ORDINANCE BILL NO. 14-038

AN ORDINANCE OF THE CITY COUNCIL OF THE CITY OF HEMET, CALIFORNIA, REPEALING AND RESTATING CHAPTER 62 OF THE HEMET MUNICIPAL CODE [SOLID WASTE MANAGEMENT].

BACKGROUND:

Ordinance No. 1561, adopted on May 27, 1997, amended Chapter 62 of the Hemet Municipal Code (C) to provide a comprehensive set of regulations pertaining to solid waste management within the City. Discrete amendments have been made over the years, but the bulk of Chapter 62 as it reads today is the same as it was when it was adopted in 1997. Ordinance No. 1561 was adopted at a time when the City was providing solid waste handling services through its own forces instead of a franchisee.

Since the City has switched to using a franchisee, the provisions of Chapter 62 have been reviewed by the City Attorney's office and City staff to determine what provisions need to be revised or added to the Code so that the provisions of the Code do not conflict with the terms of the City's franchise agreement with CR&R and so that the provisions of Chapter 62 adequately regulate franchisees and protect the public health, safety and welfare. Due to the extent of the revisions required, City staff, in consultation with the City Attorney's office, determined that the best method for making these revisions would be to repeal and restate Chapter 62 in its entirety.

ANALYSIS:

The proposed ordinance makes organizational and substantive changes to Chapter 62. Organizationally, the proposed ordinance consolidates the existing eleven articles within Chapter 62 down to seven articles.

New Article I – General Provisions

This article revises the existing Article I (definitions) and adds a statement of purpose and findings. The changes to the definitions are both organizational and substantive. All of the definitions have been consolidated into one section, instead of each definition having its own section. In addition, the definitions were overhauled to match the terminology used in the proposed ordinance. The terminology used in the proposed ordinance draws heavily from the franchise agreement with CR&R to ensure that there are no inconsistencies.

New Article II – Solid Waste Management

This new article consolidates part of existing Article II, and all of Articles IV and X. The proposed Article II establishes that every person in charge of a premises in the City is required to either make arrangements with the City's franchisee for solid waste handling services or obtain a Self-Haul permit from the City. This article also establishes that until solid waste, recyclables or green waste is picked up by a franchisee or self-hauled, it is the responsibility of the person in charge of the premises where the waste was generated to clean up the waste. These provisions are substantively no different than existing provisions.

This new article also requires persons in charge of a premises to keep on the premises and use suitable containers for solid waste, recyclables and green waste, keep the containers out of sight (unless placed for pickup), and regulates the earliest a container may be placed for pickup and the latest it may be removed after pickup has occurred. While the current Chapter 62 includes a similar requirement, it does not address containers for Self-Haulers. The proposed ordinance requires customers of a franchisee to use the containers provided by the franchisee, while Self-Haulers must use containers "capable of holding all Solid Waste, Recyclable Materials, and Green Waste that would ordinarily accumulate on the Premises each week without spilling, leaking, or emitting odors."

New Article III – Franchises

This new article contains the remainder of the existing Article II (the rest is in Article II discussed above) and existing Articles III (minus the Self-Hauling section), V, VI and VII. New Article III adds findings specific to the City's ability to issue franchises and the rates imposed by private haulers not being subject to Prop 218. This article

continues the general authorization for the City to issue franchises for solid waste handling services and impose other franchise, permit, contract or license requirements for any category of solid waste services. This article also continues without substantive change the provisions stating the minimum requirements for franchise agreements and a franchisee's collection equipment.

New Article III revises the provision dealing with liability for fees to match the procedures for placement of delinquent accounts on the tax roll contained in the City's franchise agreement with CR&R. This new article also clarifies that the terms and conditions of regular and special collections are to be determined by contract between the franchisee and the customer, subject to the terms of the franchise agreement, and that the City has the right to impose on a franchisee and/or premises fees to cover the City's costs of preparing the reports and plans required by AB 939. AB 939 expressly authorizes the City to impose and collect such fees.

New Article IV – Self-Hauling

This new article continues without major substantive changes Section 62-55 (contained in existing article III) pertaining to Self-Haul permits, except that a provision was added stating that if a person has their Self-Haul permit revoked they may not obtain another Self-Haul permit for one year. This section was added to Chapter 62 in 2011 via Ordinance No. 1842. New Article IV also adds two new sections. The first contains findings supporting the self-hauling permit and the second provides that the City may impose AB 939 fees on self-haulers.

New Article V – Recyclable Materials, Green Waste, and C&D Materials

New Article V consolidates and revises the provisions of existing Articles VIII and IV to be consistent with the terms of the franchise agreement with CR&R. Existing Article VIII allows landscapers to self-haul solid waste without a self-haul permit. The new article changes this to only allow landscapers to self-haul green waste and adds a provision that allows licensed contractors to self-haul construction and demolition material without a self-haul permit. This new article continues without substantive change the provisions regarding ownership of recyclable materials and the right of any person to donate, sell or transfer recyclable materials. However, a provision is added that states the donor/seller of such recyclable materials may not pay the donee/buyer "for collecting, processing or transporting such Recyclable Material, or a consulting or broker's fee for recycling services." This addition reflects a restriction that is contained in the franchise agreement with CR&R.

New Article VI – Prohibited Acts

This new article contains the portions of existing Article XII pertaining to prohibited acts. By and large, the provisions of new Article VI continue without substantive change the existing prohibited acts. However, the section on public nuisances was revised to provide more specificity as to what constitutes a public

nuisance. The proposed ordinance makes it clear that it is deemed a public nuisance if any one of the following conditions exist:

1. The person in charge of the premises has not made arrangements with a franchisee for solid waste handling services or obtained a valid self-haul permit.
2. The person in charge of the premises has made arrangements with a franchisee for solid waste handling services but those services have been terminated due to the failure to pay for such services.
3. The person in charge of the premises has obtained a self-haul permit but is in violation of one or more of the operational standards for the permit.

New Article VII – Enforcement

This article contains the remainder of the provisions of existing Article XII regarding the manners in which Chapter 62 may be enforced. This proposed ordinance continues and clarifies the existing practice of allowing Chapter 62 to be enforced in any manner authorized by the Code or state law. The proposed ordinance also adds a section that specifically authorizes the prevailing party in any enforcement action to recover their attorneys' fees and costs.

COORDINATION AND REVIEW:

A 10-day Notice of Public Hearing regarding the repealing and restating of HMC Chapter 62 was placed in the Valley Chronicle, as well as, posted on the City of Hemet website on June 12, 2014. At the time this report was prepared, no public comments regarding this notice had been received by staff.

At the request of CR&R, Incorporated, the City also noticed a Proposition 218 protest hearing regarding Section 62-24 paragraph B of the proposed ordinance related to delinquency/tax roll billing of delinquencies. The required 45 day advance notice was provided to 33,937 single family and multifamily parcel owners via separate mailing on May 6, 2014. Protests are required to be submitted in writing and may be submitted before the hearing. A valid protest must include:

1. The name of the person submitting the protest and their interest in the property (e.g. owner or tenant), and
2. Identification of the property by either assessor's parcel number or street address, and
3. A statement of protest ("I/we protest" will suffice), and
4. The original signature of the protesting owner or tenant (photocopies will not be accepted).

At the time of report preparation, staff had received approximately 75 protest letters, containing 63 valid protests (Attachment No. 1). If a total of 16,969 of valid protests are received (one per parcel) then section 62-24 paragraph B will not be eligible for inclusion in the ordinance. If less are received, the section will be included with the proposed ordinance revision.

FISCAL IMPACT:

No fiscal impact.

Respectfully submitted,



Kristen Jensen
Public Works Director

Fiscal Impact,



Thomas Kanarr
Interim Finance Director



**CITY OF HEMET
Hemet, California
ORDINANCE BILL NO. 14-038**

**AN ORDINANCE OF THE CITY COUNCIL OF THE CITY
OF HEMET, CALIFORNIA, REPEALING AND RESTATING
CHAPTER 62 OF THE HEMET MUNICIPAL CODE [SOLID
WASTE MANAGEMENT].**

WHEREAS, Article XI, § 7 of the California Constitution authorizes cities to make and enforce within their limits all local, police, sanitary, and other ordinances and regulations not in conflict with general laws; and,

WHEREAS, the Legislature of the State of California, by enactment of the California Integrated Waste Management Act of 1989, ("AB 939" or the "Act") (codified at Public Resources Code §§ 4000 et seq.) established a solid waste management process that requires cities and other local jurisdictions to adopt and implement plans to reduce the amount of solid waste generated within their jurisdiction and to maximize reuse and recycling; and,

WHEREAS, AB 939 states that the frequency of solid waste collection, the means of solid waste collection and transportation, levels of services, charges and fees for services, and the nature, location and extent of providing solid waste services, are matters of local concern; and,

WHEREAS, AB 939 expressly allows cities to provide solid waste services to its residents by its own forces or by authorizing a private entity to provide those services; and,

WHEREAS, when cities confer the authority to provide solid waste handling services on private entities, they may do so by the award of a franchise, contract, license or other means; and,

1 **WHEREAS**, Chapter 62 of the Hemet Municipal Code implements Article XI, § 7
2 of the California Constitution and AB 939 in the City of Hemet and protects public health
3 and safety by authorizing the City Council to provide solid waste handling service itself
4 or to award one or more franchises to private entities; and,

5 **WHEREAS**, the owner or other person in charge of a premises that is eligible for
6 cart service from a solid waste franchisee may elect to self haul their solid waste,
7 recyclable materials and green waste to a disposal facility in lieu of arranging for solid
8 waste handling services from a franchisee; and,

9 **WHEREAS**, Chapter 62 of the Hemet Municipal Code was adopted on May 27,
10 1997 by Ordinance No. 1561, at a time when the City was providing solid waste
11 handling services by its own forces, and only discrete amendments have been made
12 since then; and,

13 **WHEREAS**, this Ordinance repeals and restates Chapter 62 of the Hemet
14 Municipal Code to reflect current City practices, changes in the law, and the fact that the
15 City has divested itself of its refuse enterprise and issued a franchise for solid waste
16 handling services to a private entity.

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

19
20 **SECTION 1: REPEAL AND RESTATEMENT OF CHAPTER 62.**

21 Chapter 62 of the Hemet Municipal Code is hereby repealed and restated in its
22 entirety, as shown in Exhibit A hereto.

23 **SECTION 2: SEVERABILITY.**

24 If any section, subsection, subdivision, sentence, clause, phrase, or portion of
25 this Ordinance is, for any reason, held to be invalid or unconstitutional by the decision of
26 any court of competent jurisdiction, such decision shall not affect the validity of the
27 remaining portions of this Ordinance. The City Council hereby declares that it would
28

1 have adopted this Ordinance, and each section, subsection, subdivision, sentence,
2 clause, phrase, or portion thereof, irrespective of the fact that any one or more sections,
3 subsections, subdivisions, sentences, clauses, phrases, or portions thereof be declared
4 invalid or unconstitutional.

5
6 **SECTION 3: EFFECTIVE DATE.**

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

9 **SECTION 4: PUBLICATION.**

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

16
17 **INTRODUCED** at the regular meeting of Hemet City Council on June 10, 2014.

18 **APPROVED AND ADOPTED** this ____ day of _____ 2014.

19
20
21 _____
22 **Larry Smith, Mayor**

23
24 **ATTEST:**

25 **APPROVED AS TO FORM:**

26 _____
27 **Sarah McComas, City Clerk**

26 _____
27 **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 10th day of June, 2014, and
6 had its second reading at the regular meeting of the Hemet City Council on the ___ day
7 of _____, 2014, and was passed by the following vote:

8 **AYES:**

9 **NOES:**

10 **ABSTAIN:**

11 **ABSENT:**

12
13 _____
14 Sarah McComas, City Clerk

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EXHIBIT "A"

"Chapter 62 - SOLID WASTE MANAGEMENT"

ARTICLE I. – GENERAL PROVISIONS

ARTICLE II. – SOLID WASTE MANAGEMENT

ARTICLE III. – FRANCHISES

ARTICLE IV. – SELF HAULING

ARTICLE V. – RECYCLABLE MATERIALS, GREEN WASTE AND C&D MATERIALS

ARTICLE VI. – PROHIBITED ACTS

ARTICLE VII. – ENFORCEMENT

ARTICLE I. – GENERAL PROVISIONS

Sec. 62-1. – Purpose; Findings.

Sec. 62-2. – Definitions.

Sec. 62-1. – Purpose; Findings.

- A. Purpose. The management and proper disposal of Solid Waste is a matter of great importance to the City, its citizens, visitors, property owners and businesses. The City finds that the public health, safety, and well-being require the generation, accumulation, handling, collection, transportation, conversion and disposal of Solid Waste be controlled and regulated by the City through the comprehensive system provided in this Chapter. This Chapter is intended to ensure Solid Waste Handling Services are readily available, adhere to uniform standards, and are reliable, clean, and efficient. The City has a strong interest in reducing the harboring and breeding of rodents and insects, reducing the spread of disease, and preventing pollution and other unsightly degradation of the environment, which can occur with the improper handling of Solid Waste and the excess accumulation of Solid Waste.
- B. Findings. The City finds and declares:
1. Article XI, § 7 of the California Constitution authorizes cities to make and enforce within their limits all local, police, sanitary, and other ordinances and regulations not in conflict with general laws.
 2. The Legislature of the State of California, by enactment of the California Integrated Waste Management Act of 1989, ("AB 939" or the "Act") (codified at Public Resources Code §§ 4000 et seq.) established a solid waste management process that requires cities and other local jurisdictions to adopt and implement plans to reduce the amount of solid waste generated within their jurisdiction and to maximize reuse and recycling.
 3. AB 939 states that the frequency of solid waste collection, the means of solid waste collection and transportation, levels of services, charges and fees for services, and the nature, location and extent of providing solid waste services, are matters of local concern.

4. AB 939 expressly allows cities to provide solid waste services to its residents by its own forces or by authorizing a private entity to provide those services.
5. This Chapter implements Article XI, § 7 of the California Constitution and AB 939 in the City of Hemet and protects public health and safety by authorizing the City Council to provide solid waste handling service itself or to award one or more franchises to private entities.

Sec. 62-2. – Definitions.

For the purposes of this Chapter, the following words and phrases shall have the meanings respectively ascribed to them by this section. Words and phrases not defined in this Chapter shall have the meaning ascribed by Section 1-2 of this Code, and if not defined therein, then as applicable, as in: Division 30, Part 1, Chapter 2 of the Public Resources Code, Sections 40100 *et seq.*; the regulations of the California Department of Resources Recycling and Recovery; the Resource Conservation and Recovery Act (“RCRA”), 42 U.S.C. §§ 6901, *et seq.* and the regulations implementing RCRA, as they may be amended.

“**AB 939**” or “**Act**” means the California Integrated Waste Management Act of 1989, codified in part at Public Resources Code, §§ 40000 *et seq.* as it may be amended, and as implemented by the regulations of CalRecycle or its successor agency.

“**Account Holder**” means the persons or entities whose name(s) are on a Solid Waste Franchisee’s account for a Premises.

“**Bin**” means a Container, typically between one and eight cubic yards, provided by a Solid Waste Franchisee for the collection of Solid Waste, Recyclable Material and Green Waste.

“**Bulky Waste**” means Solid Waste that would not typically fit within a Container, including, but not limited to, large and small household appliances, furniture, carpets, mattresses, automobile tires, and oversized Green Waste such as tree trunks and large branches if no larger than two feet in diameter and four feet in length, and similar large items discarded from a Residential Premises. “Bulky Waste” does not include consumer electronics, such as televisions, radios, computers, monitors, and the like, which are regarded as Universal Waste, the disposal of which is governed by regulation of the Department of Toxic Substances Control.

“**CalRecycle**” means the California Department of Resources Recycling and Recovery.

“**Cart**” means a Container, typically between 64 and 96 gallons, provided by a Solid Waste Franchisee for the collection of Solid Waste, Recyclable Material, and Green Waste.

“**City**” means the City of Hemet, California, a municipal corporation, and all of the territory lying within the municipal boundaries of the City as presently existing and all geographic areas which may be added or annexed to the City.

“**City Manager**” means a person having that title in the employ of the City of Hemet, or the City Manager’s designated representative.

“City Premises” means City-owned or operated Premises where Solid Waste is generated or accumulated.

“Commercial Premises” means all Premises in the City, other than Single Family Residential Premises, Multifamily Residential Premises, and City Premises, where Solid Waste is generated or accumulated. The term “Commercial Premises” includes, but is not limited to, stores; offices; restaurants; boarding houses; hotels; motels; industrial and manufacturing, processing, or assembly shops or plants; hospitals, clinics, convalescent centers and nursing homes.

“Construction and Demolition Material” or **“C&D Material”** means discarded building materials, “inert wastes” as defined in Public Resources Code § 41821.3(a)(1) (e.g. rock, concrete, brick, sand, soil ceramics and cured asphalt), recyclable construction and demolition materials, packaging, plaster, drywall, rubble resulting from construction, remodeling, repair and demolition operations, but does not include asbestos-containing materials or Hazardous Waste.

“Container” means any Cart, Bin or Debris Box.

“Debris Box” means a Container, typically ten to forty cubic yards, provided by a Solid Waste Franchisee for the collection of Solid Waste that is normally tipped loaded onto a motor vehicle and transported to an appropriate facility.

“Green Waste” means leaves, grass clippings, brush, branches and other forms of organic materials generated from maintenance or alteration of landscapes or gardens including, but not limited to, tree trimmings, prunings, brush and weeds and incidental pieces of scrap lumber. “Green Waste” includes unadorned holiday trees (except such trees which are frosted, flocked or which contain tinsel or metal), but does not include stumps or branches exceeding four inches (4”) in diameter or four feet (4’) in length, or palm fronds, or yucca, which are not suitable for composting. “Green Waste” is not a “Recyclable Material”. “Green Waste” is Solid Waste if it is not segregated from Solid Waste and is discarded into the Solid Waste stream.

“Hazardous Waste” means any waste materials or mixture of wastes defined as a “hazardous substance” or “hazardous waste” pursuant to the Resource Conservation and Recovery Act (“RCRA”), 42 U.S.C. §§ 6901 *et seq.*, the Comprehensive Environmental Response, Compensation and Liability Act (“CERCLA”), 42 U.S.C. §§ 9601 *et seq.*, the Carpenter-Presley-Tanner Hazardous Substance Account Act (“HSAA”), codified at California Health & Safety Code §§ 25300 *et seq.*; the Electronic Waste Recycling Act of 2003, codified at California Health & Safety Code §§ 25214.9 *et seq.* and California Public Resources Code §§ 41516 *et seq.*, laws governing Universal Waste, all future amendments to any of them, or as defined by CalRecycle or the Department of Toxic Substances Control, or by their respective successor agencies. If there is a conflict in the definitions employed by two or more agencies having jurisdiction over hazardous or Solid Waste, the term “Hazardous Waste” shall be construed to have the broader, more encompassing definition.

“Household Hazardous Waste” means dry cell household batteries; cell phones and PDAs; used motor oil; used oil filters when contained in a sealed plastic bag; cooking oil; compact fluorescent light bulbs contained in a sealed plastic bag; cleaning products; pesticides; herbicides; insecticides; painting supplies; automotive products; solvents; stripes; and adhesives; auto batteries; and Universal Waste generated at a Single-Family or Multifamily Residential Premises.

“Multifamily Residential Premises” means a multi-family residential building with 5 or more units, including but not limited to mobile home parks, apartments, condominiums and town homes, which utilize Bins for the temporary accumulation and collection of Solid Waste. The City will have sole authority to resolve any ambiguity as to whether a particular Premise is a Single Family Residential Premises or a Multifamily Residential Premises.

“Owner” means the persons or entities listed on the last equalized assessment roll as the owner of a lot or parcel of real property within the City.

“Person in Charge” means an Owner, Account Holder, tenant, occupant or other person or persons responsible for the day to day operation of a Premises.

“Premises” means place where any person resides, or any business is carried on or conducted, or any other place upon which Solid Waste is generated or accumulated.

“Recyclable Material” means materials that can be reused or processed into a form suitable for reuse through reprocessing or remanufacture, consistent with the requirements of AB 939, including but not limited to the following:

1. Aluminum cans;
2. Glass jars and bottles;
3. Steel, bi-metal and tin cans, and empty aerosol containers;
4. Plastic soft drink bottles and other Type #1 containers (PET-polyethylene terephthalate);
5. Plastic milk and water jugs and other Type #2 containers (HDPE-high density polyethylene);
6. Type #3 plastic containers (V- polyvinyl chloride);
7. Type #4 plastic containers (LDPE-low density polyethylene);
8. Type #5 plastic containers (PP- polypropylene);
9. Type #6 plastic containers (PS- polystyrene);
10. Type #7 plastic containers (other and commingled);
11. Film plastic, e.g., plastic bags, shrink wrap; plastic toys and tools, and other plastic materials (if readily identifiable as being recyclable);
12. PVC pipe;
13. Juice boxes and milk cartons (aseptic packaging, Tetra Pak®, and waxed cardboard);
14. Detergent containers;
15. Scrap metal, coat hangers and metal foil;

16. Newspapers and telephone books;
17. Mixed paper (e.g., ledger, computer, junk mail, magazines, paperback books, cereal boxes, envelopes, paper shopping bags and non-metallic wrapping paper);
18. Corrugated cardboard and chipboard;
19. Chlorofluorocarbons (contained in Bulky Waste set out for collection under Section 7.I and Section 8.B);
20. Tires (if set out for collection as Bulky Waste to be collected under Section 7.I. and Section 8.B.); and
21. Wood (incidental scrap pieces if set out for collection with Green Waste, and larger quantities if set out for collection with Bulky Waste).

“Recyclable Materials” are Solid Waste if they are not segregated from Solid Waste and are discarded into the Solid Waste stream.

“Self Haul” means the transportation of Solid Waste, Recyclable Materials or Green Waste directly to a licensed or permitted landfill or other licensed or permitted disposal facility by a person who has received a Self Haul Permit.

“Self Haul Permit” means a permit issued by the City to Self Haul under Section 62-31 of this Chapter.

“Single-Family Residential Premises” means a detached single family dwelling unit, or each unit in a multifamily residential building with up to four units, such as a duplex, triplex, or quadraplex, a townhouse, a condominium, or a mobile home of permanent character placed in a permanent location, which utilizes one or more Carts, or a Bin, for the temporary accumulation and collection of Solid Waste. The City Manager will have sole authority to resolve any ambiguity as to whether a particular Premise is a Single Family Residential Premises or a Multifamily Residential Premises.

“Solid Waste” means and includes any materials defined as “solid waste” by Section 40191 of the California Public Resources Code, and specifically includes, without limitation, Recyclable Materials and Green Waste that has been disposed into the Solid Waste stream, Bulky Waste, Construction and Demolition Materials, and all other materials, excluding Universal Waste and Hazardous Waste, that are discarded into the Solid Waste stream, or collected in exchange for a fee or any other consideration, regardless of form or amount.

“Solid Waste Enterprise” means any individual, partnership, joint venture, unincorporated private organization, or private corporation, which is regularly engaged in the business of providing Solid Waste Handling Services.

“Solid Waste Franchisee” means a Solid Waste Enterprise that has been granted the right and privilege by the City, or by operation of law, to perform one or more Solid Waste Handling Services within the City or a portion thereof.

“Solid Waste Handling Services” means the collection, transportation, processing, recycling, composting, conversion, retention and disposal of Solid Waste, Green Waste, Recyclable Materials, Construction and Demolition Materials, Bulky Waste, Household Hazardous Waste, and/or Universal Waste.

“Spilled” means deposited, released, spilled, leaked, pumped, poured, emitted, emptied, discharged, injected, dumped or disposed into the environment, or which otherwise has come to be located outside an authorized Container. The term “disposed into the environment” shall include, but is not limited to, the abandonment or discarding of barrels, bags, cans and other closed receptacles containing Solid Waste, Recyclable Materials or Green Waste.

“Universal Waste” means and includes, but is not limited to, Universal Waste Electronic Devices” or “UWEDs,” (i.e., electronic devices subject to the regulation of the Department of Toxic Substances Control, 23 CCR §§ 66273.1, *et seq.*), and other Universal Wastes, including, but not limited to non-empty aerosol cans, fluorescent tubes, high intensity discharge lamps, sodium vapor lamps, and any other lamp exhibiting a characteristic of a hazardous waste, batteries (rechargeable nickel-cadmium batteries, silver button batteries, mercury batteries, small sealed lead acid batteries [burglar alarm and emergency light batteries] alkaline batteries, carbon-zinc batteries and any other batteries which exhibit the characteristic of a hazardous waste), mercury thermometers, and mercury-containing switches.

ARTICLE II. – SOLID WASTE MANAGEMENT

Sec. 62-10. – Disposal of Solid Waste Required.

Sec. 62-11. – Containers – Use, Placement for Collection, Storage.

Sec. 62-12. – Clean-Up.

Sec. 62-13. – Disposal Frequency.

Sec. 62-14. – AB 939 Fees.

Sec. 62-10. – Disposal of Solid Waste Required.

In order to protect the public health, safety and well being, and to prevent the spread of vectors, the Owner or other Person in Charge of a Premises shall make arrangements with the City or the City’s Solid Waste Franchisee for Solid Waste Handling Services.

All Premises in the City must have the applicable Solid Waste Handling Services required under this Chapter.

A violation of this Section is a misdemeanor and punishable as provided in Article VII of this Chapter.

Sec. 62-11. – Containers – Use, Placement for Collection, Storage.

A. Use. Every Person in Charge of a Premises shall:

1. Keep on the Premises a sufficient number of Containers that will hold all Solid Waste, Recyclable Materials, and Green Waste that accumulates on the Premises each week without spilling, leaking, or emitting odors.
2. Deposit or cause to be deposited all Solid Waste, Recyclable Materials and Green Waste generated or accumulated on the Premises into Containers meeting the requirements of Section 62-11(A)(1).
3. Use those Containers:
 - a. Provided by the appropriate Solid Waste Franchisee; or

- b. Approved by the City under a valid Self Haul permit for the Premises.
- B. Placement for Collection. To minimize interference with public rights-of-way, no person shall place a Container in a public right-of-way for collection by the appropriate Solid Waste Franchisee more than 24 hours prior to the normal collection time. Containers placed in a public right-of-way for collection shall be removed from the right-of-way within 24 hours after collection.
- C. Storage. Except during the time a Cart or Bin is placed for collection, no Cart or Bin shall be visible from the public right of way. A Debris Box may be placed in a location that is visible from the public right of way at a Single-Family Residential Premises for up to thirty (30) consecutive days and for no more than sixty (60) total days during any twelve (12) month period.

Sec. 62-12. – Clean-Up.

- A. Until Solid Waste, Recyclable Materials or Green Waste has been picked up by the appropriate Solid Waste Franchisee, or is Self Hauled in accordance with a valid Self Haul Permit, each Person in Charge of a Premises shall be responsible for the cleanup of any and all Solid Waste, Recyclable Material, or Green Waste generated or accumulated on the Premises that is Spilled on, at, or in the Premises. This cleanup responsibility includes the cleanup of Solid Waste, Recyclable Materials and Green Waste Spilled for any reason, including but not limited to human or animal interference with a Container, wind or other natural forces, at any time during storage, collection, removal, or transfer of the materials.
- B. The City's Solid Waste Franchisee(s) shall clean up any Solid Waste, Recyclable Material, or Green Waste Spilled during its collection, removal, or transfer, as soon as the Spill occurs.

Sec. 62-13. – Disposal Frequency.

All Solid Waste accumulating upon a Premises must be disposed of as frequently as required to avoid an accumulation of Solid Waste in violation of Section 30-32 but in no case shall disposal occur less frequently than one (1) time per week, except that less than weekly disposal is permitted during any period of time the Premises is temporarily unoccupied and Solid Waste is not accumulating on the Premises due to out-of-town travel or other similar situations.

Sec. 62-14. – AB 939 Fees.

Pursuant to Division 30, Part 2, Chapter 8 of the Public Resources Code, Section 41900 *et seq.*, the City may impose fees on Premises in amounts sufficient to pay the costs of preparing, adopting, and implementing a countywide integrated waste management plan, including the costs of preparing, adopting and implementing the City's required Source Reduction and Recycling Element, Household Hazardous Waste Element, and Nondisposal Facility Element, and the costs of setting and collecting the fees.

ARTICLE III. – FRANCHISES

Sec. 62-20. – Findings.

Sec. 62-21. – Provision of Solid Waste Handling Service.

Sec. 62-22. – Solid Waste Franchises.

Sec. 62-23. – Manner, Time and Frequency of Collection

Sec. 62-24. – Liability for Solid Waste Collection Fees.

Sec. 62-20. – Findings.

- A. California Constitution Articles XIII(C) and XIII(D), commonly known as “Proposition 218,” regulates a public agency’s imposition of certain fees for property-related services provided by the public agency. Proposition 218 does not restrict or regulate what a private profit-making entity may charge for property-related services provided by a private entity.
- B. The rates and fees established by a Solid Waste Franchisee pursuant to this Article are not subject to Proposition 218 because, among other reasons, the Solid Waste Franchisee independently establishes, charges and collects the fees and rates for its service; Owners of Single-Family Residential Premises may avoid the imposition of such fees and rates by obtaining a Self Haul Permit; and Owners of any property in the City may avoid the imposition of such fees and rates by leaving their property undeveloped or unoccupied.

Sec. 62-21. – Provision of Solid Waste Handling Service.

- A. The City Council may grant franchises to one or more Solid Waste Enterprises to make arrangements with the Persons in Charge of Premises within the City for Solid Waste Handling Services, in accordance with Section 62-22.
- B. The City Council may determine Solid Waste collection categories, (e.g., single-family residential, multifamily residential, commercial, construction & demolition materials, household hazardous waste, universal waste, recyclable materials, green waste and others) and may make or impose franchise, license, contract or permit requirements which may vary for such categories.

Sec. 62-22. – Solid Waste Franchises.

- A. The City Council may award exclusive, partially exclusive, or non-exclusive franchises for one or more types of Solid Waste Handling Services for all or a portion of the Premises in the City. Any such franchise shall be in the form of a written agreement, approved by the City Council by written resolution, and shall be subject to all of the continuation rights, if any, held by any other Solid Waste Enterprise pursuant to Public Resources Code § 49520 et seq. Where a franchise agreement is silent on an issue, the provisions of this Chapter shall govern. Where a franchise agreement predates the effective date of this Chapter, the provisions of the franchise agreement shall govern over any inconsistent provisions contained in this Chapter.
- B. Any franchise granted pursuant to paragraph A of this section shall be granted on such terms and conditions as the City Council shall establish in its sole discretion. At a minimum, the franchise shall provide:
 - 1. The Solid Waste Franchisee shall comply with the provisions of this Chapter; and,

2. The Solid Waste Franchisee shall protect, defend, indemnify and hold the City harmless such acts, omissions, liabilities and damages related to the agreement as the City Attorney and City Manager determined to be reasonable necessary to adequately protect the City; and
3. The Solid Waste Franchisee shall be required to cooperate with City in Solid Waste disposal characterization studies and the preparation of waste stream audits, and to submit information required by the City to meet the reporting requirements of AB 939, or any other law or regulation, and to implement measures consistent with the City's Source Reduction and Recycling Element to reach the Solid Waste and recycling goals mandated by the California Integrated Waste Management Act of 1989, as it may be amended from time to time.

Sec. 62-23. – Manner, Time and Frequency of Collection.

- A. Regular Collection. The City's Solid Waste Franchisee(s) shall make arrangements with its Account Holders specifying the manner in which Solid Waste Handling Services are to be regularly provided, subject to the terms of its franchise.
- B. Special Collections. The City's Solid Waste Franchisee(s) shall provide on-call collection of Bulky Waste and Household Hazardous Waste to its Account Holders, and shall provide its Account Holders with Debris Boxes when requested and collect the Debris Box when the Account Holder no longer requires the Debris Box. The terms and conditions upon which such special collections are provided to Account Holders shall be arranged between the Solid Waste Franchisee and the Account Holder, subject to the terms of the Solid Waste Franchisee's franchise from the City.

Sec. 62-24. – Liability for Solid Waste Collection Fees.

- A. Joint and Several Liability. The Owner of a Premises and the Account Holder for a Premises are jointly and severally liable for Solid Waste Handling Services provided to the Premises by a Solid Waste Franchisee.
- B. Delinquencies - Single Family and Multifamily Residential Premises. An Account Holder for a Single Family or Multifamily Premises who has not remitted required payment for Solid Waste Handling Services within one hundred twenty (120) days after the date of billing shall be notified by the Solid Waste Franchisee servicing the Premises on forms that contain a statement that if payment is not received within fifteen (15) days from the date of the notice, a 10% penalty and 1.5% monthly interest will begin to accrue and the City will be informed of the delinquency in an annual report. The Solid Waste Franchisee will deliver a report of the delinquencies in May of each year with a request that the City place the delinquencies on the tax roll.

Pursuant to Sections 38790.1 and 25831 of the Government Code, or in the alternative HSC 5473a, the City may collect delinquent fees or charges for Solid Waste Handling Services on the property tax roll for the Premises. If the City decides to collect delinquent Solid Waste Handling fees or charges on the property tax roll, it shall adhere to the following procedures:

1. City will fix a time, date and place for hearing the report of delinquencies submitted by the Solid Waste Franchisee and any objections and protests

to the report. The Solid Waste Franchisee shall mail notice of the hearing to the Owner of every Premises listed on the report not less than ten (10) days prior to the date of the hearing. At the hearing, City shall hear any objections or protests of Owners liable to be assessed for delinquent fees. The City may make revisions or corrections to the report as it deems just, after which, by resolution, the report shall be confirmed.

2. The delinquent fees set forth in the report as confirmed shall constitute special assessments against the Premises listed in the report and are a lien on the Premises for the amount of the delinquent fees. A certified copy of the confirmed report shall be filed with the Riverside County Auditor for the amounts of the respective assessments against the respective Premises as they appear on the current assessment roll. The lien created attaches upon recordation, in the office of the Riverside County Recorder, of a certified copy of the resolution of confirmation. The assessment may be collected at the same time and in the same manner as ordinary ad valorem property taxes are collected and shall be subject to the same penalties and the same procedure and sale in case of delinquency as provided for those taxes.
3. City shall remit to its Solid Waste Franchisee(s) amounts collected pursuant to this process within thirty (30) days of receipt from the Riverside County Assessor. Solid Waste Franchisee(s) shall notify the City in the event any delinquency on the report for which a lien has been created is paid or otherwise resolved.

- C. Delinquencies - Commercial Premises. Solid Waste Franchisee(s) may discontinue service to a Commercial Premises if the Account Holder of the Commercial Premises has not remitted required payment for Solid Waste Handling Services within sixty (60) days after the date of billing. If a Solid Waste Franchisee terminates service to any non-paying Premises, the Solid Waste Franchisee may require as a condition precedent to re-establishment of such service, that the Owner of the Premises and the Account Holder must comply fully with all of the billing policies and practices of the Solid Waste Franchisee, including, but not limited to, requirement of payment by cash or cash equivalent, prepayment of one full billing cycle, a security deposit, payment of all costs of collection of monies owed to the Solid Waste Franchisee, and payment of a reinstatement fee. Delinquent Commercial Premises accounts shall be charged a 1.5% monthly late fee on the delinquent balance. If a Solid Waste Franchisee discontinues service for non-payment, the Solid Waste Franchisee shall, upon City request, give written notice to the City Manager of any discontinuance of service for nonpayment, giving the name and address of the Account Holders.

ARTICLE IV. – SELF HAULING

- Sec. 62-30. – Applicability.
- Sec. 62-31. – Self Haul Permit
- Sec. 62-32. – AB 939 Fees

Sec. 62-30. – Applicability

Self Haul Permits are available only to Single Family Residential Premises because it is more difficult to transport larger volumes of Solid Waste, Recyclables and Green Waste in a manner that is safe and sanitary. The difficulty posed by Self Hauling larger volumes of Solid Waste, Recyclables and Green Waste pose an unwarranted

threat to the public health, safety and welfare, as it could lead to increased illegal dumping and burning, failure to segregate Recyclables and Green Waste, unauthorized deposit of Solid Waste in the Containers of another, and the accumulation of Solid Waste at a Premises for more than one (1) week.

Sec. 62-31. – Self Haul Permit

- A. Permit required. The Person in Charge of a Single-Family Residential Premises may apply for and obtain a permit to Self Haul, and shall not Self Haul without a valid Self Haul Permit issued pursuant to this section. Every Person in Charge of a Single-Family Residential Premises who desires to Self Haul in lieu of making arrangements with the appropriate Solid Waste Franchisee for Solid Waste Handling Services shall obtain a Self Haul permit from the City's public works director or his or her designee prior to commencing Self Hauling.
- B. Term. A permit to Self Haul shall be good for one calendar year, or such part of the calendar year that is remaining after the issuance of the permit. All Self Haul permits shall expire on December 31, and may be renewed annually. Application for a renewal permit must be filed at least sixty (60) days prior to the expiration date of the permit to allow adequate time for processing, inspection and verifications required to issue the permit.
- C. Issuance of permit. An applicant for a Self Haul Permit shall submit a completed application, on a form approved by the City's public works director, to the public works department. The public works director or his or her designee shall determine whether the application is complete within five (5) working days of the receipt of the application. If the director or his or her designee finds the application incomplete, the applicant shall be given a list of further information needed to complete the application.

After it is determined that an application for a Self Haul Permit is complete, the applicant shall produce the items listed in numbers 1 through 7 below. The director of public works or his or her designee shall issue a Self Haul Permit within five (5) working days of the production of all of the required items.

- 1. The applicant produces for inspection the vehicle the applicant intends to use for Self Hauling, and the vehicle meets the following standards:
 - a. The vehicle is capable of safely hauling a minimum of 32 gallons (4.3 cubic feet) of Solid Waste, Recyclable Materials and Green Waste in a safe and sanitary manner so that such matter will not Spill; and
 - b. If the vehicle is not fully enclosed, the applicant produces a tarp or other material that is demonstrated to completely secure the materials being Self Hauled.
- 2. The applicant produces evidence that he or she owns or leases the vehicle produced for inspection or has a written agreement to use the vehicle for Self Hauling with the vehicle's owner or lessor;
- 3. The applicant produces evidence that he or she has a valid California driver's license to operate the vehicle produced for inspection and that the vehicle is registered in the State of California;

4. The applicant provides the City with a certificate of automobile insurance for the vehicle;
 5. The vehicle is operational and meets all applicable Vehicle Code standards;
 6. The applicant provides the City with proof that the applicant has Containers for the storage of Solid Waste, Recyclable Materials and Green Waste on the applicant's Premises before the materials are hauled to a disposal facility; and
 7. The applicant provides proof that he/she is has no outstanding charges due to the City's Solid Waste Franchisee for Solid Waste Handling Services previously received at the Premises for which the Self Hauling Permit Application is being submitted; and
 8. The applicant pays the fee for a Self Haul Permit authorized by resolution of the City Council. The fee shall reflect the City's reasonable costs of issuing and monitoring compliance with the permit. Permits issued between January 1 and March 31 shall pay one hundred percent (100%) of the permit fee; permits issued between April 1 and June 30 shall pay seventy-five percent (75%) of the permit fee; permits issued between July 1 and September 30 shall pay fifty percent (50%) of the permit fee; permits issued between October 1 and December 31 shall pay twenty-five percent (25%) of the permit fee.
- D. Appeal of denial. An applicant whose application for a Self Haul permit has been denied may appeal that decision. An appeal may be filed within five (5) days of the date the applicant was notified of the denial. Appeals shall be heard by the City Manager. The decision of the City Manager is final.
- E. Operational standards.
1. Permittees must dispose of Solid Waste weekly at a licensed or permitted landfill or disposal facility and shall procure and retain weekly receipts from such landfill or other disposal facility. Receipts shall be submitted to the City upon request. Failure to show proof of Solid Waste disposal for each week that a person is permitted to Self Haul shall constitute a public health and safety nuisance sufficient to permit City to revoke the permittees' Self Haul permit.
 2. Permittees must notify the City of any change in the vehicle being used to haul Solid Waste by the permittee. Permittees must bring the new vehicle in for an inspection and demonstrate compliance with items 1 through 5 of paragraph B of this section before the new vehicle is used to haul any Solid Waste under the permit.
 3. Permittee must keep on file with the City copies of the current automobile insurance and registration for the vehicle used to Self Haul and the permittee's current California driver's license. Permittee must provide proof to City of renewed automobile insurance, vehicle registration, and California driver's license within five days of expiration of respective document.

4. Permittees must separate and bag Solid Waste, Recyclable Materials and Green Waste. Recyclable Materials shall be disposed of at a licensed or permitted recycling center. Green Waste shall be disposed of at a licensed or permitted composting center or shall be composted on the Premises covered by the Self Haul Permit.
 5. Permittees are liable for any damages and clean-up costs resulting from any Solid Waste, Recyclable Materials or Green Waste Spills during the course of the permittees' Self Hauling activity.
- F. Revocation of permit. The Self Haul permit shall be subject to revocation if the permittee violates any provision of this chapter. A notice of revocation shall be mailed to the permittee informing them that their Self Haul permit is being revoked, identifying the violations of this chapter that have occurred, and informing the permittee that he or she has the right to dispute the revocation by an appeal to the City Manager. An appeal of a revocation must be filed within five (5) calendar days of the mailing of notice of the revocation. A revocation appeal hearing will be scheduled within five (5) days of the date the City receives the request for an appeal. The City Manager will issue a decision on the appeal within five (5) days of the hearing and provide the permittee written notice of the decision. The decision of the City Manager on the appeal shall be final. A person whose Self Haul permit has been revoked pursuant to this paragraph F may not obtain another Self Haul permit for one (1) year from the date of the revocation.

Sec. 62-32. – AB 939 Fees

Pursuant to Division 30, Part 2, Chapter 8 of the Public Resources Code, Section 41900 *et seq.*, the City may impose fees on persons with a Self Haul permit in amounts sufficient to pay the costs of preparing, adopting, and implementing a countywide integrated waste management plan, including the costs of preparing, adopting and implementing the City's required Source Reduction and Recycling Element, Household Hazardous Waste Element, and Nondisposal Facility Element, and the costs of setting and collecting the fees.

ARTICLE V. – RECYCLABLE MATERIALS, GREEN WASTE AND C&D MATERIALS

Sec. 62-40. – Recyclables – Ownership, Right to Dispose.

Sec. 62-41. – Landscapers – Disposal of Green Waste.

Sec. 62-42. – Licensed Contractors – Disposal of C&D Materials.

Sec. 62-40. – Recyclable Materials – Ownership, Right to Dispose.

- A. Upon placement by the owner of Recyclable Material at a designated recycling collection location, or placement of Recyclable Materials in a Container provided by the appropriate Solid Waste Franchisee, the Recyclable Material becomes the property of the recycler or Solid Waste Franchisee, by operation of state law.
- B. Nothing in this Chapter shall limit the right of any person, organization or other entity to donate, sell or otherwise dispose of any Recyclable Material segregated from the Solid Waste stream owned by that person, organization or other entity, provided that the person, organization or other entity does not pay the buyer or donee any consideration for collecting, processing or transporting such Recyclable Material, or a consulting or broker's fee for recycling services.

Sec. 62-41. – Landscapers – Disposal of Green Waste.

Landscapers may collect, transport and compost or dispose of Green Waste without obtaining a Self Haul permit, provided that any such Green Waste is transported to a site permitted by CalRecycle or exempt from permitting.

Landscapers shall not contract with a Solid Waste Enterprise to collect, transport and compost or dispose of Green Waste unless that Solid Waste Enterprise has a franchise from the City to perform said services.

Sec. 62-42. – Licensed Contractors – Disposal of C&D Materials.

Licensed contractors performing work within the scope of their licenses within the City may collect, transport and dispose or recycle self-generated Construction and Demolition Materials without obtaining a Self Haul permit, provided that the licensed contractor adheres to the standards for disposal of Construction and Demolition Material provided in the California Green Building Standards Code (California Code of Regulations Title 24, Part 11). Construction and Demolition Materials must be transported to a landfill or recycling facility permitted by CalRecycle or exempt from permitting.

Licensed contractors shall not contract with a Solid Waste Enterprise to collect, transport and dispose or recycle of Construction and Demolition Materials unless that Solid Waste Enterprise has a franchise from the City to perform said services.

ARTICLE VI. – PROHIBITED ACTS

- Sec. 62-50. – Use of Containers.
- Sec. 62-51. – Removal of Solid Waste.
- Sec. 62-52. – Bulky Waste.
- Sec. 62-53. – Hazardous Waste.
- Sec. 62-54. – Solid Waste Burning.
- Sec. 62-55. – Franchise Required.
- Sec. 62-56. – Public Nuisance.
- Sec. 62-57. – Unauthorized Disposal.
- Sec. 62-58. – Spills.
- Sec. 62-59. – Unlawful Dumping.
- Sec. 62-60. – Solid Waste Facilities

Sec. 62-50. – Use of Containers.

No Person in Charge of a Premises shall keep Solid Waste, Recyclable Materials or Green Waste in any Container other than a Container provided by the appropriate Solid Waste Franchisee or approved by the City pursuant to an approved Self Haul permit.

Any Container not provided by the appropriate Solid Waste Franchisee or approved by the City pursuant to an approved Self Haul permit is prima facie evidence that the owner of the Container is engaging in Solid Waste disposal in violation of this Chapter. Any such unauthorized container may be abated as a public nuisance and impounded as provided in Section 62-74.

Sec. 62-51. – Removal of Solid Waste.

No person other than the Person in Charge of any Premises or a City Solid Waste Franchisee shall:

1. Remove any Container from the location where the Container was placed for storage or collection by the Person in Charge of the Premises; or
2. Remove any Solid Waste, Recyclable Materials or Green Waste from any Container; or
3. Move a Container from the location in which it was placed for storage or collection without the prior written approval of the Person in Charge of the Premises.

Sec. 62-52. – Bulky Waste.

No person shall place Bulky Waste adjacent to or in a street or public right-of-way for collection or removal purposes without first making arrangements with the appropriate Solid Waste Franchisee for the collection or removal of such Bulky Waste.

Sec. 62-53. – Hazardous Waste.

No person shall place or deposit Hazardous Waste, Household Hazardous Waste, or Universal Waste in any Container provided by a Solid Waste Franchisee, or deposit, release, spill, leak, pump, pour, emit, empty, discharge, inject, dump or dispose into the environment any Hazardous Waste, Household Hazardous Waste or Universal Waste.

Sec. 62-54. – Solid Waste Burning.

No person shall burn any Solid Waste within the City, except in an approved incinerator or transformation facility or other device for which a permit has been issued, and which complies with all applicable permit and other regulations of air pollution control authorities, and provided any such act of burning in all respects complies with all other laws, rules and regulations.

Sec. 62-55. – Franchise Required.

No person except a Solid Waste Franchisee, a person with a Self Haul permit, a landscaper, or a licensed contractor performing work within the scope of that license, shall collect or remove any Solid Waste, Recyclable Materials or Green Waste from any Premises within the City.

Sec. 62-56. – Public Nuisance.

It is unlawful and a public nuisance if one of the following conditions exists at a Premises:

1. The Person in Charge of the Premises has not made arrangements with the appropriate Solid Waste Franchisee for Solid Waste Handling Services, and the Person in Charge of the Premises does not have a valid Self Haul Permit;

2. The Person in Charge of the Premises has made arrangements with the appropriate Solid Waste Franchisee for Solid Waste Handling Services, but the Solid Waste Franchisee has terminated services to the Premises due to the Account Holder's failure to pay for such services; and
3. The Person in Charge of the Premises has obtained a Self Haul Permit from the City, but the permittee has violated one or more of the operational standards contained in Section 62-31(E).

Sec. 62-57. – Unauthorized Disposal.

No person shall place anything in another person's Containers without the permission of such other person.

Sec. 62-58. – Spills.

It is unlawful for any person transporting Solid Waste, Recyclable Materials or Green Waste not to clean up, or arrange for the cleanup, of any Solid Waste, Recyclable Materials or Green Waste Spilled during removal or transport within the City by such person. If any person transporting Solid Waste, Recyclable Materials or Green Waste Spills any such materials and does not clean up or arrange for the cleanup of the Spill, the City may clean up the Spill and charge the person responsible for the Spill 100 percent of the costs the City incurred in cleaning up the Spill.

Sec. 62-59. – Unlawful Dumping.

It is unlawful for any person to negligently or intentionally Spill upon any property within the City any Solid Waste, Recyclable Materials or Green Waste, or to cause, suffer, or permit Solid Waste, Recyclable Materials or Green Waste to be located upon any property in the City, except as authorized by law.

Sec. 62-60. – Solid Waste Facilities.

No person shall construct or operate a Solid Waste management facility, including but not limited to a materials recovery facility, Solid Waste transfer or processing station, composting facility, a buy-back or drop-off center, disposal facility or a recycling center without first satisfying all City requirements for land use, environmental and other approvals.

ARTICLE VII. - ENFORCEMENT

- Sec. 62-70. – Enforcement.
- Sec. 62-71. – Violation.
- Sec. 62-72. – Misdemeanor.
- Sec. 62-73. – Attorney's fees.
- Sec. 62-74. – Impounding Containers

Sec. 62-70. – Enforcement.

- A. Pursuant to California Penal Code Section 836.5, any City code enforcement officer is authorized to enforce the provisions of this Chapter and as well as those of California Penal Code Sections 374, 374a, 374.2, 374.3, 374.4, 374d, 374.7, and 375; California Government Code Section 68055 et seq.; and California Vehicle Code Sections 23111 and 23112.

- B. Any violation of this Chapter may be enforced in any manner authorized by law, including but not limited to an administrative citation, criminal citation, nuisance abatement action, or civil action.

Sec. 62-71. – Violation.

Except as otherwise provided in this Chapter, violations of this Chapter are punishable as set out in Section 1-8 of this Code.

Sec. 62-72. – Misdemeanor.

Violation of this Chapter shall be a misdemeanor.

Sec. 62-73. – Attorney’s Fees.

In any action or proceeding brought to enforce a violation of this Chapter, including but not limited to a nuisance abatement action and an action to foreclose on a special assessment, the prevailing party shall recover its reasonable attorney’s fees and costs.

Sec. 62-74. – Impounding Containers

- A. Containers Subject to Impounding. Any Container within the City that is not provided by the appropriate Solid Waste Franchisee or approved by the City pursuant to an approved Self Haul permit may be impounded in accordance with this Section.
- B. Notice to Remove. The director may cause a notice to remove to be posted on the illegal Container. The notice to remove shall state that the Container must be removed from the Premises within three (3) calendar days from the date the notice is posted on the Container or it will be removed and stored by the City and the contents disposed of at the expense of the owner of the Container. The posting of the notice to remove constitutes constructive notice to the owner of the Container and the Person in Charge of the Premises that the Container must be removed from the Premises.
- C. Removal of Containers. If the Container is not removed within three (3) calendar days of the notice to remove, the director may direct the removal and storage of the Container and the disposal of its contents. The City may employ the services of its Solid Waste Franchisee(s) or any other contractor to remove said Containers. Any person whose duty it is to remove and store Containers may enter upon private property with the consent of the Owner or other Person in Charge of the Premises, or by authority of a warrant, or without consent or a warrant if exigent circumstances exist.
- D. Storage of Containers. After a Container is removed and placed in storage, the director shall mail to the owner of the Container a notice to claim the stored Container, if the identity of the owner of the Container is known. The director shall make reasonable efforts to identify the owner of a stored Container. If the Container is not claimed within thirty (30) calendar days after notice to the owner is mailed, or thirty (30) days after the Container is removed if the owner is not known, the Container shall be deemed abandoned property and may be disposed of accordingly.

- E. Release of Container. No Container shall be released to its owner unless the owner has paid the City for the actual costs of the removal, storage and disposal of contents, plus any administrative and ancillary fees, fines or penalties established by resolution of City Council. All amounts due to the City shall constitute a civil debt owed to the City by the owner of the Container.

ATTACHMENT NO. 1

Valid Protests received
as of June 17, 2014

RECEIVED

MAY 20 2014

City Clerk's Office
City of Hemet

A valid protest **must** include:

1. The name of the person submitting the protest and their interest in the property (e.g. owner or tenant), and
2. Identification of the property by either assessor's parcel number or street address, and
3. A statement of protest ("I/we protest" will suffice), and
4. The original signature of the protesting owner or tenant (photocopies will not be accepted).

Please note that pursuant to Government Code section 53755(b) only one written protest will be counted per parcel. Multiple protests returned for a single property will be disallowed and the City Clerk will only accept one protest per property.

The City Clerk will determine the validity of all protests submitted and exclude any invalid protests from the final tabulation. The City Clerk may confer with the City Attorney in determining the validity of written protests. As part of this process, the City Attorney may view contested or suspect protest forms. The City Clerk's decision shall be final and binding.

FOR MORE INFORMATION

If you have questions regarding this Notice, the Public Hearing, or Section 62-24.B of the Ordinance, contact Mr. Charles Russell at 951-765-3712.

WE PROTEST
John Fisk

5

Mailing

JOHN FISK
25511 Buckwood
Lake Forest, CA 92630

231 CALDERA LN
233 CALDERA LN
2990 SAND PINE
3131 MILL RIDGE
3031 THYME

PROPERTIES
OWNED
IN HEMET

RECEIVED

MAY 20 2014

A valid protest must include:

City Clerk's Office
City of Hemet

1. The name of the person submitting the protest and their interest in the property (e.g. owner or tenant), and
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FOR MORE INFORMATION

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*I protest: Warren Hughes owner
110 E. Thornton Ave Hemet Ca 92543*

*I am not responsible for other people's
Bills.*

TO THE CITY OF HEMET In regards to the letter I received from the CITY of HEMET about the meeting on June 24, 2014 at 7:00 pm. About CR&R charging a {land lord} for the tenant not paying there bills. Proposition 218 section 53755. I am strictly opposed to such an ordinance as we have no control over which bills tenants decides to pay, and the rent is usually the last thing they pay on time, they signed the contract for water and trash and they should be responsible, I promised my wife I would never buy another property in the city of HEMET but I was coned into this one because it was supposed to be commercial and I wanted to move my shop there, I went to planning and they said the house was still residential and I could live in it or rent it out, I let it sit vacant for three years, and made the payments and taxes, while trying to sell it, Every prospective buyer ran into problems with the city and said they were totally unreasonable and they would not develop in the city of Hemet., Are going to have to make there car payments next, where is the end to this nonsense, because you get paid by CR&R. Warren hughes making payments on 110 E. THORNTON AVE. HEMET Ca. 92543

RECEIVED

MAY 20 2014

City Clerk's Office
City of Hemet

P.S. I will not be in town at the time of meeting but I will be back!!

*Warren Hughes - owner on record
1436 Calle San Sebastian
San Jacinto Ca. 92583
PH# 951-487-9436
FAX 951-487-1140*

May 14, 2014

City of Hemet
450 E. Latham Ave.
Hemet, CA 92543

Subject: Solid Waste Ordinance Collection of Delinquencies on Tax Roll

Charles Russell

951-765-3712

I own a property at:

1245 E. Morton Place, Hemet, CA. 92543

I protest the placement of charges to be placed on the tax roll.

A handwritten signature in black ink, appearing to read "John Vega". The signature is fluid and cursive, with a large initial "J" and "V".

John Vega

1581 Oak Knoll Lane

Newcastle, CA 95658

530-863-0999 (mobile)

RECEIVED

MAY 20 2014

City Clerk's Office
City of Hemet

5-16-2014

RECEIVED

MAY 20 2014

City Clerk's Office
City of Hemet

Dear Sir,

I, Diana H. Bui-Nguyen - owner of
property located at 1250 Valencia Ave.
Hemet, ca 92543.

I'd like to protest to proposition 218.
I do not want the city collect fee or
any charges for waste services on the
property tax rate for single-family or
multi-family residential premises.
Thank you very much.

Diana
DIANA BUI-NGUYEN

RECEIVED

MAY 21 2014

City Clerk's Office
City of Hemet

A valid protest **must** include:

1. The name of the person submitting the protest and their interest in the property (e.g. owner or tenant), and
2. Identification of the property by either assessor's parcel number or street address, and
3. A statement of protest ("I/we protest" will suffice), and
4. The original signature of the protesting owner or tenant (photocopies will not be accepted).

Please note that pursuant to Government Code section 53755(b) only one written protest will be counted per parcel. Multiple protests returned for a single property will be disallowed and the City Clerk will only accept one protest per property.

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FOR MORE INFORMATION

If you have questions regarding this Notice, the Public Hearing, or Section 62-24.B of the Ordinance, contact Mr. Charles Russell at 951-765-3712.

We own five properties in Hemet.

We protest this Ordinance 62-24 B.

Properties Addresses are:

- 1 588 SAN DIMAS, Hemet
- 2 2301 ~~Corinto~~ Corinto CT, Hemet
- 3 2032 ORTEGA CT, Hemet
- 4 571 SAN CLEMENTE St, Hemet
- 5 572 Toledo Drive, Hemet

Thank you,

J. W. [Signature], Julia A. Derouin

1. Octavio Lopez Gomez – Owner
2. 1528 E. Devonshire Ave, Hemet, CA 92544 Parcel # 445162010-1 Lot 31 MB 023/078
Devonshire Park
3. I protest against Proposition 218 and Government Code Section 53755

4. *Octavio L. Gomez*

RECEIVED

MAY 21 2014

City Clerk's Office
City of Hemet

Robert R. Wall and Kathleen L. Wall (owners)

2917 Carl Dr.

Hemet, Ca.

We object to the solid waste ordinance Section 62-24

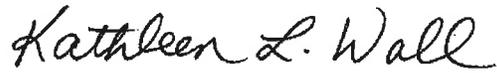
RECEIVED

MAY 21 2014

City Clerk's Office
City of Hemet



Robert R. Wall



Kathleen L Wall

Robert R. Wall and Kathleen L. Wall (owners)

251 Brandon Way

Hemet, Ca.

We object to the solid waste ordinance Section 62-24

RECEIVED

MAY 21 2014

City Clerk's Office
City of Hemet



Robert R. Wall

Kathleen L Wall



Robert R. Wall and Kathleen L. Wall (owners)

3679 Oslo Ct.

Hemet, Ca.

We object to the solid waste ordinance Section 62-24

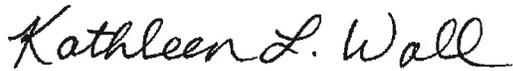
RECEIVED

MAY 21 2014

City Clerk's Office
City of Hemet



Robert R. Wall



Kathleen L Wall

Robert R. Wall and Kathleen L. Wall (owners)

2195 Aspen Dr.

Hemet, Ca.

We object to the solid waste ordinance Section 62-24

RECEIVED

MAY 21 2014

City Clerk's Office
City of Hemet



Robert R. Wall



Kathleen L. Wall

RECEIVED

MAY 21 2014

City Clerk's Office
City of Hemet

1041 Lynwood Dr
Hemet, CA 92543

May 10, 2014

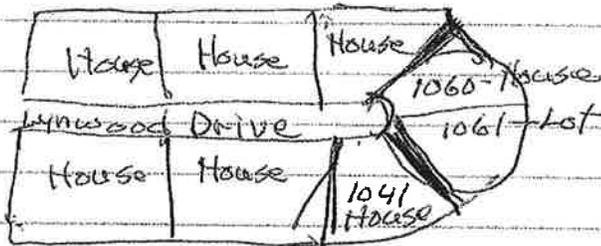
Mr. Charles Russell
City of Hemet
445 E. Florida Ave.
Hemet, CA 92543

Dear Mr. Russell:

I protest CRWR Waste Services repeated billing for trash pickup at 1061 Lynwood Dr., Hemet, CA, 92543.

The lot at 1061 Lynwood Dr. and the residence at 1041 Lynwood Drive belonged to my mother, Virginia L. Gray. They went through Probate as a single unit - The Estate of Virginia L. Gray - following her death in 2002.

There is no residence at 1061. I live in the single family residence at 1041 and pay for trash pick up there.



2

Thank you for your consideration.

Sincerely,
Roberta Madsen
Resident, 1041 Lynwood Dr., Hemet, CA 92543

RECEIVED

MAY 21 2014

City Clerk's Office
City of Hemet

6-18-14

I Moises D Perea Tenant of the
Property 1916 Spring White Rd, Hemet. CA 92545
I protest to the proposition 218. Section 62-24.18
to Collection of Delinquencies on Tax Roll.

Moises D Perea, Im Tenant of
the property 1916 Spring White Rd.
Hemet CA 92545
Cell # 951-545-3358

Moises Perea

to the city of Hemet 5/19/14
Protest on proposition 218.

I Vivian Hernandez - Owner
Protest against Prop 218
I personally have place my
waste account on autopay by my
bank, and I do not like that
proposition wanting to place any
charges on my tax bill.

Thank you

Vivian Hernandez
223 W. Acacia Ave
Hemet Ca, 92343

RECEIVED

MAY 21 2014

City Clerk's Office
City of Hemet

May 16, 2014

City of Hemet
450 E. Latham Ave
Hemet, Ca 92543

RE: Protest to Section 62-24.B

To Whom It May Concern:

I object to and **"PROTEST"** the proposed Section 62-24.B adoption by the city of Hemet, CA.



Jon B Biel TR
Owner of
2155 Woodberry Ave.
Hemet CA 92544

Ap# 445 144 022-6

RECEIVED

MAY 21 2014

City Clerk's Office
City of Hemet

RECEIVED

MAY 21 2014

City Clerk's Office
City of Hemet

A valid protest **must** include:

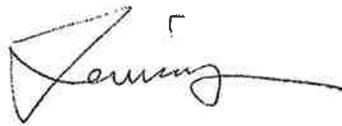
1. The name of the person submitting the protest and their interest in the property (e.g. owner or tenant), and
2. Identification of the property by either assessor's parcel number or street address, and
3. A statement of protest ("I/we protest" will suffice), and
4. The original signature of the protesting owner or tenant (photocopies will not be accepted).

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FOR MORE INFORMATION

If you have questions regarding this Notice, the Public Hearing, or Section 62-24.B of the Ordinance, contact Mr. Charles Russell at 951-765-3712.

1. Lewis L. Wong, Owner
2. 840 So. GILBERT ST. Hemet, CA - 92543
3. 9 protest
4. Sign - 

May 10, 2014
City of Hemet
445 E Florida Ave
Hemet Ca 92543

Robert Denkers (owner)
220 W Latham Ave
Hemet Ca 92543

Dear Council Members,

I strongly protest to Proposition 218. Please do not accept it. Thank you

Robert Denkers



RECEIVED
MAY 21 2014
City Clerk's Office
City of Hemet

May 15, 2014

Mr. Charles Russell
City of Hemet
445 E. Florida Avenue
Hemet CA 92543

RECEIVED

MAY 22 2014

City Clerk's Office
City of Hemet

Re Solid Waste Ordinance Section 62-24B
Property Address – 1243 Granite Drive, Hemet CA 92543 (a rental)
Protest by Owner – Virginia B. VanderMel

Dear Sir:

I wish to protest the intent of this ordinance and attempted change based on the following:

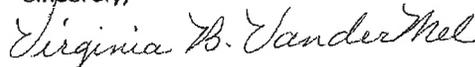
Private company being allowed to access property tax rolls – The City of Hemet has turned over their trash collecting responsibility to a private company as I understand. I don't see how a private company can put their charges on the county property tax notices. In fact, I can't believe it is legal.

As the property owner, I have no connection with my tenant's bills, utility or otherwise. I am not a Co-signer on any of those things and I have absolutely no control over that situation. It should be totally between the person who contracted with the trash company and the trash company. The city should not be involved in this at all. The trash company has other options without invading the county property tax rolls.

If you allow this to happen, I think you are setting a very bad precedent. Would all utility companies be able to do the same thing?

I very strongly protest this situation,

Sincerely,



Virginia B. VanderMel
P. O. Box 1674
Hemet CA 92543

RECEIVED

MAY 27 2014

**City Clerk's Office
City of Hemet**

Leonard Wong
(Property Owner)
2904 Caballista Del Sur
San Clemente, CA 92673
May 19, 2014

Dear Sirs:

For the property located at:
1144 Ticonderoga Ln.
Hemet, CA 92545

Property Data: 444052003-8 .17 Acres in Lot 82 MB 353/016 TR 30689

I protest the adoption of Paragraph B "Delinquencies-Single Family and Multifamily Residential Premises" of Section 62-24 of An Ordinance Repealing and Restating Chapter 62 [Solid Waste Management].



Leonard Wong

RECEIVED

MAY 27 2014

**City Clerk's Office
City of Hemet**

Leonard Wong
(Property Owner)
2904 Caballista Del Sur
San Clemente, CA 92673
May 19, 2014

Dear Sirs:

For the property located at:
3730 Claremont Street
Hemet, CA 92545

Property Data: 444050014-2 .17 Acres in Lot 14 MB 353/016 TR 30689

I protest the adoption of Paragraph B "Delinquencies-Single Family and Multifamily Residential Premises" of Section 62-24 of An Ordinance Repealing and Restating Chapter 62 [Solid Waste Management].



Leonard Wong

Mike & Joyce Richards

580 Beech Avenue, Suite A

Carlsbad, CA 92008

(760) 758-0830

(760) 889-3197 Cell

RECEIVED

May 21st, 2014

MAY 27 2014

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

City Clerk's Office
City of Hemet

Ref: Protest Section 62-24.B of ordinance

2

Gentlemen:

We hereby protest the proposed Section 62-24.B on hearing to be held June 24th, 2014
For properties located at:

2020 Avenida Olivos, Hemet, CA 92545; and
2132 Casita Ct., Hemet, CA 92545

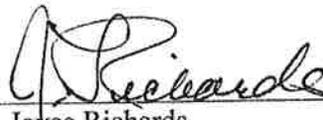
We are the owners of the above properties and know that if our tenants do not pay this
bill they will not probably be paying their rents as well which puts the landlord/owners in
a negative cash flow situation.

Thank you for your consideration.


Mike Richards

dated

(owner)

 5/21/14
Joyce Richards

dated

(owner)

To the City of Hemet.

Regarding: Notice of public Hearing. Solid Waste Ordinance Section 62-24 –
Collection of Delinquencies on Tax Roll

Enclosed you will find 16 protest letters, for 16 different properties that
I either own or am the account holder paying the trash bill. Please
count them as 16 formal protests at the June 24th meeting.

Thank you

Frank Leigh

110 Tradewinds Lane

San Jacinto CA 92583

951-665-3059

RECEIVED

MAY 28 2014

City Clerk's Office
City of Hemet

To the City of Hemet.

Regarding: Notice of public Hearing. Solid Waste Ordinance Section 62-24 –
Collection of Delinquencies on Tax Roll

As account holder paying the trash bill, for 165 N Hamilton Ave Hemet CA 92543

I protest.

Thank you.



Frank Leigh

110 Tradewinds Lane

San Jacinto CA 92583

951-665-3059

RECEIVED

MAY 28 2014

City Clerk's Office
City of Hemet

To the City of Hemet.

Regarding: Notice of public Hearing. Solid Waste Ordinance Section 62-24 –
Collection of Delinquencies on Tax Roll

As account holder paying the trash bill, for 210 N Tahquitz Ave Hemet CA 92543

I protest.

Thank you.



Frank Leigh

110 Tradewinds Lane

San Jacinto CA 92583

951-665-3059

RECEIVED

MAY 28 2014

City Clerk's Office
City of Hemet

To the City of Hemet.

Regarding: Notice of public Hearing. Solid Waste Ordinance Section 62-24 –
Collection of Delinquencies on Tax Roll

As account holder paying the trash bill, for 220 N Tahquitz Ave Hemet CA 92543

I protest.

Thank you.



Frank Leigh

110 Tradewinds Lane

San Jacinto CA 92583

951-665-3059

RECEIVED

MAY 28 2014

City Clerk's Office
City of Hemet

To the City of Hemet.

Regarding: Notice of public Hearing. Solid Waste Ordinance Section 62-24 –
Collection of Delinquencies on Tax Roll

As account holder paying the trash bill, for 349 Whicha Way Hemet CA 92544

I protest.

Thank you.



Frank Leigh

110 Tradewinds Lane

San Jacinto CA 92583

951-665-3059

RECEIVED

MAY 28 2014

City Clerk's Office
City of Hemet

To the City of Hemet.

Regarding: Notice of public Hearing. Solid Waste Ordinance Section 62-24 –
Collection of Delinquencies on Tax Roll

As account holder paying the trash bill, for 250 N Gilbert St Hemet CA 92543

I protest.

Thank you.



Frank Leigh

110 Tradewinds Lane

San Jacinto CA 92583

951-665-3059

RECEIVED

MAY 28 2014

City Clerk's Office
City of Hemet

To the City of Hemet.

Regarding: Notice of public Hearing. Solid Waste Ordinance Section 62-24 –
Collection of Delinquencies on Tax Roll

As account holder paying the trash bill, for 880 Malaga Pl Hemet CA 92543

I protest.

Thank you.



Frank Leigh

110 Tradewinds Lane

San Jacinto CA 92583

951-665-3059

RECEIVED
MAY 28 2014
City Clerk's Office
City of Hemet

To the City of Hemet.

Regarding: Notice of public Hearing. Solid Waste Ordinance Section 62-24 –
Collection of Delinquencies on Tax Roll

As account holder paying the trash bill, for 315 S Alessandro St Hemet CA 92543

I protest.

Thank you.



Frank Leigh

110 Tradewinds Lane

San Jacinto CA 92583

951-665-3059

RECEIVED

MAY 28 2014

City Clerk's Office
City of Hemet

May 23, 2014

City of Hemet
450 East Latham Ave.
Hemet, CA 92543

RECEIVED

MAY 28 2014

City Clerk's Office
City of Hemet

Dear Sirs,

As a landlord I formally protest against Section 62-24B which decrees that; "The Owner of a Premises and the Account Holder for a Premises are jointly and severally liable for Solid Waste Handling Services provided to the Premises by a Solid Waste Franchisee." Services provided to the premises? This action is nonsensical as the account is solely in the name of the tenant; services are provided for the tenant/occupant and NOT for a premise, as premises create no waste on their own. A structure alone cannot create billable waste for hauling. If the premises were unoccupied would I still get a hauling bill? Why not if the services are provided to the premises? In addition the city will place a lien on the property until the debt is satisfied by the owner? I, the property owner did not enter into any contract with the trash hauler. It would be as ludicrous as me being responsible for unpaid water and power bills, what's next? I get a letter from Visa because the tenant has not paid them? I am not my brother or sister's keeper.

Respectfully,



Vincent Casolaro

Owner

891 Felipe Place, Hemet CA 92543

May 23, 2014

City of Hemet
450 East Latham Ave.
Hemet, CA 92543

RECEIVED

MAY 28 2014

City Clerk's Office
City of Hemet

Dear Sirs,

As a landlord I formally protest against Section 62-24B which decrees that; "The Owner of a Premises and the Account Holder for a Premises are jointly and severally liable for Solid Waste Handling Services provided to the Premises by a Solid Waste Franchisee." Services provided to the premises? This action is nonsensical as the account is solely in the name of the tenant; services are provided for the tenant/occupant and NOT for a premise, as premises create no waste on their own. A structure alone cannot create billable waste for hauling. If the premises were unoccupied would I still get a hauling bill? Why not if the services are provided to the premises? In addition the city will place a lien on the property until the debt is satisfied by the owner? I, the property owner did not enter into any contract with the trash hauler. It would be as ludicrous as me being responsible for unpaid water and power bills, what's next? I get a letter from Visa because the tenant has not paid them? I am not my brother or sister's keeper.

Respectfully,


Vincent Casolaro

Owner

641 Barber Drive, Hemet CA 92543

May 23, 2014

City of Hemet
450 East Latham Ave.
Hemet, CA 92543

RECEIVED

MAY 28 2014

City Clerk's Office
City of Hemet

Dear Sirs,

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Respectfully,



Vincent Casolaro

Owner

661 Barber Drive, Hemet CA 92543

May 23, 2014

City of Hemet
450 East Latham Ave.
Hemet, CA 92543

RECEIVED

MAY 28 2014

City Clerk's Office
City of Hemet

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Respectfully,



Vincent Casolaro

Owner

241 Susan Lane, Hemet CA 92543

May 23, 2014

City of Hemet
450 East Latham Ave.
Hemet, CA 92543

RECEIVED
MAY 28 2014
City Clerk's Office
City of Hemet

Dear Sirs,

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Respectfully,



Vincent Casolaro

Owner

500 E. Thornton Avenue, Hemet CA 92543

05/22/2014

City of Hemet

445 East Florida Avenue

Hemet, California 92543

RECEIVED

MAY 28 2014

City Clerk's Office
City of Hemet

Sirs:

The purpose of this letter is to protest as owners of the property identified by the Assessors parcel No. 444065009-4 to the adoption of Paragraph B " Delinquencies- Single Family and Multifamily Residential Premises" of Section 62-24 of an Ordinance Repealing and Restating chapter 62 (Solid Waste Management) on the part regarding to Liability for solid waste collection fees procedure.

These delinquencies fees could be addressed by asking the tenants a deposit on the amount in money equivalent to 120 days of service by the Solid Waste Handling Services Company.

Sincerely yours,



Enrique Granados AND BETTY GRANADOS
2108 El Toro Circle, Hemet California 92545

Solid Waste Ordinance Section 62-24 – Collection of Delinquencies on
Tax Roll

RECEIVED

Name: Syed T Ali

MAY 28 2014

Interest in Property: Owner

City Clerk's Office
City of Hemet

Property Address: 4775 CreekrIDGE Ln, Hemet CA 92545

Statement of protest: I PROTEST.


Signature 20 MAY 2014

Solid Waste Ordinance Section 62-24 – Collection of Delinquencies on
Tax Roll

RECEIVED

MAY 28 2014

City Clerk's Office
City of Hemet

Name: Syed T Ali
Interest in Property: Owner
Property Address: 914 Aria Rd, Hemet CA 92543
Statement of protest: I PROTEST.


Signature 20MAY 2014

RECEIVED

JUN 02 2014

City Clerk's Office
City of Hemet

DATE: May 27th, 2014

Cam Dang (Owner)
3072 Red Cedar Trail
Hemet, CA 92545
Assessment Number: 460310033-0

Dear City Clerk,

I protest to the proposed Section 62-24.B of the Ordinance.

Sincerely,



Cam Dang

6-2-14

CITY OF HEMET
445 E. FLORIDA AVE
HEMET CA 92543

RECEIVED

JUN 09 2014

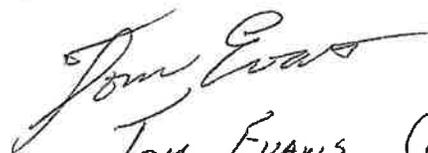
City Clerk's Office
City of Hemet

RE: SOLID WASTE ORDINANCE SECTION 62-24

I PROTEST THE PROVISIONS OF ORDINANCE SECTION 62-24B
FOR THE FOLLOWING REASONS:

1. AS A LANDLORD, I HAVE NO CONTROL OVER CONTRACTUAL OBLIGATIONS MADE BY TENANTS.
E.G.; THEY CAN SIGN UP FOR A STANDARD TRASH CAN OR A 40 YD DUMPSTER.
2. AS A LANDLORD I CANNOT DISCONTINUE THE SERVICE IF THE TENANT IS NOT PAYING THE BILL.
3. THE WAITING PERIOD OF 120 DAYS BEFORE PLACING PAST DUE BILLS ON THE TAX ROLL IS NOT LONG ENOUGH. THE TIME PERIOD REQUIRED TO EVICT A RECALCITRANT TENANT CAN EASILY TAKE LONGER THAN THE 120 DAYS. (AS I CAN TESTIFY.)
4. I CANNOT SEE HOW THE SOLID WASTE BILL SHOULD BE TREATED ANY DIFFERENTLY THAN ELECTRICITY, GAS, OR WATER.

WHY IS CRRR ALREADY THREATENING TO PUT A LIEN ON PROPERTY IF THIS ORDINANCE IS NOT CURRENTLY ENACTED?



TOM EVANS (OWNER)

1018 SANTA ELENA
HEMET, CA 92543

6-2-14

CITY OF HEMET
445 E. FLORIDA AVE.
HEMET, CA 92543

RECEIVED

JUN 09 2014

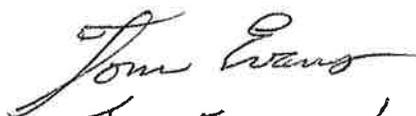
City Clerk's Office
City of Hemet

RE: SOLID WASTE ORDINANCE SECTION 62-24

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WHY IS CRER ALREADY THREATENING TO PUT A LIEN ON PROPERTY IF THIS ORDINANCE IS NOT CURRENTLY ENACTED?



TOM EVANS (OWNER)
590 SANTA CLARA CIRCLE
HEMET, CA 92543

Re 3077 greengable
Hemet, CA 92543

RECEIVED
JUN 09 2014
City Clerk's Office
City of Hemet

June 3, 2014

Dear Sirs:

I wish to protest the City of Hemet's proposed change to section 62-24.

As land lord's we are not responsible for the water and trash service provided for our tenants.

We do not feel that it is fair to add a tenants personal bill to our property tax bill.

The account holder has entered into a contract with the city for trash and water and they are responsible for their bill.

Sincerely

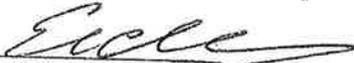
Roberta A Smith

To the city of Hemet.
Solid waste ordinance Section 62-24.

My name is Alex Eidelstein and I am the owner of the property on:

3057 SUN Delight way. Hemet ca 92545

I protest for the collection of the delinquencies on the tax roll.

Signature 

Date 6-7-14

RECEIVED

JUN 09 2014

City Clerk's Office
City of Hemet

To the city of Hemet.
Solid waste ordinance Section 62-24.

My name is Alex Eidelstein and I am the owner of the property on:

1210 Dutch Mill Rd. Hemet Ca 92545

I protest for the collection of the delinquencies on the tax roll.

Signature 

Date 6.7.14

RECEIVED

JUN 09 2014

City Clerk's Office
City of Hemet

To the city of Hemet.
Solid waste ordinance Section 62-24.

My name is Alex Eidelstein and I am the owner of the property on:

2071 Lagoon Court. Hemet Ca 92545

I protest for the collection of the delinquencies on the tax roll.

Signature Eidel
Date 6.7.14

RECEIVED

JUN 09 2014

City Clerk's Office
City of Hemet

To the city of Hemet.
Solid waste ordinance Section 62-24.

My name is Alex Eidelstein and I am the owner of the property on:

3310 Chickasaw Ct. Hemet Ca 92545

I protest for the collection of the delinquencies on the tax roll.

Signature



Date

6.7.14

RECEIVED

JUN 09 2014

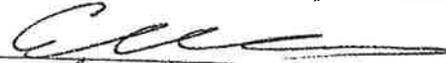
City Clerk's Office
City of Hemet

To the city of Hemet.
Solid waste ordinance Section 62-24.

My name is Alex Eidelstein and I am the owner of the property on:

4730 Cove St. Hemet Ca 92545

I protest for the collection of the delinquencies on the tax roll.

Signature 

Date 6.7.14

RECEIVED

JUN 09 2014

City Clerk's Office
City of Hemet

To the city of Hemet.
Solid waste ordinance Section 62-24.

My name is Alex Eidelstein and I am the owner of the property on:

821 Oleander st. Hemet ca 92543

I protest for the collection of the delinquencies on the tax roll.

Signature



Date

6.7.14

RECEIVED

JUN 09 2014

City Clerk's Office
City of Hemet

RECEIVED

JUN 09 2014

City Clerk's Office
City of Hemet

To the city of Hemet.
Solid waste ordinance Section 62-24.

My name is Alex Eidelstein and I am the owner of the property on:

4182 Trevor Ln. Hemet Ca 92514

I protest for the collection of the delinquencies on the tax roll.

Signature

Date

Eidel

6-7-14

This is a multifamily house
with 3 separate accounts.
and water meters
A; B; C.

This should be counted as
3 protests.

Eidel

551 281005-1
1 parcel

RECEIVED

JUN 09 2014

To the city of Hemet.
Solid waste ordinance Section 62-24.

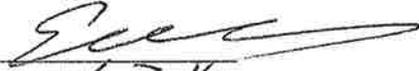
City Clerk's Office
City of Hemet

My name is Alex Eidelstein and I am the owner of the property on:

4219 TREVOR Ln. Hemet Ca 92544

I protest for the collection of the delinquencies on the tax roll.

Signature



Date

6-7-14

Multifamily home with
3 accounts and 3 water meters.
Should count as
3 protests.



1 Parcel

551282004-3

RECEIVED

JUN 09 2014

To the city of Hemet.
Solid waste ordinance Section 62-24.

City Clerk's Office
City of Hemet

My name is Alex Eidelstein and I am the owner of the property on:

4254 Trevor Ln. Units A; B; C; Hemet Ca 92514

I protest for the collection of the delinquencies on the tax roll.

Signature

Date

Eidelstein
6-7-14

Multi family home with
3 accounts. and 3 water
meters.

Should be counted as 3
protests.

Eidelstein

1 parcel!

551281009-5

RECEIVED
JUN 22 2014

CITY OF HEMET
CITY CLERK'S OFFICE

5-23-14 1 of 3

PROTEST OF COLLECTION OF ALLEGED DELINQUENT WASTE COLLECTION FEES.

I MICHEL P. GOMORRE' PROTEST THE ALLEGED CHARGES ON THAT PROPERTY I OWN LOCATED AT 397 NO. WESTERN AVENUE, HEMET CALIFORNIA 92543 ASSESSORS PARCEL NO. 442-052-032.

HEARING DATE 6-24-14

FACTS

I RENT THE SUBJECT PROPERTY TO TENANTS. IN ACCORDANCE WITH THE RENTAL AGREEMENT THE TENANT PAYS FOR WATER, ELECTRIC AND TRASH. MY RENTS ARE 15-20 PERCENT BELOW MARKET RENTS IN THE AREA.

I PREVIOUSLY RENTED THE PROPERTY TO HARY & BETTY MITCHELL. THEY MOVED OUT AND THEIR IN-LAWS MOVED IN. I DID NOT TERMINATE THEIR TENANCY AS A RESULT OF THIS UNAUTHORIZED ASSIGNMENT. THEY HAVE TWO LITTLE GIRLS AGES 3 AND 4 YEARS AND A BABY BOY SIX MONTHS OR LESS OF AGE. THEY ARE DISABLED AND ON WELFARE. I WAS ADVISED

(NEW TENNANT) 5730-142 of 3

by ANTHONY THAT they removed their
GRAND PARENTS, MITCHELLS (PRIOR TENNANT)
from THE TRASH OBLIGATION AND
PLACED TRASH PICK UP ~~BY~~ THEIR
NAME, BITZ. I WAS ADVISED
by letter that there WAS A PAST
obligation owing with LATE CHARGES.
I CALLED THE SOLID WASTE
COMPANY, I ADVISED them THAT
THIS WAS THE FIRST TIME I HAD
been INFORMED. They gave me A
NAME OF THE PERSON THAT
WAS ON THE CONTRACT. I ADVISED
them I HAD NO IDEA OF THAT
PERSON, IN THAT they were NOT
my TENNANTS. I ASKED them
why they have waited so long
to advise me of such. ~~THEY~~ THE
WASTE people INFORMED me that
they wait 3-4 months BEFORE
they CONTACT THE PROPERTY OWNER.
I ASKED them for AN ACCOUNTING
of ~~THEIR~~ their CHARGES. ~~SHE~~
THE WASTE COMPANY SAID they
would CORRECT the PROBLEM
AND GET BACK to me. They never did.
MONTHS LATER I RECEIVE A NEW
NOTICE OF UNPAID TRASH/WASTE
CHARGES. ONCE AGAIN I CALLED

5-30-14 3 of 3

THE WASTE COMPANY AND ASK
THEM FOR AN ACCOUNTING AND
THAT I WOULD NOT PAY FOR
A CHANGE THAT I HAD NO
INFORMATION ON. I FURTHER
ADVISED THE WASTE COMPANY
DON'T PICK UP THE TRASH. FURTHER,
WHY DO THEY WAIT SO LONG TO
ADVISE ME OF UNPAID CHARGES.

I HAVE NEVER RECEIVED AN
ACCOUNTING FROM THEM. THE
PROBLEM IS THAT I HAVE NO
WAY TO CONTROL MY TENANTS
UNLESS I KNOW IN A REASONABLE
TIME THAT THEY ARE LATE OR
UNPAID WASTE CHARGES. ~~EXIST~~.

IT APPEARS ~~THAT~~ THE WASTE COMPANY
WAITS UNTILL THEY ~~THEY~~ HAVE A
LARGE UNPAID BILL WITH UNREASONABLE
LATE FEES BEFORE THEY NOTIFY
THE OWNER. THEY CAN NOT REASONABLY
BELIEVE THAT I SHOULD BE RESPONSIBLE FOR SUCH

13
5-30-2014

Michael J. Cannon

714-875-6446

UPDATE:

I DID PAY THE MOST RECENT CURRENT
BILLING WITH OUTSTANDING BALANCE. 5-30-14

- (1.) SARA GOMEZ DE RODRIGUEZ
- (2.) OWNER

331 JADE DR
HEMET, CA

RECEIVED

JUN 02 2014
City Clerk's Office
City of Hemet

"I protest making the Owner of the Premises liable, for delinquent fees of Account Holder.

Sincerely



SARA GOMEZ DE RODRIGUEZ

From: ALICE FIGUEROA
1811 LABRADOR ST. (MAILING ADDRESS)
NORTHBRIDGE, CA 91325

AND OWNER: ALICE FIGUEROA (PROPERTY AFFECTED)
1875 SILVER DAK WAY
HEMET, CA 92545
RECEIVED

JUN 02 2014

CITY CLERK'S OFFICE
CITY OF HEMET

TO: CITY OF HEMET
450 EAST LATHAM AVENUE
HEMET, CA 92543

RE: SOLID WASTE ORDINANCE SEC. 62-24
COLLECTION OF DELINQUENCIES ON TAX ROLLS

DEAR SIR:

I AM MAILING THIS PROTEST TO CITY OF HEMET
445 E. FLORIDA AVE
HEMET, CA 92543

1. MY NAME: ALICE FIGUEROA,
OWNER OF 1875 SILVER DAK WAY, HEMET, CA

2. PROPERTY ASSESSOR'S # 464081010-0.

3. "I PROTEST!"

4. Signature: Alice Figueroa

Richard Lowder
2018 Riva Ridge
San Antonio, TX 78248

May 25, 2014

RECEIVED

JUN 02 2014

City Clerk's Office
City of Hemet

City of Hemet
445 E Florida Ave
Hemet, CA 92543

RE: PROTEST TO Proposed Solid Waste Ordinance Section 62-24 Collection of
Delinquencies on Tax Roll

I hereby PROTEST the adoption of this ordinance for the following reasons:

- 1- Due process is ignored. This ordinance will allow the attempt to collect fees and charges that may not be valid. This is another police power that will go awry. The City, its agents or contractors will be presumed correct without due process or even reasonable process and the individual owner or tenant will be forced to expend financial and personal resources to force the City and its agents or contractors to be fair, honest, correct and yet ignore reason and decency to the very people who entrusted them to be responsible.
- 2- This ordinance is likely not defensible in a court of law and the City will be forced to expend unnecessary resources needed for other public uses.
- 3- There are other methods available to collect these fees and charges. A good and concerned city council should act like good neighbors and set the tone for its employees and agents to be thorough yet concerned and dutiful in their daily approach to perform their tasks. So often public employees and public officials think their job should be easy as using a rubber stamp. There is no shame in being a hard working public official or employee. A top down approach to execute the duties of office and of an employee position can make all the difference. Forcing citizens through heavy handed tactics of excessive fees is just more of the same old tired government officials and employees acting out abuse of authority to make their job easy and increase the budget of a lazy bureaucracy. It has been happening all across the USA--- that is no reason to join in on the absurd notion to use power over persuasion.

Please be a good neighbor and toss this proposition to the trash heap.

Thanks,



Richard Lowder Owner of 2198 Avenida Estrada, Hemet, California

5/31/14

SARA GOMEZ DE RODRIGUEZ

RECEIVED

OWNER

JUN 02 2014

City Clerk's Office
City of Hemet

160 W WRIGHT ST
HEMET, CA

"I protest making the
Owner of the Premises liable
of delinquent fees, of
Account Holder.

Sincerely



SARA GOMEZ DE RODRIGUEZ

RECEIVED

JUN 05 2014

City Clerk's Office
City of Hemet

6-2-14

TO: CITY OF HEMET

FROM: GILBERT AVILA OWNER TR
LUPE AVILA OWNER TR

ASSESSOR'S PARCEL NUMBER 443162012 9

ADDRESS : 600 E. DEVONSHIRE, HEMET CA. 92543

WE PROTEST



GILBERT AVILA



LUPE AVILA

A valid protest **must** include:

1. The name of the person submitting the protest and their interest in the property (e.g. owner or tenant), and
2. Identification of the property by either assessor's parcel number or street address, and
3. A statement of protest ("I/we protest" will suffice), and
4. The original signature of the protesting owner or tenant (photocopies will not be accepted).

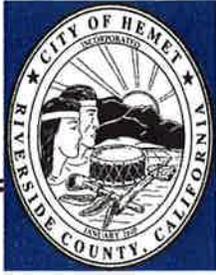
Please note that pursuant to Government Code section 53755(b) only one written protest will be counted per parcel. Multiple protests returned for a single property will be disallowed and the City Clerk will only accept one protest per property.

The City Clerk will determine the validity of all protests submitted and exclude any invalid protests from the final tabulation. The City Clerk may confer with the City Attorney in determining the validity of written protests. As part of this process, the City Attorney may view contested or suspect protest forms. The City Clerk's decision shall be final and binding.

FOR MORE INFORMATION

If you have questions regarding this Notice, the Public Hearing, or Section 62-24.B of the Ordinance, contact Mr. Charles Russell at 951-765-3712.

Section 62-24.B



AGENDA

14

Staff Report

TO: Honorable Mayor and Members of the City Council
FROM: Peter Bryan, Interim Fire Chief; Wally Hill, City Manager
DATE: June 24, 2014
RE: **WEED ABATEMENT**

Wally Hill

RECOMMENDATION:

It is recommended that the City Council conduct a Public Hearing to hear protests and objections to the proposed removal of weeds, rubbish and refuse per Resolution 4575 adopted by City Council on June 10, 2014.

BACKGROUND:

Weed abatement procedures are governed by the provisions of Government Code Sections 39560 *et seq.* On April 24th and May 1st, 2014 the City of Hemet published notice in The Valley Chronicle giving notice to compel landowners to clear their land of weeds, rubbish and refuse. On June 10, 2014, the City adopted Resolution Number 4575 identifying affected property by APN number and declaring weeds rubbish and refuse as a hazardous condition. The City of Hemet mailed notices on June 11, 2014 to affected landowners of this declaration of hazardous condition inviting them to attend the June 24, 2014 City Council Meeting where protests and objections may be heard at the Public Hearing. On June 16 & June 20, 2014 the City published notices in The Press Enterprise giving notice of the Public Hearing.

ANALYSIS:

The Fire Department is conducting the Weed Abatement Program under the provisions of California Government Code Section 39560 *et seq.*, in accordance with the provisions of Section 30-31 of the Hemet Municipal Code and Section 1103.2 of the Uniform Fire Code in order to mitigate fire hazards associated with combustible weeds, rubbish and refuse.

Respectfully submitted,

Peter Bryan
Interim Fire Chief

Attachments: Resolution
Exhibit A
Exhibit B



**CITY OF HEMET
Hemet, California
RESOLUTION NO. 4575**

**A RESOLUTION OF THE CITY COUNCIL OF THE CITY
OF HEMET, CALIFORNIA DECLARING A HAZARDOUS
CONDITION PURSUANT TO GOVERNMENT CODE
SECTIONS 39560 et seq. RELATING TO WEEDS,
RUBBISH AND REFUSE UPON PARKWAYS OR
PRIVATE PROPERTY WITHIN THE CITY**

WHEREAS, the City Council of the City of Hemet has the power and authority pursuant to the provisions of California Government Code Sections 39560 et seq. to declare weeds, rubbish and/or refuse growing on parkways or private property a hazardous condition and to abate such hazard as part of its fire prevention activities; and

WHEREAS, it is in the interest of the health, safety and public welfare of the residents of the City of Hemet that the City Council review and determine whether weeds, rubbish and/or refuse growing on parkways or private property within the City of Hemet constitutes a hazardous condition if it does not abate that condition; and

WHEREAS, the City of Hemet has conducted a review of properties located within its boundaries and has determined that weeds, rubbish and/or refuse exists on those properties identified in Exhibit A hereto, constituting a fire hazard which must be abated under the provisions of California Government Code Section 39560 et seq.; and in accord with the provisions of Sections 30-31 of the Hemet Municipal Code and Section 1103.2 of the Uniform Fire Code.

NOW THEREFORE, THE CITY COUNCIL OF THE CITY OF HEMET, CALIFORNIA DOES HEREBY RESOLVE AS FOLLOWS:

SECTION 1. The City Council of the City of Hemet does hereby find, determine and declare the following:

(a) All weeds growing upon the parkways or private property in the City constitute a seasonal and recurrent hazardous condition which must be abated under the provisions of California Government Code Sections 39560 et seq.; and

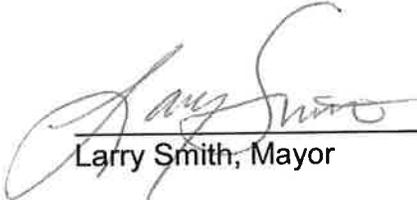
(b) All rubbish and refuse upon parkways or private property in the City constitute a hazardous condition which must be abated under the provisions of California Government Code Sections 39560 et seq.; and

1 (c) Property located on the streets identified in Exhibit A hereto and identified by
2 APN according to the official assessment map have been determined to have weeds,
3 rubbish and/or refuse upon them which must be abated under the provisions of
4 California Government Code Section 39560 et seq. and in accord with the provisions of
5 Sections 30-31 of the Hemet Municipal Code and Section 1103.2 of the Uniform Fire
6 Code which has been adopted by the City of Hemet pursuant to Sections 14-151 et seq.
7 of the Hemet Municipal Code.

8
9 (d) In the event that any property owner fails to abate each and every hazard
10 described in this Resolution in accordance with the notice attached as Exhibit B, the
11 City's designated officer is ordered to remove such hazard and cause the cost thereof,
12 plus an administrative charge, to be levied against the affected property as a special
13 assessment lien.

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16 **SECTION 2.** The City Clerk is hereby ordered to give notice to affected property
17 owners of the City's intention to abate the hazards identified in this Resolution pursuant
18 to the provisions of California Government Code Section 39560 et seq. and setting a
19 public meeting at which time any objections to the proposed removal of the weeds,
20 rubbish and/or refuse shall be heard and considered by the City Council at its regularly
21 scheduled meeting on June 24, 2014

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25 **PASSED, APPROVED, AND ADOPTED this 10th day of June, 2014.**

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Larry Smith, Mayor

ATTEST:



Sarah McComas, City Clerk

APPROVED AS TO FORM:



Eric S. Vail, City Attorney

1 State of California)
2 County of Riverside)
3 City of Hemet)
4

5 I, Sarah McComas, City Clerk of the City of Hemet, do hereby certify that the
6 foregoing Resolution is the actual Resolution adopted by the City Council of the City
7 of Hemet and was passed at a regular meeting of the City Council on the 10th day of
8 June, 2014 by the following vote:

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10 **AYES:** Council Members Krupa, Wright and Youssef, Mayor Pro Tem Milne and
11 Mayor Smith

12 **NOES:**

13 **ABSTAIN:**

14 **ABSENT:**

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Sarah McComas, City Clerk

EXHIBIT A

432-170-019	442-110-028	443-131-005	444-202-001	444-350-024	448-020-016	448-100-013	455-130-005	464-270-008
432-170-020	442-110-031	443-131-006	444-202-002	444-350-034	448-041-014	448-100-014	455-130-006	464-270-009
438-150-047	443-050-002	443-131-026	444-202-003	444-350-035	448-041-015	448-100-015	455-130-007	464-300-001
438-161-007	443-050-003	443-131-027	444-202-004	444-350-036	448-060-002	448-110-002	455-130-008	464-300-002
438-191-027	443-050-004	443-132-012	444-202-005	444-350-037	448-060-003	448-110-003	455-130-010	464-311-001
438-191-028	443-050-007	443-132-015	444-202-006	444-360-051	448-060-007	448-110-005	455-130-011	464-311-002
438-240-011	443-050-017	443-140-001	444-202-007	444-360-052	448-060-009	448-110-006	455-130-012	464-311-003
439-030-009	443-050-018	443-140-024	444-202-008	444-360-053	448-060-010	448-110-009	455-130-015	464-311-004
439-030-010	443-050-020	443-152-003	444-202-009	444-360-054	448-060-013	448-110-018	455-130-021	464-311-005
439-040-023	443-050-021	443-152-004	444-202-010	444-360-055	445-080-024	448-120-001	455-130-022	464-311-006
439-050-028	443-050-022	443-162-013	444-310-008	444-360-056	448-320-034	448-120-004	455-130-023	464-311-007
439-050-046	443-050-023	443-131-005	444-321-031	444-360-057	448-320-035	448-120-010	455-130-024	464-311-008
439-060-014	443-050-024	443-131-006	444-321-032	444-360-060	448-420-001	448-120-011	455-130-030	464-311-009
439-080-004	443-050-026	443-131-026	444-340-005	444-360-061	448-440-006	448-140-012	455-130-031	464-312-001
439-080-009	443-050-027	443-131-027	444-340-006	444-360-062	448-440-007	448-210-014	455-130-036	464-312-002
442-030-001	443-050-028	443-132-012	444-340-007	444-360-063	448-440-024	448-600-001	455-130-040	464-312-003
442-053-019	443-050-029	443-132-015	444-340-008	444-360-064	448-440-025	451-072-021	455-130-041	464-312-004
442-060-007	443-050-030	443-140-001	444-340-009	444-360-065	448-440-026	451-080-019	455-130-042	464-312-005
442-060-027	443-050-031	443-140-024	444-340-010	444-360-066	448-450-016	454-040-027	455-130-043	464-312-006
442-073-019	443-050-039	443-152-003	444-401-040	444-360-067	451-100-022	454-040-029	455-130-046	464-312-007
442-092-012	443-080-035	443-152-004	445-050-003	444-360-058	451-100-026	454-040-037	455-130-047	464-312-008
442-092-013	443-080-049	443-162-013	445-080-001	444-360-059	454-270-034	454-040-038	455-370-023	464-312-009
442-092-014	445-210-008	444-050-001	445-080-008	444-360-070	454-270-035	454-050-022		465-020-031
448-310-003	448-250-006	444-120-001	445-080-023	444-360-071				
465-030-010	465-030-021	465-100-009	551-040-010	551-040-014				
465-030-018	465-030-022	465-100-010	551-040-011	551-040-029				
465-030-020	465-030-027	465-100-036	551-040-012					
	465-030-028	465-100-037						

Exhibit B

**CITY OF HEMET FIRE DEPARTMENT
510 E. Florida Ave
HEMET, CALIFORNIA 92543
951-765-2450**

NOTICE TO DESTROY WEEDS AND REMOVE RUBBISH AND REFUSE

Notice is hereby given that on the 10th day of June 2014, the City Council of the City of Hemet passed a resolution declaring that noxious or dangerous weeds were growing upon or in front of the property on this street (see attached listing of parcel numbers), and that rubbish and refuse were upon or in front of property on this street, in the City of Hemet and more particularly described in the resolution, and that they constitute a fire hazard which must be abated by the removal of the weeds, rubbish and refuse. Otherwise, they will be removed and the fire hazard abated by the City and the cost of removal assessed upon the land from or in front of which the weeds, rubbish and refuse are removed and will constitute a lien upon such land until paid. Reference is hereby made to the resolution for further particulars. A copy of said resolution is on file in the office of the city clerk.

This notice to remove weeds, rubbish and refuse does not preclude any obligations of the property owner to comply with all State and Federal laws applicable to the property.

All property owners having any objections to the proposed removal of the weeds, rubbish and refuse are hereby notified to attend a meeting of the Hemet City Council to be held on **June 24, 2014** at 7 p.m. when their objections will be heard and given due consideration.

Dated this 10th day of June 2014.



Peter Bryan

Interim Fire Chief

Sarah Mc Comas

City Clerk

#15



Staff Report

TO: Honorable Mayor and Members of the City Council

FROM: Wally Hill, City Manager *Wally Hill*
Eric Vail, City Attorney

DATE: June 24, 2014

RE: **REPEAL OF ORDINANCE NO. 1832 AND TERMINATION OF RESTATED AND AMENDED DEVELOPMENT AGREEMENT NO. 10-001** – Repeal Ordinance No. 1832 and terminate the Restated and Amended Development Agreement between the City of Hemet and Stetson Crossing Partners, LLC (Applicant: Mark Cooper, Stetson Crossing Partners, LLC).

RECOMMENDATION

The City Manager and the City Attorney recommend that the City Council:

1. Adopt City Ordinance Bill No. 14-034 (Attachment No. 1), entitled:

“AN ORDINANCE OF THE CITY COUNCIL OF THE CITY OF HEMET, CALIFORNIA REPEALING ORDINANCE NO. 1832 AND TERMINATING RESTATED AND AMENDED DEVELOPMENT AGREEMENT NO. 10-001 [STETSON CROSSING DEVELOPMENT] BETWEEN THE CITY OF HEMET AND STETSON CROSSING PARTNERS, L.L.C.”

BACKGROUND

Upon recommendation from the Planning Commission, the City Council approved Development Agreement No. 08-02 (the “Original Development Agreement”) and adopted Ordinance No. 08-073 on October 23, 2008 for the development of a retail commercial shopping center containing a gross leasable area of approximately 190,000 square feet located on a 20.67 acre site located on the northwest corner of Sanderson and Stetson Avenues in the City (the “Property”). The parties to the Development Agreement are the City and the developer, Stetson Crossing Partners, LLC (the “Developer” or “Stetson”). On December 14, 2010, the Council approved a Restated and Amended Development Agreement, No. 10-001 (the “Restated and Amended Development Agreement”).

California law authorizes cities to enter into development agreements with individuals or entities that have either (a) a legal interest in property, such as ownership through fee title, or (b) an equitable interest in property, such as an option to purchase property or some other contractual right to the property. The City of Hemet has enacted Section 58-67 of the Hemet Municipal Code to implement the State law regarding development agreements and authorizing the City Council to consider and approve development agreements.

Because the Developer did not own or possess fee title to or an equitable interest in the Property, both the Original Development Agreement and the Restated and Amended Development Agreement provided that the City and the Developer would enter into a Purchase and Sale Agreement for the sale of the Property to the Developer. To that end, the City and the Developer initially executed a Purchase and Sale Agreement dated February 12, 2008.

The February 12, 2008 Purchase and Sale Agreement expired by its own terms when the Developer was unable to complete the purchase of the Property within the time allotted under the agreement. The City and the Developer executed another Purchase and Sale Agreement on January 27, 2009.

Stetson again failed to complete the purchase of the Property within the time allowed by the January 27, 2009 Purchase and Sale Agreement, so the City and Stetson entered into an Amended and Restated Purchase and Sale Agreement on November 9, 2010 (the "Amended and Restated Purchase and Sale Agreement"). Unfortunately, Stetson was again unable to consummate the transaction. In total, the City agreed to six amendments of the Purchase and Sale Agreement in an effort to give Stetson more time to secure the financing to purchase the Property. Despite these repeated efforts, Stetson was never able to close the transaction and purchase the Property.

Finally, on August 16, 2013, the City Attorney wrote to the Developer providing formal notice that Stetson had "failed to satisfy" important conditions of the Amended and Restated Purchase and Sale Agreement by the deadline of May 31, 2013. A copy of the City Attorney's letter is attached to this staff report.

Although the Developer did attempt to secure a loan commitment in its efforts to comply with the Amended and Restated Purchase and Sale Agreement, the attempt was unsuccessful, partly because the Developer failed to fully comply with the requirements of the Amended and Restated Purchase and Sale Agreement. The City Attorney sent another letter to Stetson on September 5, 2013 detailing the deficiencies in the loan commitment documents, and requesting further information in accordance with the Amended and Restated Purchase and Sale Agreement. A copy of the City Attorney's September 5, 2013 letter is attached to this staff report.

Again, unfortunately, Stetson failed to provide the necessary information in compliance with the Amended and Restated Purchase and Sale Agreement and failed to close the deal to purchase the Property in the time allowed by the Amended and Restated Purchase and Sale Agreement.

Despite these efforts by the City and the Developer over the six years since the Original Development Agreement was approved, Stetson has not satisfied the conditions of the Original Purchase and Sale Agreement or the Amended and Restated Purchase and Sale Agreement. All of the Purchase and Sale Agreements have expired, and, thus the Developer no longer holds an

equitable interest in the Property. Without a legal or equitable interest in the Property, the Developer is not eligible under State law to benefit from a development agreement. Additionally, under Section 65865.1 of the California Government Code, the City may terminate the Development Agreement for the Developer's failure to comply in good faith with the terms of the development agreement.

Finally, Section 9.8 of the Restated and Amended Development Agreement authorizes the City to terminate the agreement after giving the Developer at least 15 days' notice of and holding a public hearing, and upon a finding based on substantial evidence that the Developer is in default of the agreement and has failed to cure that default.

As shown above, Stetson has failed to complete the purchase of the Property in compliance with the several Purchase and Sale Agreements approved by the City, including the Amended and Restated Purchase and Sale Agreement; accordingly, Stetson holds no legal or equitable interest in the Property and is in default of the Development Agreement. Stetson has failed to cure that default and can now be found to have failed to comply in good faith with the terms of the Restated and Amended Development Agreement. The attached Ordinance contains the findings necessary to support the termination of the Restated and Amended Development Agreement under both Section 65865.1 of the California Government Code and Section 9.8 of the Restated and Amended Development Agreement.

PUBLIC COMMUNICATIONS RECEIVED

As of the date of this report, the City has not received any letters of comment from the public.

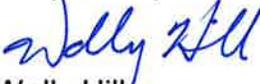
CEQA REVIEW

This action is exempt from environmental review under CEQA Guidelines Section 15270.

FISCAL IMPACT:

No anticipated fiscal impact.

Respectfully submitted,


Wally Hill
City Manager

Legal review,


Eric S. Vail
City Attorney

ATTACHMENTS

- 1) City Council Ordinance Bill No. 14-034
Exhibit 1A - Development Agreement
- 2) Default correspondence with Stetson Crossing



**CITY OF HEMET
Hemet, California
ORDINANCE BILL NO. 14-034**

AN ORDINANCE OF THE CITY COUNCIL OF THE CITY OF HEMET, CALIFORNIA REPEALING ORDINANCE NO. 1832 AND TERMINATING RESTATED AND AMENDED DEVELOPMENT AGREEMENT NO. 10-001 [STETSON CROSSING DEVELOPMENT] BETWEEN THE CITY OF HEMET AND STETSON CROSSING PARTNERS, L.L.C.

WHEREAS, California Government Code Section 65864 *et seq.* (the “Development Agreement Statute”) provides the underlying authority for cities to enter into binding agreements with the owners of real property, which agreements generally vest certain rights in the owner of the property in exchange for providing certain public benefits; and,

WHEREAS, the City has implemented the Development Agreement Statute by adopting Ordinance 1639, adding Section 58-67 to the Hemet Municipal Code authorizing the City Council to consider and approve development agreements; and,

WHEREAS, Section 65865.1 of the Development Agreement Statute provides that a city may terminate a development agreement if the city finds, on the basis of substantial evidence, that the applicant has not complied in good faith with the terms of the development agreement; and,

WHEREAS, Section 65865 of the Development Agreement Statute requires that the party with whom a city executes a development agreement own either a legal interest or an equitable interest in the real property that is the subject of the development agreement; and

WHEREAS, on October 23, 2008, the City Council adopted Ordinance No. 08-073, approving a development agreement (“Development Agreement No. 08-02”) with Stetson Crossing Partners, L.L.C. (“Stetson”) for that project known as Stetson Crossing

1 to be developed on unimproved property in the City of Hemet commonly known as
2 Assessor's Parcel Nos. 456-050-013 and 456-050-022 (the "Property"); and,

3 **WHEREAS**, when Stetson was unable to complete the purchase of the Property
4 as required by Development Agreement No. 08-02, the City adopted Ordinance No.
5 1832 on December 14, 2010, which approved a Restated and Amended Development
6 Agreement, No. 10-001 (the "Restated and Amended Development Agreement"); and

7 **WHEREAS**, Section 2.10.1 of Restated and Amended Development Agreement
8 required that Stetson own a conditional equitable interest in the Property and enter into a
9 Purchase and Sale Agreement, pursuant to which Stetson would purchase the Property
10 from the City; and,

11 **WHEREAS**, Stetson and the City entered into a Purchase and Sale Agreement
12 dated February 12, 2008 (pursuant to the provisions of the original Development
13 Agreement No. 08-02), which established Stetson's equitable interest in the Property, as
14 required by the Development Agreement Statute because Stetson did not own a fee
15 interest in the Property; and

16 **WHEREAS**, when Stetson was again unable to complete the purchase of the
17 Property as required by its agreements with the City, the City and Stetson entered into
18 an Amended and Restated Purchase and Sale Agreement on November 9, 2010 (the
19 "Amended and Restated Purchase and Sale Agreement"); and

20 **WHEREAS**, the Amended and Restated Purchase and Sale Agreement was also
21 amended several times to give Stetson more time to complete the purchase of the
22 Property; and

23 **WHEREAS**, despite the amendments and several attempts by the City to work
24 with Stetson, Stetson was never able to consummate the purchase of the Property and
25 the Amended and Restated Purchase and Sale Agreement has expired; and

26 **WHEREAS**, as a result of the expiration of the Amended and Restated Purchase
27 and Sale Agreement, that agreement is no longer in force or effect, and Stetson no
28

1 longer holds an equitable interest in the Property, nor does Stetson possess a fee
2 interest in the Property; and

3 **WHEREAS**, Section 9.8 of the Restated and Amended Development Agreement
4 authorizes the City to terminate that agreement after giving Stetson at least 15 days'
5 notice of and holding a public hearing, and upon a finding based on substantial evidence
6 that Stetson is in default of the agreement and has failed to cure that default; and now
7 therefore,

8 **THE CITY COUNCIL OF THE CITY OF HEMET ORDAINS AS FOLLOWS:**

9 SECTION 1: The City Council, based on the entire record before it,
10 including any testimony heard at the public hearing on this matter or made part
11 of the public record, does find as follows:

- 12 A. Stetson no longer holds any equitable interest in the
13 Property by virtue of the fact that the Amended and
14 Restated Purchase and Sale Agreement has expired;
- 15 B. Stetson never owned any fee interest in the Property;
- 16 C. Stetson has not complied in good faith with the terms of the
17 Restated and Amended Development Agreement in that
18 Stetson has failed to purchase the Property after several
19 attempts by the City to facilitate the purchase;
- 20 D. City provided Stetson with the formal notice that Stetson
21 failed to satisfy important conditions of the Amended and
22 Restated Purchase and Sale Agreement by the deadline of
23 May 31, 2013; and
- 24 E. In accordance with Section 9.8 of the Restated and
25 Amended Development Agreement, City has given Stetson
26 at least 15 days' prior written notice of the public hearing on
27 the question of whether to terminate the Restated and
28 Amended Development Agreement.

1 SECTION 2: The City Council of the City of Hemet hereby takes the
2 following action by adoption of this Ordinance:

3 A. Ordinance No. 1832 is hereby repealed in its entirety.

4 B. Restated and Amended Development Agreement is hereby
5 terminated under the authority of California Government
6 Code section 65865.1 and Section 9.8 of the Restated and
7 Amended Development Agreement.

8 B. The City Manager is authorized and directed to deliver a
9 Notice of Termination, along with a copy of this Ordinance,
10 to Stetson and any other interested party within ten (10)
11 days after this Ordinance takes effect.

12 C. The City Clerk is hereby directed to record one executed
13 original of the Notice of Termination of the Restated and
14 Amended Development Agreement and this Ordinance with
15 the office of the Recorder for the County of Riverside within
16 ten (10) days after this Ordinance takes effect.

17 SECTION 3: This Ordinance shall take effect thirty (30) days after its enactment
18 in accord with California law.

19 SECTION 4: If any section, subsection, subdivision, sentence, clause, phrase, or
20 portion of this Ordinance is, for any reason, held to be invalid or unconstitutional by the
21 decision of any court of competent jurisdiction, such decision shall not affect the validity
22 of the remaining portions of this Ordinance. The City Council hereby declares that it
23 would have adopted this Ordinance, and each section, subsection, subdivision,
24 sentence, clause, phrase, or portion thereof, irrespective of the fact that any one or more
25 sections, subsections, subdivisions, sentences, clauses, phrases, or portions thereof be
26 declared invalid or unconstitutional.

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SECTION 5: The City Clerk is directed to cause this Ordinance to be published within 15 days of its passage in a newspaper of general circulation published and circulated within the City of Hemet.

INTRODUCED at the regular meeting of Hemet City Council on June 24, 2014.

PASSED, APPROVED, AND ADOPTED, this _____, day of _____, 2014.

Larry Smith, Mayor

ATTEST:

Sarah McComas, City Clerk

APPROVED AS TO FORM:

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 24th day of June, 2014, and
6 had its second reading at the regular meeting of the Hemet City Council on the ___ day
7 of _____, 2014, and was passed by the following vote:

8 **AYES:**

9 **NOES:**

10 **ABSTAIN:**

11 **ABSENT:**

12 _____
13 Sarah McComas, City Clerk
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BURKE, WILLIAMS & SORENSEN, LLP

2280 Market Street - Suite 300
Riverside, California 92501-2121
voice 951.788.0100 - fax 951.788.5785
www.bwslaw.com

Direct No.: 951.801.6625
evail@bwslaw.com
05050-1200.001

August 29, 2013

VIA E-MAIL & U.S. MAIL

Jacob Bayer, Jr.
Polsinelli
700 W. 4th Street, Suite 1000
Kansas City, MO 64112-1802
jbayer@polsinelli.com

Re: **Stetson Crossing, LLC**

Dear Jeb:

I am in receipt of your letter dated August 29, 2013, delivered by e-mail regarding the pending sale of real property between your client Stetson Crossing and my client, the City of Hemet. As you will recall, my firm represents the City of Hemet and I serve as the City's contract City Attorney. I have been authorized to respond to your letter. For ease of reference, I will utilize the defined terms in your letter.

Over the multi-year duration of the subject transaction, our firms, and you and I in particular, have enjoyed an amicable and professional relationship. Fully respecting that relationship I must, nevertheless, point out that many of the facts and circumstances portrayed in your letter are not accurate. Please allow me to express the facts and circumstances of the City, as we know them.

First, Stetson Crossing has been in default of the Purchase Agreement since June 1st, the day following the expiration, of the Proof of Financial Ability provisions in Section 1.2 of the Sixth Amendment to the Purchase Agreement (Sixth Amendment). As an accommodation to Stetson Crossing, the City did not at that time formally terminate the Purchase Agreement, but also did not waive its right to subsequently assert Stetson Crossing's failure to perform. To date, Stetson Crossing has not provided sufficient documentation to satisfy the requirements of this section.

Second, by unanimous decision of the Hemet City Council (excluding Mayor Youssef who recused himself due to a conflict of interest), I was authorized to prepare and send to Stetson Crossing the August 16, 2013 letter you reference. By means of

Stetson Crossing, LLC

August 29, 2013

Page 2

that letter, and as an additional accommodation to Stetson Crossing, the City afforded Stetson Crossing with two options. Option (1) permitted Stetson Crossing to satisfy the Proof of Financial Ability provisions in Section 1.2 of the Sixth Amendment by August 23, 2013, and on that same date deliver a written notice to City that Stetson Crossing would and was able to close by August 30, 2013, and to deposit the purchase price for the Prime Retailer Parcel. Stetson Crossing did not satisfy these requirements.

Option (2) permitted Stetson Crossing to satisfy the Proof of Financial Ability provisions in Section 1.2 of the Sixth Amendment by delivering written notice to the City that Stetson Crossing would and was able to close by August 30, 2013 by depositing the full purchase price of the property (est. \$3,149,355) by August 23, 2013. Stetson Crossing did not satisfy these requirements.

Third, you state that prior to August 23rd, the City agreed that Stetson Crossing would be allowed to make its case for an extension to the City Council in closed session on Tuesday, August 27th. The assertion is simply not true. At no time before or after August 23rd did the City make such an agreement. Both the City Manager and I, as City Attorney, informed Stetson Crossing's primary representative, Mr. Mark Cooper, that we would not recommend to the Council that Stetson Crossing be allowed to address the Council in closed session. We also informed Mr. Cooper that it would violate the Brown Act for us to poll the Council to obtain their agreement outside of a properly noticed Council meeting. Additionally, while we acknowledged Mr. Cooper's first amendment rights to contact Councilmembers, we know that Mr. Cooper is aware that individual Councilmembers cannot bind nor make decisions for the City or the City Council outside of a properly noticed Council meeting.

Fourth, whether Mr. Cooper is confused about whether he thought he was invited to speak to the Council on August 27th is not relevant to Stetson Crossing's performance, nor is it relevant to the standing direction of the City Council. The fact of the matter is that on August 27th, Mr. Cooper and two of his guests were afforded an opportunity to speak with two Councilmembers in an informal meeting, the Council did not have a quorum to take up any matter related to Stetson Crossing, and the Council's previous directives, as reflected in the August 16th letter, stand.

Stetson Crossing, LLC
August 29, 2013
Page 3

At present, no session regarding Stetson Crossing is planned for the Council's regular meeting of September 10th. Neither the City Manager nor I are able to speculate as to what direction the Council may decide to take at that or subsequent meetings with regard to this matter. Under the current state of affairs, the Purchase Agreement will have expired of its own terms and will, without requirement of either party to take any action, no longer have any force or effect nor be binding on the parties.

Very truly yours,



Eric S. Vail

ESV

cc: Mayor and Councilmembers, City of Hemet
Hemet City Manager

RIV #4845-3252-9941 v1



2280 Market Street - Suite 300
Riverside, California 92501-2121
voice 951.788.0100 - fax 951.788.5785
www.bwslaw.com

Direct No.: 951.801.6625
evail@bwslaw.com
05050-1200.001

August 16, 2013

VIA FACSIMILE & US MAIL
(913) 648-1045

Stetson Crossing Partners, LLC
c/o Cooper and Company, Inc.
Mark R. Cooper, President
13661 166th Street
Bonner Springs, Kansas 66012

Re: Stetson Crossing, LLC / Escrow

Dear Mr. Cooper:

It is with much regret that the Hemet City Council has authorized me to send this letter to Stetson Crossing, LLC (Stetson Crossing), providing notification that Stetson Crossing has failed to satisfy Subsection 5.2.3.1, "Purchaser's Proof of Financial Ability," of the Amended and Restated Purchase and Sale Agreement with Joint Escrow Instructions (Agreement), as amended by section 1.2 of the Sixth Amendment to the Agreement (Sixth Amendment). In accordance with that subsection, Stetson Crossing was to provide specific information relating to its Construction Loan Documents, its Lender and/or its Equity Partner or other Financial Resources. Stetson Crossing failed to do so by the deadline of May 31, 2013. Compliance with the requirements of this subsection were an express condition precedent to the City's obligation to close escrow pursuant to Section 6.3 of the Agreement, as amended by the Fourth Amendment to the Agreement (Fourth Amendment). The City has not waived this requirement.

However, given the long relationship of the City and Stetson Crossing, the City will entertain waiving the failure of this condition, and allowing Stetson Crossing to close escrow by August 30, 2013, the date provided in the Sixth Amendment, under the following conditions:

1. Proof of Financing or Purchase Price.

a. Stetson Crossing shall immediately provide all of the information required under subsection 5.2.3.1, as amended in the Sixth Amendment, and as detailed in the

RIV #4826-6821-5317 v1

Stetson Crossing Partners, LLC
August 16, 2013
Page 2

City's letter to Stetson Crossing further detailing the required information, to the City by no later than 12:00 PM on Wednesday, August 21st. All information must be correct and complete and be to the reasonable satisfaction of the City;

or

b. Stetson Crossing shall provide documentation, meeting the reasonable satisfaction of the City, that the full Purchase Price for the Real Property (as defined in the Agreement) and not just the Prime Retailer Parcel (as defined in the First through Fourth Amendments), has been deposited into a bank or other suitable financial institution and is immediately available for Stetson Crossing to use for the purchase of the Real Property. In accordance with Section 2.1.1 of the Agreement, the Purchase Price is estimated to be \$3,149,355. The City must be able to verify the amount, occurrence of the deposit, and the availability of funds.

2. **Delivery of Notice of Closing.** By no later than 4:00 PM on Friday, August 23, 2013, Stetson Crossing shall deliver to City by mail and email (with copy to the undersigned by mail and email) written notices of Stetson Crossing's intent to Close Escrow by Friday, August 30, 2013.

3. **Deposit into Escrow.** By no later than 4:00 PM on Friday, August 23, 2013, Stetson Crossing shall deposit into Escrow all items required under Section 7.3 "Purchasers Duties" of the Agreement, and have satisfied all other obligations of Purchaser under the Agreement and the Amendments as applicable. Stetson Crossing shall provide all documents, deposits and instructions to Escrow Agent to allow Escrow Agent to fulfill their obligations under the Agreement to close escrow by August 30th.

4. **Deliver of Documents to City.** Stetson Crossing shall deliver to City the final version of the Grant Deed, Easements, Restrictive Covenants, Carry Back Note and Deed of Trust (if City approves Stetson Crossing's submittals under 1.a above and Stetson Crossing does not elect to satisfy 1.b above), and any forms and affidavits City needs to deposit into Escrow, as provided in Section 7.2 of the Agreement, all of which shall be fully filled out, completed and in signature ready form.

5. **Deposit of Funds.** Stetson Crossing shall deposit the required Purchase Price into Escrow by no later than 4:00 PM on Wednesday, August 28, 2013.



BURKE, WILLIAMS & SORENSEN, LLP

Stetson Crossing Partners, LLC
August 16, 2013
Page 3

6. **Other Actions Required.** Stetson Crossing shall take such other actions as are reasonably required under the Agreement, the Amendment and this letter for escrow to close on August 30, 2013.

Should escrow fail to close on August 30, 2013, the City will not entertain further extensions of the closing date and the Agreement and Amendments shall expire and terminate of their own terms.

Should you have any questions, please feel free to contact me.

Sincerely,

ERIC S. VAIL

ESV/dkc

cc: Ron Bradley, City of Hemet
John Jansons, City of Hemet

Jeb Bayer, Esq.
Polsinelli Shughart, P.C.
700 W. 47th Street, Suite 1000
Kansas City, Missouri 64112



City of Hemet

From the Office of the City Manager
Wally Hill

445 EAST FLORIDA AVENUE · HEMET, CALIFORNIA 92543 · (951) 765-2417

March 27, 2014

Rick Edwards
Seagrove
11911 San Vicente Blvd., Suite 350
Los Angeles, CA 90049

Mark R. Cooper
23050 Donnoch Court
Murrieta, CA 92562

RE: City Owned Property at Sanderson and Stetson - Hemet, CA

Dear Mssrs. Edwards and Cooper:

Thank you for your interest in development opportunities in Hemet, specifically the city-owned property at Sanderson and Stetson which we discussed. I am in receipt of your correspondence and draft Purchase and Sale Agreement dated March 25, 2014 wherein you propose to purchase the property from the City. Unfortunately, the terms you have proposed in your offer to purchase do not align with the direction that I have received from our City Council to sell the property.

As a courtesy, I will present your proposal to our City Council in Closed Session, Real Property Negotiations under Government Code Section 54956.8 on April 8, 2014 for their consideration. However, I will not be recommending acceptance of the terms presented by you and Mr. Cooper for the reasons we have discussed. Following discussion with the City Council, I may be able to discuss with you alternate terms acceptable to the City Council, should they wish to proceed further.

Again, thank you for the time you have spent on the proposed project and your interest in developing retail centers in Hemet. As always, I may be reached directly at 951-765-2301 or by electronic mail at whill@cityofhemet.org

Sincerely,

Wally Hill
City Manager

CC: Hemet City Council
Eric Vail, City Attorney – Burke Williams and Sorenson LLP



City of Hemet

From the Office of the City Manager
Wally Hill

445 EAST FLORIDA AVENUE · HEMET, CALIFORNIA 92543 · (951) 765-2301

April 9, 2014

Rick Edwards
Seagrove
11911 San Vicente Blvd., Suite 350
Los Angeles, CA 90049

Mark R. Cooper
23050 Donnoch Court
Murrieta, CA 92562

RE: City Owned Property at Sanderson and Stetson - Hemet, CA

Dear Msrs. Edwards and Cooper:

As I corresponded with you on March 27, 2014, the City appreciates your interest in developing in Hemet. As promised, I presented your offer to purchase the city-owned property at Sanderson and Stetson to the City Council for their consideration.

The Council respectfully declined your March 25, 2014 offer to purchase the property under the terms you presented. As I had previously indicated, the terms you proposed did not align with the City Council's interests for the property.

Thank you very much for your interest in developing in Hemet and I hope you will continue to consider projects in Hemet. As always, I may be reached directly at 951-765-2301 or via electronic mail at whill@cityofhemet.org

Sincerely,

Wally Hill
City Manager

CC: Hemet City Council
Eric Vail, City Attorney – Burke Williams and Sorenson LLP



City of Hemet

From the Office of the City Manager
Wally Hill

445 EAST FLORIDA AVENUE · HEMET, CALIFORNIA 92543 · (951) 765-2417

April 23, 2014

Mark R. Cooper, Managing Partner
Stetson Crossing LLC
23050 Donnoch Court
Murrieta, CA 92562

Rick Edwards
Seagrove LA
11911 San Vicente Blvd., Suite 350
Los Angeles, CA 90049

RE: City Owned Property at Sanderson and Stetson - Hemet, CA

Dear Mssrs. Cooper and Edwards:

On April 9, 2014, I informed both of you, as representatives of Stetson Crossing LLC, and Seagrove LA respectively, that the City Council had declined your offer to purchase the above referenced property and instructed me to discontinue the exclusive negotiations previously authorized by the City Council in September of 2013 with Stetson Crossing LLC, represented by Mark Cooper.

As a courtesy to both of you and your companies, I presented your most recent revised offer of April 21, 2014 to the City Council. The City Council respectfully declined the April 21, 2014 offer put forth by Stetson Crossing Partners LLC, Mr. Mark Cooper, Seagrove LA and Mr. Rick Edwards, inclusively, and reaffirmed their decision to terminate any further exclusive negotiations with you and your respective firms.

The City Council has directed me to reassess the City's options for disposition and development of the above referenced property. As a result, the City will not entertain any offers on this property until further notice.

Thank you very much for your interest in developing in Hemet and I hope you will continue to consider projects in Hemet. As always, I may be reached directly at 951-765-2301 or by electronic mail at whill@cityofhemet.org

Sincerely,

Wally Hill
City Manager

CC: Hemet City Council
Eric Vail, City Attorney – Burke Williams and Sorenson LLP



AGENDA # 16

Staff Report

TO: Honorable Mayor and City Council

FROM: John Jansons, Community Investment Director *JJ*

THROUGH: Wally Hill, City Manager *Wally Hill*

DATE: June 24, 2014

RE: Ad Hoc Committee Recommendation for Special Event / Community Event funding for 2014-2015 Fiscal Year (continued from June 16, 2014).

RECOMMENDATION:

That the City Council consider approval of the recommendation of the City Council Ad Hoc Committee to fund Community Events in the amount of \$25,000 for fiscal year 2014-2015.

BACKGROUND:

In 2012, the City Council approved a new program and policy for funding community events.

In April of 2014, the application period for funding of community events in fiscal year 2014-2015 closed with the city receiving 20 applications seeking support totaling \$85,879.

On June 10, 2014 the City Council Ad Hoc Committee of Krupa and Wright met to review the applications and formulate a recommendation to the Council on community event sponsorships for FY 14/15.

On June 16, 2014, the Ad Hoc Committee presented their recommendation to the City Council, but deferred a decision on the recommendation until further discussion of the FY 14-15 budget could be conducted by the City Council.

DISCUSSION:

Again fiscal year 2014-2015 presents financial challenges for the City Hemet which have directly effected the City's ability to sponsor community events. Despite this, City staff believes that there tangible are benefits to the community in sponsoring, albeit modestly, events that foster community pride, healthy living and that provide family friendly activities to the residents of Hemet.

Such events contribute to Hemet's economic development through tourism spending and exposure of Hemet as a great place to live, work and play. Support for community events directly supports Hemet's efforts to showcase itself as a community that takes pride in its heritage, promotes healthy lifestyles and reinforces harmonious living.

As part of the preliminary budget presented to Council, \$50,000 has been proposed for FY 14/15 Special City Events, which includes funding for the Special Event Sponsorship Program, holiday celebrations (Veteran's Day and Christmas parade) and related advertising and marketing projects.

At this time, the Ad Hoc Committees recommends that \$25,000 of that fund be programed for community /special events sponsorships in FY 14/15 through cash and in-kind service contributions as described in their memorandum, **Attachment 1**.

Attachment 2 is a summary of requests received and considered by the Ad Hoc Committee.

The Ad Hoc further recommends that the balance of the fund, up to the remaining \$25,000 be reserved for other advertising and marketing activities to possibly include events traditionally produced by the City such as a Veteran's Day celebration and the Christmas Parade.

The Ad Hoc will weigh delivery models and options for those events later in the year and present their recommendation to the Council at that time.

ALTERNATIVES:

The Council may direct staff to implement all, part or none of the Ad Hoc Committee's recommendation.

FISCAL IMPACT:

The recommendation of the Ad Hoc, if approved will encumber the \$25,000 allocated in the City's budget for FY 2014-2015 for community event support and the remaining \$25,000 for advertising and marketing projects perhaps including other holiday celebrations.

COORDINATION AND REVIEW:

The recommended action of the Ad Hoc has been coordinated with the City Manager's Office, Administrative Services Department and the Community Investment Department.

STRATEGIC PLAN AND COUNCIL GOALS INTEGRATION:

The recommended action supports the City's goals of fostering and maintaining a high quality of life for its residents and promoting economic activity to benefit the local business community and Hemet residents and highlighting Hemet's Heritage, Health and Harmony.

CONCLUSION:

It is respectfully recommended that the City Council accept and approve the Ad Hoc Committee's recommendation to fund community events and other marketing projects for FY 2014-2015.

ATTACHMENTS:

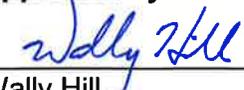
- 1) Ad Hoc Committee Recommendation Memo
- 2) Special Event Funding Requests

Prepared By:



John Jansons
Community Investment Director

Approved By:



Wally Hill
City Manager



MEMORANDUM

TO: Honorable Mayor and City Council
FROM: Special Event Ad Hoc Committee: Councilpersons Krupa and Wright
CC: Wally Hill, City Manager
DATE: June 16, 2014
RE: Ad Hoc Committee's Recommendation for Special Event funding for FY 14/15

As your representatives assigned to the Special Event Funding Recommendation Ad Hoc Committee of the City Council, please find our recommendation below for funding special community events for Fiscal Year 2014-2015.

2014/2105 SPECIAL EVENT PROGRAM:

Event	Organization	Cash Donation	In-Kind Services
Old Olympics	VWPRD	\$ 500	
Evening of Art Fee	Hemet Valley Art Association	\$ 0	Waive Library Rental (value to \$900)
Hemet Library Foundation	Victorian Tea & Fashion Show	\$ 0	Waive Library Rental Fee (value to \$900)
Girl's Conference	Soroptomist	\$ 0	Waive Library Rental Fee (value to \$900)
Ramona Pageant	Ramona Bowl	\$7,500	
18th Pow-Wow	Soboba	\$1,500	
Hemet DVL Marathon	Habitat for Humanity	\$2,500	
Miss Hemet	Valley Queens	\$1,000	
Hemet Tinsel Triathlon	United Way	\$2,500	
Hemet Film Festival	Idyllwild Film Festival	\$1,000	
Hometown Christmas	HFM Productions		Up to \$1,500 in Public Works support services
Downtown Harvestfest	Hemet Chamber		Up to \$1,500 in Public Works support services

City of Hemet \$2,800
Opportunity Sponsorships (TBD)
in FY 14/15

Sub Total	Cash	In-Kind
	\$16,500	\$5,700
	+\$2,800 (TBD)	

Total Recommended for Award: \$25,000

OTHER EVENTS:

* Ad Hoc Committee also recommends that options for funding additional events in FY 14/15 including, but not limited to a Veteran’s Day event and the Christmas parade be considered at a later date utilizing funds available in the Marketing and Advertising Account (Special Events) .

Organization	Activity	Dates	Amount requested	
			CASH	IN-KIND
Hemet High Softball	Tournament	3-9 to 3-14 2015	\$1,000	
HVAA	Evening of Art	3/28/2015	\$870	
GCSJV	Neighbors Nite Out	FY 2015	\$960	
VWPRD	Olympics	9/20 to 10/8	\$750	
VWPRD	4th July Fireworks	7/4/2014	\$6,000	
VWPRD	Shop w Cop	12/19/2014	\$1,000	
Ramona	Pageant and Play	4/18 to 5/3	\$20,000	\$4,000
HFM Productions	Hometown Christmas	12/20/2014	\$3,500	
HFM Productions	Downtown Night Market	Thursdays	\$500	
HFM Productions	Concerts in Park	TBD July Aug	\$1,000	
Soboba	18th Pow Wow		\$1,500	
Habitat	DVL Marathon	3/7/2015	\$5,000	
Hemet Chamber	Harvest Fest	10/25/2014	\$1,700	\$2,500
Hemet Chamber	Sunday in the Park	TBD	\$1,500	\$2,700
Valley Queens Productions	Miss Hemet	11/9/2014	\$1,000	
CCUW	Tinsel Tri	12/14/2014	\$10,000	\$2,500
Hemet Library Founda	Vic Tea and Fashion	3/14/2015	\$1,000	
Soroptomists	Girls Conf	1/25/2015	\$999	
Idyllwild Film Fest	Hemet Film Fest	01-8 to 10-2015	\$10,000	\$5,000
DVAC	Art in Weston	10-18 & 19	\$900	
WSC				
		TOTAL	\$69,179	\$16,700



Staff Report

TO: Honorable Mayor and Members of the Hemet City Council

FROM: Wally Hill, City Manager *Wally Hill*

DATE: June 24, 2014

RE: FY2014-15 Budget

RECOMMENDED ACTION:

Discussion of the proposed FY2014-15 budget, and adoption of FY2014-15 budget resolution bill No. 14-033

BACKGROUND:

The City Council received the proposed FY2014-15 budget and a five-year Capital Improvement Plan on May 27, 2014, and has discussed the budget in the Council's meetings on May 27, 2014, June 10, 2014, and June 16, 2014. Tentative direction received by the City Council on June 16, 2014 is depicted in the attached summary, along with earlier corrections proposed by staff and reviewed by Council.

PROJECT DESCRIPTION:

The proposed FY2014-15 budget reflects anticipated revenues and proposed expenditures for all City funds for FY2014-15. The Capital Improvement Plan reflects a plan for meeting capital needs over the next five years; however, only the projects proposed to be funded in FY2014-15 are incorporated into the FY2014-15 budget resolution. The Council indicated that discussion of the future funding years in the Capital Improvement Plan would be reviewed at a later time. Staff will bring the five-year Capital Improvement Plan back for consideration after the Planning Commission has reviewed the plan for consistency with the General Plan.

Attachments to this Staff Report provides charts reflecting the proposed FY2014-15 budget with the tentative amendments made by Council and the corrections proposed by staff and reviewed by Council.

COORDINATION & REVIEW:

The proposed FY2014-15 budget has been posted on the City's web site and public comments have been solicited in the Council's meetings on May 27, 2014, June 10, 2014, and June 16, 2014.

CONSISTENCY WITH ADOPTED GOALS, PLANS, AND PROGRAMS:

The proposed FY2014-15 budget is consistent with the City's Council's desire to achieve financial stability, and the projected year-end FY2014-15 level of General Fund spendable reserves is approximately 29.5%, which is in excess of the Council's minimum level of a reserve of 20%.

POTENTIAL ALTERNATIVE ACTIONS:

The proposed FY2014-15 budget has been amended to reflect the tentative direction provided by Council in the meeting on June 16, 2014, along with the earlier corrections proposed by staff and reviewed by the Council.

FISCAL IMPACT:

The amended FY2014-15 budget would reduce the General Fund structural deficit of \$5.5M from the FY14 adopted budget to \$1.8M. General Fund reserves will be used to offset the remaining \$1.8M General Fund structural deficit, as well as pay for the one-time contribution of \$750,000 from the General Fund for capital improvements, and for a reserve of \$943,744 for possible one-time expenses related to an outsourcing of fire/EMS services, if the Council makes that decision.

Respectfully submitted,



Wally Hill
City Manager

Fiscal Review:



Tom Kanarr
Interim Finance Director

Attachment(s): Resolution Bill No. 14-033
Proposed Budget Fiscal Year 2014-15 Corrections
Proposed Budget Fiscal Year 2014-15 Items Raised by Council for Discussion
Exhibit A-1: Revenues and Expenditures FY2014-15 General Fund Proposed
Exhibit A-2: FY2014-15 Summary of Revenues, Expenditures, and Transfers
Exhibit A-3 Expenditures by Category – Primary Funds by Dept. and Fund



**CITY OF HEMET
Hemet, California
RESOLUTION BILL NO. 14-033**

**A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF
HEMET, CALIFORNIA, ADOPTING THE BUDGET AND
APPROVING APPROPRIATIONS FOR THE FISCAL YEAR
COMMENCING JULY 1, 2014, AND ENDING JUNE 30, 2015**

The City Council of the City of Hemet does resolve as follows:

SECTION 1. The budget for the City of Hemet ("BUDGET") for the fiscal year commencing July 1, 2014, and ending June 30, 2015 as prepared and submitted by the City Manager and as modified by the City Council, is hereby approved and adopted as the budget of the City of Hemet for said fiscal year. A copy of said budget is hereby ordered filed in the office of the City Clerk and shall be certified by the City Clerk as having been adopted by this resolution.

SECTION 2. From the effective date of said budget, the total amount as stated therein for each departmental activity account in the operating budget shall be, and is appropriated subject to expenditure pursuant to all applicable ordinances of the City and the statutes of the State. The operating Supply and Services budget may be reallocated by the City Manager providing there is no change in the total appropriations within any fund as authorized by the City Council.

SECTION 3. At the close of the fiscal year unexpended appropriations in the operating budget will be encumbered as necessary to underwrite the expense of outstanding purchase commitments. Unexpended appropriations for authorized but uncompleted projects in the capital budget as approved by the City Council may be carried forward to the next succeeding budget upon approval of the City Manager.

SECTION 4. Total appropriations within funds will be increased only by amendment of the budget by motion of the City Council.

SECTION 5. The City Manager may reduce expenditure appropriations within funds as a method of fiscal control, and the Finance Director may decrease revenue estimates to reflect economic change during the fiscal period.

SECTION 6. The Finance Director is hereby authorized to transfer monies in accordance with the interfund transfers listed in said budget, and to transfer monies to cover operational expenditures of the City through transfers of funds in such amounts, and at such times during the fiscal year as may be determined necessary to the competent operation and control of City business or to provide for adequate cash flow, except that no such transfer shall be made in contravention of State law or City ordinances.

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SECTION 7. The following operating budget amounts are hereby authorized for Fiscal Year 2014-15 within the departments by fund. (Attachment A)

SECTION 8. Section 7910 of the California Government Code provides for a formal spending limit. The spending limitation for the fiscal year 2014-15 totals \$89,697,546 based on population growth and change in California per capita personal income. The option of using the percentage change in the local assessment roll due to the addition of local non-residential new constructing has not been used. The 2014-15 budget subject to the spending limit is \$37,411,386 and, therefore, below the limit. (Attachment B)

SECTION 9. The City Manager is hereby authorized to appropriate budget in the HOME Funds as program income is paid to the City so that the City can re-loan these funds to qualified homeowners.

SECTION 10. Adjustments made by the City Council during the budget hearing and documented in the minutes for this action will be incorporated within the final printed budget document. The City Manager is hereby authorized to approve any corrections in the budget document that are clerical in nature.

SECTION 11. The City Clerk shall certify to the adoption of this resolution.

PASSED, APPROVED, AND ADOPTED this 24TH day of June, 2014.

Larry Smith, Mayor

ATTEST:

APPROVED AS TO FORM:

Sarah McComas, City Clerk

Eric S. Vail, City Attorney

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

I, Sarah McComas, City Clerk of the City of Hemet, do hereby certify that the foregoing Resolution is the actual Resolution adopted by the City Council of the City of Hemet and was passed at a regular meeting of the City Council on the 24th day of June, 2014 by the following vote:

AYES:
NOES:
ABSTAIN:
ABSENT:

Sarah McComas, City Clerk

CITY OF HEMET
PROPOSED BUDGET FISCAL YEAR 2014-2015
CORRECTIONS

Item #	Description	Account No.	Page	Proposed Budget	Adj. Prop Budget	Gen'l Fund Change	Other Fund Change
Corrections:							
1	City Clerk -						
	Advertising & Publications	100-1300-2220	87	5,000	3,000	2,000	
	Office Supplies	100-1300-2225		2,000	500	1,500	
	Professional Svc (printing)	100-1300-2710		63,000	60,000	3,000	
2	City Manager						
	Professional Svc (lobbyist, 1 mo.)	100-1200-2710	71	48,200	44,400	3,800	
	PERS PEPPRA adjustment for City Mgr.	100-1200-1405		83,300	60,300	23,000	
3	Retiree Health Insurance						
	Adjust for new rates						
	General Fund	All-All-3616		2,751,100	2,654,400	96,700	
	All Other Funds	All-All-3616		964,900	931,100		33,800
4	Liability Insurance						
	Adjust for recalculation						
	General Fund	All-All-1450		767,000	607,000	160,000	
	All Other Funds	All-All-1450		117,000	277,000		(160,000)
5	Police						
	HNSPEA MOU - add'l pay and benefits	110-3100-et al	182	-	(89,925)	(89,925)	
6	Revenue						
	HUSD Contribution for SRO's (FY 13-14 contract was \$450,800)	110-0746	R-4	595,000	513,700	(81,300)	
7	Building Department	120-3300-1100	98	434,300	436,000	1,700	
	Net Corrections to Budget - Reduction or (Increase)					120,475	
	General Fund Structural Deficit in original Budget Book, 5/27/14					(1,389,975)	
	Transfer from Refuse reserves to General Fund					(375,000)	
	General Fund Structural Deficit with Corrections and Adjustments, 6/16/14					(1,644,500)	
Revised 6/16/14							

CITY OF HEMET								
PROPOSED BUDGET FISCAL YEAR 2014-2015								
ITEMS RAISED BY COUNCIL FOR DISCUSSION (Related to Structural Deficit)								
Item #	Description	Account No.	Page	Prior Year Budget	Proposed Budget	Revised Estimates	Tentative Council Direction	Running Total
For Discussion:								\$ (1,644,500)
1	City Council - Professional Services	100-1100-2710	59	48,000	-	48,000	Accept proposed	\$ -
	Federal Lobbyist			45,000	-	32,400	Accept Proposed	\$ -
	State Lobbyist							
2	Police - Professional Services	110-3100-2711	182	345,000	-	275,000	Accept proposed	\$ -
	CHP contract (12 months)			(70,000)				
	Citation revenue offset							
3	Simpson Center Contract with Valley Wide Rec District	110-7400-et al	91	290,000	5,000	157,000	Accept revised	\$ 152,000
4	Economic Dev/Comm. Investment	120-8500-		99,130	-	106,700	Accept proposed	
5	Potato Shed Demolition	General Fund Balance				(SEE BELOW)		
	Operating Costs for fence repairs at the Potato Shed until demolition	685-4560-2450			-	21,000	(\$15,800 attributable to General Fund)	\$ 15,800
								\$ (1,812,300) Total Structural Deficit
Revised 6/16/14								

CITY OF HEMET								
PROPOSED BUDGET FISCAL YEAR 2014-2015								
ITEMS RAISED BY COUNCIL FOR DISCUSSION (No impact on Structural Deficit)								
Item #	Description	Account No.	Page	Prior Year Budget	Proposed Budget	Revised Estimates	Tentative Council Direction	Running Total
For Discussion:								\$ -
1	Potato Shed Demolition	General Fund Balance		-	250,000	-	Postpone	\$ (250,000)
								\$ 250,000 Reduction in use of General Fund Balance

**CITY OF HEMET
REVENUES AND EXPENDITURES
FY 2014-2015 GENERAL FUND PROPOSED**

ESTIMATED RESOURCES	FY 2014-2015 (PROPOSED)
Property Taxes	\$ 6,109,500
Sales Tax	10,922,000
Franchise Fees	5,076,025
Transient Occupancy Tax	625,000
Business License	431,600
Fines and Penalties/Misc.	144,200
General Administration	2,899,000
Use of Money & Property	333,320
Intergovernmental - Other	442,700
Intergovernmental - Motor Vehicle License Fee	5,288,000
Charges for Services	528,300
Other/Miscellaneous	1,625,600
Community Development Revenues	2,259,440
Total Estimated Revenues	36,684,685
Total Transfers In	-
TOTAL ESTIMATED RESOURCES	\$ 36,684,685

ESTIMATED REQUIREMENTS	FY 2014-2015 (PROPOSED)
City Council	\$ 258,100
City Manager	624,600
City Clerk	276,400
Economic Development	379,600
Finance	1,032,900
Treasurer	28,600
Human Resources	624,900
Police	17,573,625
Animal Regulation	230,000
Fire	11,017,000
Fire Prevention/Weed	134,200
Parks	760,800
Library	1,314,060
Simpson Center	157,000
Planning	1,134,750
Code Enforcement	846,600
Building	1,126,900
Engineering	944,550
Total Estimated Expenditures	\$ 38,464,585
Total Transfers Out	\$ 770,000
TOTAL ESTIMATED REQUIREMENTS	\$ 39,234,585
VARIANCE RESOURCES TO REQUIREMENTS	\$ (2,549,900)

	FY 2014-2015 (PROPOSED)
Estimated Beginning General Fund Resources 7/1/14	\$ 15,077,297
Estimated Beginning Refuse Fund Resources 7/1/14	\$ 152,100
Total Estimated Beginning Fund Balance 7/1/14	\$ 15,229,397
Reserve for Fire Outsourcing	
Transition & Severance	\$ (768,744)
Legal Costs	\$ (175,000)
Use of Reserve for Budget Shortfall	\$ (1,799,900)
Use of Reserve for Capital Projects	(750,000)
Reduction in Refuse Fund Reserve Balance	\$ (152,100)
Estimated Ending Available Resources as of 6/30/2015	\$ 11,583,653
Percentage of Current Requirements	29.52%

Note: Per City Council Ordinance No. 1880, the General Fund Reserve Requirement is 20%

CITY OF HEMET FY 2014-2015
SUMMARY OF REVENUES, EXPENDITURES, AND TRANSFERS

FUND / TITLE	ESTIMATED AVAILABLE 7/1/2014	ADDITIONS		TOTAL AVAILABLE	DEDUCTIONS		TOTAL DEDUCT	ESTIMATED BALANCE 6/30/15
		REVENUES	TRANSFER		EXPENSES	TRANSFER		
001 GENERAL FUND	15,077,297	36,684,685	0	51,761,982	38,464,585	770,000	39,234,585	12,527,397
553 REFUSE	152,100	108,000	0	260,100	260,100		260,100	0
RESERVE FOR POSSIBLE FIRE OUTSOURCING								(943,744)
TOTAL GENERAL FUND BALANCE	15,229,397	36,792,685	0	52,022,082	38,724,685	770,000	39,494,685	11,583,653
SPECIAL REVENUE FUNDS:								
130 PUBLIC SAFETY TOWING	49,971	60,300	0	110,271	112,600	0	112,600	(2,329)
221 GAX TAX	2,278,346	1,900,400	310,000	4,488,746	2,908,300	0	2,908,300	1,580,446
222 MEASURE A	2,859,853	1,442,000	20,000	4,321,853	0	0	0	4,321,853
224 AQMD	146,957	241,000	0	387,957	3,700	0	3,700	384,257
231 ASSET FOREITURE	47,774	0	0	47,774	0	0	0	47,774
234 PUBLIC SAFETY CFD	71,830	480,000	0	551,830	536,000	0	536,000	15,830
241 GENERAL PLAN	14,733	23,500	0	38,233	0	0	0	38,233
254 STORM DRAIN/SEWER	3,527,735	2,793,700	0	6,321,435	3,219,900	310,000	3,529,900	2,791,535
788 HEARTLAND BOND	0	775,000	0	775,000	930,900	0	930,900	(155,900)
TOTAL SPECIAL REVENUES	8,997,200	7,715,900	330,000	17,043,100	7,711,400	310,000	8,021,400	9,021,700
DEVELOPMENT IMPACT FEE FUNDS:								
315 PUBLIC MEETINGS FACILITIES	576,705	2,000	0	578,705	0	0	0	578,705
316 GENERAL FACILITIES	1,644,082	90,000	0	1,734,082	500	0	500	1,733,582
326 FLOOD CONTROL	2,347,843	216,000	0	2,563,843	500	0	500	2,563,343
329 BRIDGES/STREETS	1,553,722	361,000	0	1,914,722	500	0	500	1,914,222
331 LAW ENFORCEMENT	(20,665)	46,500	0	25,835	500	0	500	25,335
332 FIRE FACILITIES	3,076,698	70,000	0	3,146,698	183,500	0	183,500	2,963,198
361 PARK DEVELOPMENT	1,164,070	117,000	0	1,281,070	500	0	500	1,280,570
362 VALLEY WIDE DVL	197,516	20,500	0	218,016	0	0	0	218,016
363 LIBRARY FACILITIES	1,202,440	68,000	0	1,270,440	161,400	0	161,400	1,109,040
370 CAPITAL PROJECTS FUND	0	0	1,000,000	1,000,000	1,000,000	0	1,000,000	0
375 CITY EMERGENCY / DISASTER FUND	(154,000)	154,000	0	0	0	0	0	0
TOTAL IMPACT FEE FUNDS	11,588,411	1,145,000	1,000,000	12,733,411	1,347,400	0	347,400	12,386,011
ENTERPRISE FUND:								
571 WATER	3,277,384	7,863,200	0	11,140,584	8,879,900	0	8,879,900	2,260,684
TOTAL ENTERPRISE FUND	3,277,384	7,863,200	0	11,140,584	8,879,900	0	8,879,900	2,260,684
ASSESSMENT DISTRICT FUNDS:								
225 L&LMD	642,122	1,900,521	0	2,542,643	1,640,976	0	1,640,976	901,667
227 LIGHTING DIST POST 218	302,417	144,357	0	446,774	304,513	0	304,513	142,261
228 LANDSCAPE DIST POST 218	487,686	892,726	0	1,380,412	1,360,077	0	1,360,077	20,335
TOTAL ASSESSMENT DISTRICT	1,432,224	2,937,604	0	4,369,828	3,305,566	0	3,305,566	1,064,262
INTERNAL SERVICE FUNDS:								
680 ADMINISTRATIVE SERVICES	843,392	2,473,100	0	3,316,492	2,927,800	0	2,927,800	388,692
684 VEHICLE MAINTENANCE	99,806	1,368,900	0	1,468,706	1,357,600	0	1,357,600	111,106
685 FACILITIES MAINTENANCE	973,358	1,530,600	0	2,503,958	2,080,700	0	2,080,700	423,258
686 PW ADMINISTRATION	112,044	908,100	0	1,020,144	767,020	0	767,020	253,124
681 WORKERS COMP	711,652	1,839,200	0	2,550,852	1,877,000	0	1,877,000	673,852
682 MEDICAL/DENTAL	103,885	315,000	0	418,885	315,000	0	315,000	103,885
683 LIABILITY FUND	416,470	884,400	0	1,300,870	904,262	0	904,262	396,608
380 EQUIPMENT REPLACEMENT	3,382,503	193,700	0	3,576,203	105,000	0	105,000	3,471,203
689 OPEB	1,438,782	3,716,000	0	5,154,782	3,716,000	0	3,716,000	1,438,782
TOTAL INTERNAL SERVICE	8,081,891	13,229,000	0	21,310,891	14,050,382	0	14,050,382	7,260,509
GRANT FUNDS								
240 CDBG	0	752,653	0	752,653	752,653	0	752,653	0
245 CalHome	31,404	0	0	31,404	31,404	0	31,404	0
246 HOME	624,149	224,700	0	848,849	224,700	0	224,700	624,149
232 PUBLIC SAFETY GRANTS	29,339	316,000	0	345,339	316,000	0	316,000	29,339
236 COPS /AB 3229	107,175	128,700	0	235,875	128,700	0	128,700	107,175
237 LLEBG	40,237	30,000	0	70,237	31,455	0	31,455	38,782
247 NSP GRANT	1,634,847	973,800	0	2,608,647	973,800	0	973,800	1,634,847
TOTAL GRANT FUNDS	2,467,151	2,425,853	0	4,893,004	2,458,712	0	2,458,712	2,434,292
TOTAL ALL FUNDS	50,921,558	72,001,242	1,330,000	123,252,800	76,217,945	1,080,000	76,297,945	46,954,855

CITY OF HEMET
EXPENDITURES BY CATEGORY - PRIMARY FUNDS
BY DEPARTMENT AND FUND (FY 2014-2015)

FUND / TITLE	PERSONNEL SERVICES	OPERATING EXPENSES	INTERNAL SERVICE	GRANT OFFSET	CAPITAL OUTLAY	DEBT SERVICE	DEPREC NON-OP	TOTAL EXPENSES
GENERAL FUND (100, 110, 120):								
CITY COUNCIL	116,700	48,200	93,200	0	0	0	0	258,100
CITY MANAGER	432,700	75,000	116,900	0	0	0	0	624,600
CITY CLERK	176,700	66,300	33,400	0	0	0	0	276,400
FINANCE	826,900	82,900	124,100	0	0	0	0	1,033,900
TREASURER	11,600	6,500	10,500	0	0	0	0	28,600
HUMAN RESOURCES	303,600	32,900	288,400	0	0	0	0	624,900
POLICE DEPARTMENT	14,060,625	881,000	2,865,000	(233,000)	0	0	0	17,573,625
ANIMAL REGULATION	0	230,000	0	0	0	0	0	230,000
FIRE DEPARTMENT	8,933,700	456,200	1,627,100	0	0	0	0	11,017,000
FIRE PREVENTION/WEED ABT	0	119,700	14,500	0	0	0	0	134,200
PARKS	446,800	135,600	178,400	0	0	0	0	760,800
LIBRARY	691,260	21,800	601,000	0	0	0	0	1,314,060
SIMPSON CENTER	0	157,000	0	0	0	0	0	157,000
PLANNING	742,100	156,950	234,700	0	0	0	0	1,133,750
CODE ENFORCEMENT	569,500	148,300	128,800	0	0	0	0	846,600
BUILDING	829,000	110,000	187,900	0	0	0	0	1,126,900
DEVELOPMENT ENGINEERING	401,700	18,950	165,600	0	0	0	0	586,250
CAPITAL ENGINEERING	219,000	34,700	104,600	0	0	0	0	358,300
ECONOMIC DEVELOPMENT	214,900	120,700	44,000	0	0	0	0	379,600
TOTAL GENERAL FUND	28,976,785	2,902,700	6,818,100	(233,000)	0	0	0	38,464,585
SPECIAL REVENUE FUNDS:								
130 PUBLIC SAFETY TOWING	30,000	22,600	0	0	60,000	0	0	112,600
221 GAX TAX	1,318,000	978,800	311,700	0	0	0	0	2,608,500
222 MEASURE A	0	0	0	0	0	0	0	0
224 AQMD	0	3,700	0	0	0	0	0	3,700
231 ASSET FOREITURE	0	0	0	0	0	0	0	0
234 PUBLIC SAFETY CFD	524,000	12,000	0	0	0	0	0	536,000
241 GENERAL PLAN	0	0	0	0	0	0	0	0
254 STORM DRAIN/SEWER	1,110,500	942,200	718,400	0	450,000	0	0	3,221,100
788 HEARTLAND BOND	0	0	0	0	0	930,900	0	930,900
TOTAL SPECIAL REVENUES	2,982,500	1,959,300	1,030,100	0	510,000	930,900	0	7,412,800
ENTERPRISE FUNDS								
553 INTEGRATED WASTE MGMT	233,200	3,100	24,700	0	0	0	0	261,000
571 WATER	2,702,000	3,055,300	2,522,600	0	100,000	0	500,000	8,879,900
TOTAL ENTERPRISE FUNDS	2,935,200	3,058,400	2,547,300	0	100,000	0	500,000	9,140,900
INTERNAL SERVICE FUNDS:								
680 CITY ATTORNEY	0	1,000,000	0	0	0	0	0	1,000,000
680 INFORMATION TECHNOLOGY	463,300	1,291,400	75,300	0	0	0	26,000	1,856,000
680 EMERGENCY SERVICES	37,000	32,000	2,800	0	0	0	0	71,800
684 VEHICLE MAINTENANCE	574,800	519,400	263,400	0	0	0	0	1,357,600
685 FACILITIES MAINTENANCE	516,400	1,125,800	78,500	0	360,000	0	0	2,080,700
686 PW ADMINISTRATION	617,700	44,100	103,600	0	0	0	0	765,400
681 WORKERS COMP	168,000	1,709,000	0	0	0	0	0	1,877,000
682 MEDICAL/DENTAL	0	315,000	0	0	0	0	0	315,000
683 LIABILITY FUND	108,062	796,200	0	0	0	0	0	904,262
380 EQUIPMENT REPLACEMENT	0	0	0	0	105,000	0	0	105,000
689 OPEB	0	3,716,000	0	0	0	0	0	3,716,000
TOTAL INTERNAL SERVICE	2,485,262	10,548,900	523,600	0	465,000	0	26,000	14,048,762
GRAND TOTAL EXPENSES	37,379,747	18,469,300	10,919,100	(233,000)	1,075,000	930,900	526,000	69,067,047

**Staff Report**

TO: Honorable Mayor Smith and City Council

FROM: John Jansons, Director of Community Investment *jj*

THROUGH: Wally Hill, City Manager *Wally Hill*

DATE: June 24, 2014

SUBJECT: Disposition Options for City-Owned Real Property.

RECOMMENDATION:

That the City Council hear a presentation by Staff on disposition options for City-owned real property, deliberate on the retention or sale of City-owned real property and provide direction to Staff.

BACKGROUND:

The purpose of this report is to facilitate a discussion about the disposition of City-owned real property.

In order to supplement the City's revenue, realize the potential of fallow assets and "set the table" for job creation, an inventory was prepared to identify city-owned real property ("property / properties") and determine, which City-owned properties may be disposed of for the common benefit of the City.

While most properties serve a public purpose, as further described below, the City owns several properties that have market potential and are considered economically feasible for sale and development for the common benefit of the City.

DISCUSSION:

At the direction of the Council, the City Manager facilitated a review of City-owned property with the Executive Management Team (Department Directors) to better understand the assets and gain insight into the marketability and potential options for these properties to achieve the highest and best use of property should they be held or sold by the City to stimulate private investment, realize revenue and ideally, create new jobs in Hemet.

Upon examination, many City-owned properties were deemed not feasible for sale or development because they serve as:

- landscape medians,
- urban and wild land parks, or conservation areas,
- city-use buildings (city hall, police station, fire stations, the Library, city corporate yard etc.)

- public parking lots supporting employee or customer parking,
- well sites, storm water detention / retention basins,
- roads and public rights of way.

The Process

The City currently does not have any adopted policy for the sale of real property for the common benefit of the City. Conversely, the Successor Agency (SA) of the former dissolved Hemet RDA is developing a Property Disposition Plan (PDP) as required by State law. The PDP will guide the SA sale of real property as required by the State of California. The City is not restricted by the same regulations that apply to the Successor Agency for property disposition, although a similar PDP could guide the City's disposition process in a fair and organized manner. The City enjoys greater flexibility and latitude in negotiating and transacting real-property it chooses to dispose of for the common benefit of the City.

1. The Common Benefit Process

The "Common Benefit Process" offers the most time-effective approach, while the "Surplus Lands Process" imposes the most procedural hurdles to an open market sale.

Disposal of Property for the Common Benefit: Generally, the City may dispose of public property in any way it chooses, if the disposition is for the common benefit. California Government Code^a section 37350 provides,

"A city may purchase, lease, receive, hold, and enjoy real and personal property, and control and dispose of it for the common benefit."

In addition, Section 37351 permits the legislative body to "control, dispose of, and convey" public property "for the benefit of the city." Therefore, if the City can make findings that the disposal will benefit the citizenry, the City can dispose of its real property as it deems fit.

The only mandatory legal procedure to sell City property requires the Planning Commission to approve a report finding that the disposition of the property conforms with the General Plan.^b Planning Commission approval of this report is required regardless of the method by which the City chooses to dispose of real property.

Once the report is approved, the City Council may adopt a resolution to authorize the sale of the property. If the disposal is "for the common benefit" as described above, the sale can occur on the open market without requiring any competitive bidding or even obtaining an appraisal of the property. Note that while an appraisal may be preferable to ensure that the City is obtaining a reasonable price for the property and potentially prevent a challenge that the sale constitutes a gift of public funds,^c it is not strictly necessary.

2. Alternative Process - Protest Procedure for Disposition of Public Property

Alternatively, the City may choose to use the procedures described in Sections 37420 through 37430 to dispose of real property. Use of these procedures is discretionary, and Section 37420 specifically states that these procedures are "alternative to" disposition of property by means of Sections 37350, 37351, or any other authority granted to cities to dispose of city-owned property.

^a All further statutory references are to the Government Code unless otherwise stated.

^b Cal. Government Code ("GC") § 65402.

^c See Cal. Const. art. XVI, § 6.

Under the alternative procedures, the City may adopt a resolution of intent finding that the “public interest and convenience” require the sale of the public property.^d The resolution must do the following:^e

- (a) fix a time for hearing protests to the sale;
- (b) provide for publication of the notice of hearing;
- (c) fix a time for the final action to take place; and
- (d) accurately describe the property to be sold.

The resolution must be published at least once in a daily newspaper published and circulated in the City, or if there is none, a newspaper published in the county. The resolution must also be posted for at least ten days in at least three conspicuous places on the real property to be sold.^f

At any time prior to the final action, any person may protest the proposed sale. The City Council must hear and decide upon the protest.^g If no protests are received or if the City Council overrules the protests by a four-fifths vote, the sale may proceed.^h However, if four-fifths of the Council Members do not vote to overrule a protest, the Council may not take further action on the sale for at least six months after the final action unless a special election is called on the question.ⁱ

Considerations in Selling Real Property:

While the current assignment from the Council is to pursue sale of real property for the common benefit of the City, consideration should be given to anticipated future needs by the City for city facility development or public use.

Additionally, a strategy of proactive “up zoning” may prove wise for the City by pre-determining that higher value uses be required on certain properties to maximize their value, protect against low value or less desirable uses and to pre-determine development that will produce the greatest return on investment to the city (sales tax revenue, property tax, possessory interest tax or job creation resulting local spending and individual investment).

Additional considerations germane to this discussion include:

- Appraisals and Valuations: When the city is disposing of property for the common benefit of the City, there is no requirement to obtain appraisals. However, the Council may consider appraising the properties identified for disposal to determine an opinion of value as to the current and fair market asking price for property.
 - Appraisal by a MAI appraiser familiar with the market and experienced with commercial real estate, depending on the characteristics of a property, including its location, size, development impediments or lack of impediments, complexity of development issues (regional, State or Federal regulatory agencies) or local land use / zoning designations can vary widely in cost. (range: \$1500 to \$10,000+ per property).

^d GC § 37421.

^e GC § 37422.

^f GC § 37423.

^g GC § 37424.

^h GC § 37425.

ⁱ GC § 37426.

- A Broker's Opinion of Value (BOV) may also prove useful in determining an "asking price" and is commonly used in the industry to avoid the cost associated with a commercial appraisals

Alternatively, if demand is considered strong for some properties, appraisals may not be needed as the competition for the property could establish the fair market value.

- Environmental Site Assessments (ESA). There are not legal requirements to perform ESAs where no contamination is known. However, ESA - Phase I and Phase II investigations, may need to be performed to determine if sites are without hazard / contamination or to identify recommended or necessary remediation, if any, (cost may be negotiated between buyer and seller or performed speculatively).
- Consideration of direct or indirect marketing needs to be determined and whether the approach will be initiated in a piecemeal fashion or as a package,
- Engagement of a commercial real estate brokerage to market the properties (Request for Qualifications (RFQ) or Proposal (RFP) for services desired)
- Commission structure to incent/motivate third party marketing,
- Consideration of an "auction" strategy,
- Consideration of "conditioned sales" to insure appropriate development, Including, but not limited to:
 - Disposition and Development Agreement (DDA),
 - Conditions, Covenants and Restrictions (CC&R), and
 - Owner Participation Agreement (OPA), etc.,
- Consideration of "site preparation", IE: demolition of structure(s) by City or required of buyer, and
- Research will need to be performed on properties proposed for sale by the Council to determine if any "deed restrictions" exist that would preclude sale or development.

City-Owned Property Inventory

A current inventory of City-owned properties (inventory) was prepared to identify all City-owned property and to facilitate the discussion by the Department Directors and the City Manager. **(Attachment 1)**

The inventory has been sorted / ordered so as to follow the order of discussion below:

Recommendation of Properties to Market

Based on the review of City-owned property conducted by the City Manager and Executive Management Team, several properties are recommended for classification by the Council as follows:

1. Properties that are in public use or that are not feasible for development: parks, conservation areas, medians, hillsides etc.

For properties held for conservation / mitigation, consideration should be given to conveying these properties to the Riverside Conservation Authority.

2. Properties that should be disposed of for the common benefit of the City:

Commonly Known As:	Inventory ID #
Vacant lot in Sierra Dawn North (669 Mariposa)	13
“Sisk” Building (demo required)	18
302 E Florida (NE corner of Carmalita)	43
555 St John Place (demo required)	49
327 S Taylor (NSP Related)	106
NW Corner of Domenigoni and Searl Parkway.	143
NW Corner of Sanderson and Stetson	189 & 193
Domenigoni Parkway- North Side 20 acres (sell after annexation)	223

Alternatively, the following city-owned properties, while feasible for sale and development, are **not recommended** for consideration to sell now, pending completion of the Downtown Specific Plan. In that process, more informed determinations can be made as to which properties should be held for future public use or disposed of for the common benefit of the City. These include:

Commonly Known As:	Inventory ID #
The “Potato Shed” 250 E Meier St.	15
LP Denny Bldg. 401 N Juanita <i>Note: The LP Denny property is currently in city use, but is envisioned as a future downtown development site as described above.</i>	16 & 17
The Devonshire Site (north 300 block)	19 & 20
Corner of E. Devonshire and N. Buena Vista (police dept. expansion)	30
143 Juanita (housing & part of City parking lot)	52, 53, 54
“Gore-point” at Florida and Acacia (future vacation or monument)	124
Source or Headwaters of Salt Creek (potential park site)	137
NW Corner of Domenigoni and Searl Parkway (proposed fire station site or let market mature)	143
Conservation Lot at Warren and Devonshire	161

Additional Opportunities

Finally, private interest remains high in non-conventional opportunities for economic development utilizing city-owned land to create development sites, economic activity, revenue and jobs. Most notably, city-owned property fronting Florida Avenue has been identified as “strategically” located for retail and restaurants and “attractive” to developers if it were to be converted from public use.

ALTERNATIVES:

None recommended, but alternative action(s) may arise from Council deliberation and direction.

FISCAL IMPACT:

The fiscal impacts are yet to be determined. Assuming market rate revenue from the sales of any property and costs associated with those sales, the sale of city-owned property is undetermined at this item, but is assumed to be “net positive” to the City and is likely to result in significant proceeds to the City depending on the number of properties sold and their ultimate sales price less transaction costs.

COORDINATION AND REVIEW:

The recommended action has been coordinated with the Executive Management Team, the Information Technology Division of the Administrative Services Department, and the Office of the City Attorney.

CONCLUSION:

That the City Council hear a presentation by Staff on disposition options for City-owned real property, deliberate on the retention or sale of City-owned real property and provide direction to Staff.

ATTACHMENTS:

- 1) City-Owned Real Property Inventory

Prepared By:



John Jansons
Community Investment Director

Recommended By:



Wally Hill
City Manager

APN	LOT#	ADDRESS	STREET	SUFFIX	ACRE	ZONING	GPLU	NOTES
442313046	13	0			0.13	TR-20	LDR	Empty lot in Sierra Dawn mobile home park
443140013	18	410	DEVONSHIRE	AVE	0.23	C-2	MU-D	Building with parking lot
443233010	43	302	FLORIDA	AVE	0.18	D-1	MU-D	Empty lot at Florida and Carmalita
443245001	49	555	ST JOHN	PL	0.37	C-1	OP	Old GTF
446083016	106	327	TAYLOR	ST	0.18	R-2	LDR	Vacant lot
456050013	189	0			0.91	SP 07-4	BP	Portion of empty lot at Sanderson and Stetson
456050044	193	0			17.83	SP 07-4	CC	Portion of empty lot at Sanderson and Stetson
465140032	223	0			20.88	A-2-10	MU-4	Empty lot southwest of city. RC airplanes use.
443131008	15	250	MEIER	ST	4.55	M-2	MU-D	Potato shed
443140001	16	0			1.26	M-2	MU-D	Empty lot south of Oakland
443140003	17	401	JUANITA	ST	4.06	M-2	MU-D	Former LP Denny distributing
443140015	19	314	DEVONSHIRE	AVE	0.34	M-2	MU-D	Empty lot across from Simpson Center
443140024	20	0			4.58	M-2	MU-D	Empty lot across from Simpson Center
443203016	30	0			0.22	D-1	MU-D	Grass corner lot at Buena Vista and Devonshire
443283018	52	143	JUANITA	ST	0.15	D-1	MU-D	Empty lot
443283021	53	0			0.31	D-1	MU-D	City parking lot
443283022	54	0			0.44	D-1	MU-D	City parking lot
448140012	124	0			0.34	?	?	Gore point at Acacia and Florida
451150029	137	0			38.16	SP 88-19	LDR, PF	Beginning of salt creek/ empty lot
454270035	143	0			2.00	R-3	MU-5	Empty lot at Domenigoni and Searl
455120055	161	0			1.62	R-3	LDR	Empty lot at Devonshire and Warren
432170019	1	1871	WARREN	RD	39.10	A-10	HR-10	Police gun range, some hillside areas
432170020	2	0			50.00	A-10	HR-10	Police gun range, some hillside areas
438270006	3	0			3.28			City water tanks, outside city boundary on park hill
439292008	4	0			0.18	R-1-7.2	LDR	Retention basin
439292009	5	0			0.19	R-1-7.2	LDR	Retention basin
439350050	6	0			0.12		PF	Public facility landscape easement
439350051	7	0			0.49		PF	Public facility landscape easement
439351019	8	0			0.17	R-1	LDR	Park
439351020	9	0			0.20	R-1	LDR	Park
439352005	10	0			1.19	R-1	LDR	Park
439370022	11	0			0.61	R-1-6	LDR	Retention basin

442093011	12	0			0.20	M-2	CC	Park
442341033	14	0			0.04	TR-20	LMDR	Landscape border - walkway
443201022	21	240	HARVARD	ST	0.04	D-2	MU-D	Empty lot south of Devonshire next to old RR tracks
443201030	22	0			2.93	C-M	MU-D	Library and parking
443202024	23	0			0.53	D-1	C	Simpson Center
443202025	24	0			0.15	D-1	MU-D	Library
443202026	25	0			2.94	D-1	C	Library
443203005	26	409	DEVONSHIRE	AVE	0.18	D-1	MU-D	Police or Fire parking
443203009	27	0			0.16	D-1	MU-D	Fire Station #1
443203014	28	0			0.01	D-1	MU-D	corner at Buena Vista and Devonshire
443203015	29	0			0.18	D-1	MU-D	Police or Fire parking
443203017	31	0			1.07	D-1	MU-D	Fire Station #1
443204002	32	0			1.50	D-1	MU-D	Police Station and Council Chambers
443224004	33	0			0.04	C-M	MU-D	Landscaping at Florida and State
443231001	34	0			0.02	D-2	MU-D	Landscaping at Latham and State
443231014	35	0			0.96	NZ	MU-D	Parking lot on Front St
443232010	36	119	CARMELITA	ST	0.12	D-1	MU-D	Parking lot on Carmalita
443232016	37	0			0.12	D-1	MU-D	Parking lot on Carmalita
443232017	38	0			0.35	D-1	MU-D	Parking lot on Harvard
443233002	39	319	LATHAM	AVE	0.18	D-1	MU-D	Fire training
443233003	40	315	LATHAM	AVE	0.17	D-1	MU-D	Literacy center
443233004	41	160	CARMALITA	ST	0.14	D-1	MU-D	Parking lot at Latham and Carmalita
443233005	42	150	CARMALITA	ST	0.19	D-1	MU-D	Parking lot on Carmalita
443233019	44	0			0.12	D-1	MU-D	Parking lot on Juanita
443233020	45	0			0.62	D-1	MU-D	Parking lot between Juanita and Carmalita
443233021	46	385	LATHAM	AVE	0.18	D-1	MU-D	G.T.F.
443234023	47	0			0.32	D-1	MU-D	Park
443243001	48	0			1.60	OS	P	Park
443245003	50	0			0.53	C-1	OP	Covell building
443247002	51	0			1.58	OS	P	Park
443284016	55	445	FLORIDA	AVE	1.18	D-1	MU-D	City hall
443291006	56	130	BUENA VISTA	ST	0.15	D-1	CC	City parking lot
443291007	57	0			0.15	D-1	CC	City parking lot
443291017	58	0			0.14	D-1	CC	City parking lot
443291018	59	0			0.14	D-1	CC	City parking lot
443301003	60	0			0.17	R-2	I	Building
444020020	61	0			32.52	SP 90-009	OS	Hillside behind Peppertree

444030020	62	0			0.35	C-2	CC	Landscaping
444030022	63	0			0.34	C-2	CC	Landscaping
444041010	64	0			0.25	R-1	LDR	Retention basin
444042010	65	0			0.10	R-1	LDR	Retention basin
444050021	66	0			0.01	R-1	LDR	Landscaping
444050022	67	0			0.17	R-1	LDR	Retention basin
444051029	68	0			0.09	R-1	LDR	Landscaping
444060012	69	0			0.20	R-1	LDR	Landscaping
444061016	70	0			0.10	R-1	LDR	Retention basin
444063007	71	0			0.01	R-1	LDR	Landscaping
444064035	72	0			0.10	R-1	LDR	Landscaping
444064036	73	0			0.31	R-1	LDR	Landscaping
444064037	74	0			0.05	R-1	LDR	Landscaping
444064038	75	0			0.74	R-1	LDR	Storm/flood channel
444072004	76	4011	WILD SIENNA	TR	0.46	R-1-7.2	LDR	Retention basin
444072017	77	1085	CORNFLOWER	DR	0.20	R-1-7.2	LDR	Retention basin
444072018	78	1095	CORNFLOWER	DR	0.21	R-1-7.2	LDR	Retention basin
444072019	79	0			6.16	OS	P	Park/dog park
444073023	80	0			0.11	R-1-7.2	LDR	Landscaping
444074023	81	0			0.11	R-1-7.2	LDR	Landscaping
444081011	82	0			0.09	R-1-7.2	LDR	Landscaping
444082011	83	0			0.08	R-1-7.2	LDR	Landscaping
444084023	84	0			0.11	R-1-7.2	LDR	Landscaping
444090034	85	0			0.71	R-1-7.2	LDR	Landscaping
444090035	86	0			0.03	R-1-7.2	LDR	Landscaping
444091023	87	0			0.11	R-1-7.2	LDR	Landscaping
444092011	88	0			0.12	R-1-7.2	LDR	Landscaping
444130010	89	0			0.02	R-1	LDR	Storm channel
444130025	90	0			0.02	R-1	LDR	Storm channel
444130033	91	0			0.63	R-1	LDR	Landscaping
444130034	92	0			1.23	R-1	LDR	Landscaping
444143029	93	0			0.58	R-1	LDR	Landscaping
444154025	94	0			0.10	R-1-7	LDR	Retention basin
444321031	95	0			0.18	R-1-6	LDR	Retention basin
444321032	96	0			0.18	R-1-6	LDR	Retention basin
444321033	97	0			0.14	R-1-6	LDR	Retention basin
444321034	98	0			0.14	R-1-6	LDR	Retention basin

444330026	99	0			0.15	R-1-6	LDR	Retention basin
444330027	100	0			0.15	R-1-6	LDR	Retention basin
444340004	101	2100	MENLO	AVE	1.68	C-1	LDR	Retention basin.
444350052	102	0			0.06	A-1-C-1	RR	Sidewalk? Curbing?
444401040	103	0			0.30	R-1-6	LDR	Retention basin
444430010	104	858	WHITE PEPPER	DR	0.10	SP 90-009	LMDR	Removed from list
445262031	105	154	SANTA FE	ST	0.11	R-P	SCH	Parking lot or school access lot
447032030	107	0			0.20	R-1	LDR	Park
448012015	108	0			0.25	R-1	LDR	Landscaping
448012016	109	0			0.67	R-1	LDR	Landscaping
448012017	110	0			0.45	R-1	LDR	Landscaping
448020016	111	0			1.95	R-1	LDR	MSHCP
448020017	112	0			0.29	R-1	LDR	Landscaping
448021026	113	0			0.08	R-1	LDR	Landscaping
448041014	114	0			3.02	OS	LDR	MSHCP
448041015	115	0			0.87	OS	LDR	Landscaped MSHCP
448060002	116	0			16.99	R-1	OS	MSHCP
448060003	117	0			0.54	R-1	LDR	Landscaping
448060004	118	0			7.17	OS	P	Park
448060010	119	0			79.93	R-1	OS	Hillside near Tres Cerritos, partly in MSHCP
448070001	120	0			34.38	SP 90-009	LDR	Hillside near Tres Cerritos
448070003	121	0			18.88	SP 90-009	LDR	Hillside near Tres Cerritos
448070004	122	0			6.37	SP 90-009	LDR	Hillside near Tres Cerritos
448070006	123	0			5.18	SP 90-009	LDR	Hillside near Tres Cerritos
448150022	125	0			4.11	SP 85-01	OS	Retention
448160018	126	0			3.20	SP 8-01	OS	Retention
448222014	127	4110	DEVONSHIRE	AVE	1.59	R-3	P, PF	Fire Station #3 / Park
448222015	128	0			0.20	R-3	P, PF	Portion of Firestation #3 and Park
448230024	129	0			0.05	SP 85-01	MDR	Landscaping
448230025	130	0			0.23	SP 85-01	MDR	Landscaping
448230026	131	0			0.01	SP 85-01	MDR	Landscaping
448310026	132	0			8.24	R-A	P	Park
448310027	133	0			8.24	R-A	P	Park
451021003	134	0			1.00	R-1	PF	Fire station #2
451031039	135	0			0.02	R-1	LDR	Water well
451150011	136	0			2.00		PF	Water wells
454040032	138	0			7.15	PCD 79-93	OS	Empty lot south of Domenigoni

454060028	139	0			2.82	SP 88-19	LDR	Flood channel
454060030	140	0			0.72	A-10	LDR	Retention basin/flood channel
454070025	141	0			0.02	ROW	ROW	Odd lot at Domenigoni and State
454070035	142	0			0.03	SP 96-001	CC	Water well?
454400017	144	0			1.06	SP 01-2	LMDR	Landscaping
454400018	145	0			3.52	SP 01-2	OS	Retention basin
454400019	146	0			1.47	SP 01-2	OS	Storm channel
454400020	147	0			7.88	SP 01-2	OS	Storm channel
454400021	148	0			5.15	SP 01-2	OS	Retention basin
454400022	149	0			0.37	SP 01-2	OS	Landscaping
454400023	150	0			1.62	SP 01-2	OS	Storm channel
454400024	151	0			7.78	SP 01-2	OS	Storm channel
454400025	152	0			1.57	SP 01-2	OS	Storm channel
454400026	153	0			1.70	SP 01-2	OS	Storm channel
454400027	154	0			1.24	SP 01-2	OS	Retention basin
454400028	155	0			1.32	SP 01-2	OS	Retention basin
454400029	156	0			0.42	SP 01-2	OS	Retention basin
454400030	157	0			0.31	SP 01-2	OS	Storm channel
454400031	158	0			0.33	SP 01-2	OS	Storm channel
454400032	159	0			0.36	SP 01-2	OS	Sotrm channel
454412029	160	0			0.58	SP 01-2	LMDR	Park
455130002	162	25840	CALIFORNIA	AVE	5.74	SP 88-13	PF	Retention basin
455130044	163	0			1.98	C-2	MU-1	MSHCP
455130049	164	0			8.86	SP 88-01	PF	Retention basin
455130053	165	0			0.76	SP-88-01	P	Landscaping
455130055	166	0			0.37	SP 88-01	P	Park
455130057	167	0			0.53	SP 88-01	P	Park
455360022	168	0			5.96	SP	OS	Hillside behind Four Seasons
455360083	169	0			30.21	SP	OS	Hillside behind Four Seasons
455370005	170	0			70.75	SP	OS	Hillside behind Four Seasons
455370006	171	0			14.25	SP	OS	Hillside behind Four Seasons
455370007	172	0			1.42	SP	OS	Hillside behind Four Seasons
455370034	173	0			1.34	SP	LDR	Storm channel
455560020	174	0			0.38	R-1-7.2	LDR	Landscaping
455560021	175	0			0.84	R-1-7.2	LDR	Park
455560022	176	0			2.65	R-1-7.2	LDR	Hillside
455570013	177	0			0.33	R-1-7.2	LDR	Retention basin

455580022	178	0			0.11	SP	OS	Hillside behind Four Seasons
455580036	179	0			0.07	SP	OS	Hillside behind Four Seasons
455590092	180	0			0.03	SP	OS	Hillside behind Four Seasons
455590093	181	0			0.03	SP	OS	Hillside behind Four Seasons
455590094	182	0			0.01	SP	OS	Hillside behind Four Seasons
455590095	183	0			0.01	SP	OS	Hillside behind Four Seasons
455590096	184	0			0.03	SP	OS	Hillside behind Four Seasons
455590097	185	0			0.01	SP	OS	Hillside behind Four Seasons
455590098	186	0			0.01	SP	OS	Hillside behind Four Seasons
456020009	187	0			4.95	M-2	ARPT	Firestation #4
456040031	188	0			0.20	M-2	BP	Landscaping
456050020	190	0			10.00	M-1	BP	Yard
456050023	191	0			1.33	SP 07-4	CC	Storm channel
456050043	192	3950	INDUSTRIAL	AVE	9.60	M-1	ARPT	Removed from list
456060007	194	0			16.14	PCD 79-91	P	Park
456060009	195	0			1.50	PCD 79-91	LDR	Landscaping
456060011	196	0			0.21	PCD 79-91	QP/C	Landscaping
456202019	197	0			0.10	PCD 79-91	LDR	Water well
456276048	198	0			0.33		ROW	Landscaping
460181001	199	0			0.10	PCD 79-93	LDR	Retention basin
460181002	200	0			0.12	PCD 79-93	LDR	Retention basin
460211011	201	0			0.33	PCD 79-93	LDR	Retention basin
460242018	202	0			0.15	PCD 79-93	LDR	Retention basin
460320026	203	0			0.21	PCD 79-93	LDR	Landscaping
460320027	204	0			0.77	PCD 79-93	LDR	Landscaping
460330007	205	0			0.11	PCD 79-93	LDR	Landscaping
460340009	206	0			0.16	PCD 79-93	LDR	Landscaping
460350019	207	0			0.41	PCD 79-93	LDR	Landscaping
460351036	208	0			0.05	PCD 79-93	LDR	Landscaping
460360014	209	0			0.52	PCD 79-93	LDR	Landscaping
460363011	210	0			0.05	PCD 79-93	LDR	Landscaping
460381009	211	0			0.16	PCD 79-93	LDR	Landscaping
460390037	212	0			0.19	PCD 79-93	LDR	Landscaping
460390038	213	0			1.78	PCD 79-93	LDR	Retention basin
464020009	214	0			36.27	PCD 80-02	OS	Flood channel
464061038	215	0			0.51	PCD 80-02	LDR	Landscaping
464071034	216	0			1.24	PCD 80-02	LDR	Landscaping

464083026	217	0			0.02	PCD 80-02	LDR	Water well
464181014	218	0			1.68	PCD 80-02	P	Retention basin
465020032	219	0			0.24	M-2	MU-1	Retention basin in MSHCP
465020038	220	0			1.39	M-2	MU-1	MSHCP
465030021	221	0			5.91	M-1	I	Drainage canal in MSHCP
465030027	222	0			7.18	A-2-C-10	I	MSHCP
551120023	224	0			0.07	A-1-C-1	RR	Landscaping
551121013	225	0			0.12	A-1-C-1	RR	Landscaping
551122001	226	0			0.14	A-1-C-1	RR	Landscaping
551180024	227	0			1.35	C-2	CC	Fire Station #5
551540025	228	0			0.17	A-1-C	LDR	Retention basin
555240001	229	28505	RAWLINGS	RD	483.48	OS	P	Simpson Park
555370012	230	0			0.53	OS	P	Dirt parking at Simpson Park entrance