



# AGENDA

## REGULAR MEETING OF THE HEMET CITY COUNCIL

August 26, 2014

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6:00 p.m.

City of Hemet Council Chambers

450 E. Latham Avenue

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

*Please silence all cell phones*

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

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### Call to Order

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### Roll Call

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

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### Work Study

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

1. Hand-Held Signs – Community Development Director Elliano
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### Closed Session

#### Notice of Opportunity for Public Comment

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

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

## **REGULAR SESSION**

**7:00 p.m.**

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

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### **Call to Order**

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### **Roll Call**

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

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### **Invocation**

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### **Pledge of Allegiance**

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

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

### **Presentations**

4. Recognition of Ismael "Smokey" Pando's Retirement
  5. Proclamation for Dorothy Dwyer Byrne celebrating her "100<sup>th</sup>" Birthday
  6. Update on Stage 3A of EMWD's Water Shortage Contingency Plan
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### **City Council Business**

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

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

## Consent Calendar

7. **Recommendation by Finance** – Warrant Registers
  - a. Warrant registers dated August 7, 2014 in the amount of \$1,859,598.38 and August 11, 2014 in the amount of \$5,970,858.81. Payroll for the period of July 21, 2014 to August 3, 2014 was \$607,437.73.
8. **Recommendation by Finance** – Agreement for Services, Carl Warren & Company
  - a. Approve agreement with Carl Warren & Company to provide insurance claims administration for the City for an initial term of two years (July 2, 2014-June 30, 2016) at a flat rate of \$32,000 per year, plus the actual costs of obtaining documents, mileage reimbursements (at IRS rate), and other miscellaneous expenses.
9. **Recommendation by Finance** – Removal of Delinquent Special Tax Installments from County Tax Roll for 2013-2014
  - a. Authorize a request to the County to remove the delinquent special tax installment from the County's 2013-2014 Tax Roll for Assessor's Parcel Number 455-470-013-9, CFD No. 1999-1 (Heartland Project).
10. **Recommendation by Finance** – Authorization to Proceed on the Abatement of Lead Paint for 622 S. Carmalita St.
  - a. Authorize the City Manager to enter into contract with ICI Inc., for lead abatement in the amount of \$19,307; with Dan Marana Construction for repairs and reconstruction in the amount of \$29,280, with J&M Environmental for testing in the amount of \$1,350, and approve miscellaneous relocation costs. Total project cost will exceed \$50,000 City Council approval is needed.
11. **Recommendation by Public Works** – Storm Debris Hauling Costs – Supplemental Appropriation
  - a. Authorize the Interim Finance Director to record a supplemental appropriation in the amount of \$12,760.00 in Fund 255-8250-2450 for payment of storm related debris hauling costs.
12. **Recommendation by Engineering** – Parcel Map 36646 – Tractor Supply Company – California Gold Development Corporation, South side of Florida Avenue, East of Cawston Avenue
  - a. Accept Parcel Map No. 36646 for approval; and
  - b. Authorize the City Clerk to process the map for recordation with the Riverside County Recorder's Office.
13. **Recommendation by Public Works** – Agreement for Consultant Services with CarteGraph Systems, Inc. for Asset Data Collection
  - a. Approve the Consultant Services Agreement with CarteGraph Systems, Inc. to provide street level mapping and data collection services on public works infrastructure; and
  - b. Authorize the City Manager to execute any necessary contract and purchase orders to support the project in an amount not to exceed \$284,876.00.

14. **Recommendation by Community Development** - Award of contract for Board-Up and Abatement Services
    - a. Authorize the City manager to execute an agreement with Real Estate Resource, Inc., to provide Code Enforcement Board-Up and Abatement Services for an amount not to exceed \$50,000 annually.
  15. **Recommendation by Police** - Acceptance of 2013/2014 Indian Gaming Grant and Expenditure Plan
    - a. Accept the 2013 & 2014 Indian Gaming Mitigation Grants in the amounts of \$173,511.33 and \$305,724.00; and
    - b. Approve the grant funding expenditure plan.
  16. **Recommendation by Police** - Purchase of 8 Field Command Units
    - a. Authorize the City Manager to approve the purchase order for 8 field command police interceptors from Gosch Ford in Hemet in the amount of \$228,782.48.
- 

## **Successor Agency Consent Calendar**

17. **Recommendation by Finance** – RDA Bonds Refinancing Documents
    - a. Approve the issuance of refunding bonds in order to refund the outstanding bonds of the dissolved City of Hemet RDA and related bond documents, and request the Oversight Board approval of these actions.
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## **Approval of Minutes**

18. August 12, 2014
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## **Public Hearing**

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

19. **Levy of Delinquent Solid Waste Hauling Fees and Charges for Calendar Year 2013** – Public Works Director Jensen
    - a. Conduct a public hearing; and
    - b. Adopt a resolution confirming the annual report of Calendar 2013 Delinquent Solid Waste Handling Fees and authorizing the levy of said fees as a special assessment on the Riverside County Property Tax Roll.**Resolution Bill No. 14-058**
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## Discussion/Action Item

20. **Rent Review Commission – Owner Representative** – City Clerk McComas
    - a. Appoint Diane Struve as the Owner Representative on the City’s Rent Review Commission in accordance with Ordinance No. 772. This appointment would be for a three year term expiring on March 18, 2017.
  
  21. **Rent Review Commission – Tenant Representative** – City Clerk McComas
    - a. Interview and consider appointment of Larry Graves or Arlene Benson as the Tenant Representative on the City’s Rent Review Commission in accordance with Ordinance No. 772. This appointment would be for a three year term expiring on March 18, 2017.
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## Communications from the Public

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

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

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

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## City Council Reports

22. CITY COUNCIL REPORTS AND COMMENTS
  - A. Council Member Krupa
    1. Traffic and Parking Commission
    2. Riverside Conservation Authority (RCA)
    3. Ramona Bowl Association
    4. Indian Gaming Distribution Fund
    5. Riverside Transit Agency (RTA)
    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
    - 7. Letters to President Obama and Mexican President Peña Nieto supporting the release of Marine Sergeant Andrew Tahmooressi
  
  - 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. 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
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## **Continued Closed Session**

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

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#### **Future Agenda Items**

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

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#### **Adjournment**

Adjourn to Tuesday, September 9, 2014 at 7:00 p.m. for consideration of items placed on that agenda. The next regular meeting will be held September 23, 2014.

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



## Staff Report

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TO: Honorable Mayor and Members of the City Council

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

DATE: August 26, 2014

RE: Warrant Register

The City of Hemet's warrant registers dated August 7, 2014 in the amount of \$1,859,598.38 and, August 11, 2014 in the amount of \$5,970,858.81 is currently posted on the City's website in the Finance Department section, under *Financial Information*. Payroll for the period of July 21, 2014 to August 3, 2014 was \$607,437.73.

### CLAIMS VOUCHER APPROVAL

"I, Thomas M. Kanarr, Interim Director of Finance, do hereby certify that to the best of my knowledge and ability, that the warrant register posted on the city's website is a true and correct list of warrants for bills submitted to the City of Hemet, and the payroll register through the dates listed above, and that there will be sufficient monies in the respective funds for their payment."

Respectfully submitted,

Thomas M. Kanarr  
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



## Staff Report

TO: Honorable Mayor and Members of the Hemet City Council

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

DATE: August 26, 2014

RE: Agreement for Services, Carl Warren & Company

**RECOMMENDATION:**

It is recommended that the City Council approve agreement with Carl Warren & Company to provide insurance claims administration for the City for an initial term of two years (July 1, 2014-June 30, 2016) at a flat rate of \$32,000 per year, plus the actual costs of obtaining documents, mileage reimbursements (at IRS rate), and other miscellaneous expenses.

**BACKGROUND:**

Carl Warren & Company (CWC) has been helping the City to administer its self-insurance program for at least the last 16 years. CWC represents the City in all matters related to the investigation, adjustment, processing, supervision and resolution of liability claims made against the City. Where appropriate, they refer the administration and/or defense of a claim to the City Attorney.

In past years, CWC has invoiced the City based on the amount of work for each individual claim. The hourly rate assessed in the contract just ended was \$56 per hour. CWC's average billing over the last three years was \$31,912 per year. CWC had originally proposed increasing the rate to \$58 per hour.

Because a flat rate contract would significantly reduce the record keeping and paperwork flow for CWC, they have offered to extend the contract at essentially the same rate. The time required by the City to process CWC's invoices will also be reduced.

**FISCAL IMPACT:**

Sufficient funds are budgeted for this contract in the City's Liability Fund; 683-2200-2400.

Respectfully submitted,

Thomas M. Kanarr  
Interim Finance Director

Approved:

Wally Hill  
City Manager

Attachment: Agreement for Services

**AGREEMENT FOR SERVICES**

**By and Between**

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

**and**

**CARL WARREN & COMPANY**

**AGREEMENT FOR SERVICES  
BETWEEN  
THE CITY OF HEMET, CALIFORNIA  
AND  
CARL WARREN & COMPANY**

This Agreement for Services ("Agreement") is entered into as of this 5<sup>th</sup> day of August, 2014, by and between the City of Hemet, a municipal corporation ("City") and Carl Warren & Company, a corporation ("SERVICE PROVIDER"). City and SERVICE PROVIDER are sometimes hereinafter individually referred to as "Party" and hereinafter collectively referred to as the "Parties."

**RECITALS**

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

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

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

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

**OPERATIVE PROVISIONS**

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

**SECTION 1. TERM OF AGREEMENT.**

Subject to the provisions of Section 20 "Termination of Agreement" of this Agreement, the Term of this Agreement is effective July 1, 2014 through June 30, 2016 after which date this Agreement shall renew for one (1) year periods of time and rates will be reviewed annually.

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

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

(b) Schedule of Performance. The Services shall be completed pursuant to the schedule specified in Exhibit "A." Should the Services not be completed pursuant to that

schedule, the SERVICE PROVIDER shall be deemed to be in Default of this Agreement. The City, in its sole discretion, may choose not to enforce the Default provisions of this Agreement and may instead allow SERVICE PROVIDER to continue performing the Services.

### **SECTION 3. ADDITIONAL SERVICES.**

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

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

(a) Subject to any limitations set forth in this Agreement, City agrees to pay SERVICE PROVIDER the amounts specified in Exhibit "B" "Compensation" and made a part of this Agreement by this reference. The total compensation specified in Exhibit "B", shall not exceed the Flat Annual Fee of thirty two thousand dollars (\$32,000.00) and/or additional charges listed, per fiscal year, unless additional compensation is approved in writing in accordance with Section 26 "Administration and Implementation" or Section 28 "Amendment" of this Agreement.

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

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

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

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

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

**SECTION 6. OWNERSHIP OF DOCUMENTS.**

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

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

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

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

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

practical to do so; otherwise, unless an alternative is mutually agreed upon, such documents and records shall be made available at SERVICE PROVIDER's address indicated for receipt of notices in this Agreement.

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

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

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

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

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

#### **SECTION 9. STANDARD OF PERFORMANCE.**

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

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

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

**SECTION 11. PREVAILING WAGE LAWS**

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

**SECTION 12. NONDISCRIMINATION.**

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

**SECTION 13. UNAUTHORIZED ALIENS**

SERVICE PROVIDER hereby promises and agrees to comply with all of the provisions of the Federal Immigration and Nationality Act, 8 U.S.C.A. §§ 1101, et seq., as amended, and in connection therewith, shall not employ unauthorized aliens as defined therein. Should SERVICE PROVIDER so employ such unauthorized aliens for the performance of the Services, and should the any liability or sanctions be imposed against City for such use of unauthorized aliens, SERVICE PROVIDER hereby agrees to and shall reimburse City for the cost of all such liabilities or sanctions imposed, together with any and all costs, including attorneys' fees, incurred by City.

**SECTION 14. CONFLICTS OF INTEREST.**

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

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

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

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

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

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

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

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

## **SECTION 16. INDEMNIFICATION.**

(a) Indemnification for Professional Liability. Where the law establishes a professional standard of care for SERVICE PROVIDER's services, to the fullest extent permitted by law, SERVICE PROVIDER shall indemnify, protect, defend and hold harmless City and any

and all of its officials, employees and agents (“Indemnified Parties”) from and against any and all liability (including liability for claims, suits, actions, arbitration proceedings, administrative proceedings, regulatory proceedings, losses, expenses or costs of any kind, whether actual, alleged or threatened, including attorneys fees and costs, court costs, interest, defense costs, and expert witness fees) arise out of, are a consequence of, or are in any way attributable to, in whole or in part, any negligent or wrongful act, error or omission of SERVICE PROVIDER, or by any individual or entity for which SERVICE PROVIDER is legally liable, including but not limited to officers, agents, employees or sub-contractors of SERVICE PROVIDER, in the performance of professional services under this Agreement.

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

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

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

(e) City’s Negligence. The provisions of this section do not apply to claims occurring as a result of City’s sole negligence. The provisions of this section shall not release City from

liability arising from gross negligence or willful acts or omissions of City or any and all of its officials, employees and agents.

**SECTION 17. INSURANCE.**

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

**SECTION 18. ASSIGNMENT.**

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

**SECTION 19. CONTINUITY OF PERSONNEL.**

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

**SECTION 20. TERMINATION OF AGREEMENT.**

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

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

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

(d) Upon termination of this Agreement by either SERVICE PROVIDER or City, all property belonging exclusively to City which is in SERVICE PROVIDER's possession shall be

returned to City. SERVICE PROVIDER shall furnish to City a final invoice for work performed and expenses incurred by SERVICE PROVIDER, prepared as set forth in Section 4 "Compensation and Method of Payment" of this Agreement. This final invoice shall be reviewed and paid in the same manner as set forth in Section 4 "Compensation and Method of Payment" of this Agreement.

**SECTION 21. DEFAULT.**

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

**SECTION 22. EXCUSABLE DELAYS.**

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

**SECTION 23. COOPERATION BY CITY.**

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

**SECTION 24. NOTICES.**

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

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

To SERVICE PROVIDER: Carl Warren & Company  
Attn: Kelly Ogle, Service Retention Leader  
770 Placentia Ave.  
Placentia, CA 92870-6832

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

**SECTION 25. AUTHORITY TO EXECUTE.**

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

**SECTION 26. ADMINISTRATION AND IMPLEMENTATION.**

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

**SECTION 27. BINDING EFFECT.**

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

**SECTION 28. AMENDMENT.**

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

**SECTION 29. WAIVER.**

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

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

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

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

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

**SECTION 32. ENTIRE AGREEMENT.**

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

**SECTION 33. SEVERABILITY.**

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

**SECTION 34. CONFLICTING TERMS.**

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

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

**CITY OF HEMET**

\_\_\_\_\_  
Wally Hill  
City Manager

**ATTEST:**

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

**APPROVED AS TO FORM**

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

**CARL WARREN & COMPANY**

**CARL WARREN & COMPANY**

By: Camryn Siebert  
\_\_\_\_\_  
Its: President

By: Allison Duncan  
\_\_\_\_\_  
Its: CEO

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

**CALIFORNIA ALL-PURPOSE ACKNOWLEDGMENT**

STATE OF CALIFORNIA

COUNTY OF Orange

On Aug 6, 2014 before me, Karen Crowley personally appeared Carl Sebert, proved to me on the basis of satisfactory evidence to be the person(s) whose names(s) is/are subscribed to the within instrument and acknowledged to me that he/she/they executed the same in his/her/their authorized capacity(ies), and that by his/her/their signature(s) on the instrument the person(s), or the entity upon behalf of which the person(s) acted, executed the instrument.

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

WITNESS my hand and official seal.

Signature: Karen A. Crowley



**OPTIONAL**

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

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

**SIGNER IS REPRESENTING:**  
(NAME OF PERSON(S) OR ENTITY(IES))  
Carl Warren & Company

SIGNER(S) OTHER THAN NAMED ABOVE

**CALIFORNIA ALL-PURPOSE ACKNOWLEDGMENT**

STATE OF CALIFORNIA

COUNTY OF Orange

On Aug 6, 2014 before me, Karen A. Crowley, personally appeared Allison Duncan, proved to me on the basis of satisfactory evidence to be the person(s) whose names(s) is/are subscribed to the within instrument and acknowledged to me that he/she/they executed the same in his/her/their authorized capacity(ies), and that by his/her/their signature(s) on the instrument the person(s), or the entity upon behalf of which the person(s) acted, executed the instrument.

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

WITNESS my hand and official seal.

Signature: Karen A. Crowley



**OPTIONAL**

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

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

**SIGNER IS REPRESENTING:**  
(NAME OF PERSON(S) OR ENTITY(IES))  
Carl Warren & Company

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

**EXHIBIT "A"**  
**SCOPE OF SERVICES**

**I. SERVICE PROVIDER will perform the following Services:**

**1. GENERAL**

SERVICE PROVIDER shall: (a) supervise and administer the Self Insurance program for CITY; (b) represent the CITY in all matters related to the investigation, adjustment, processing, supervision and resolution of liability claims for money damages asserted by third parties against the CITY (and other participants in the program as specified); and (c) provide to CITY during the term of this Agreement all the services more particularly set forth hereinafter.

**2. INVESTIGATIVE SERVICES**

SERVICE PROVIDER shall provide complete investigative and analytical services including, but not limited to: (a) receipt and examination of all reports of accidents, incidents, claims or cases which are or may be the subject of such claims reported by CITY to SERVICE PROVIDER; and (b) the investigation of such accidents, incidents, claims or cases where examination warrants such investigation or when requested by CITY, such investigation to include on site investigation, photographs, interviewing of witnesses, determination of losses and other such investigative services necessary to determine liability and loss but not to include Allocated Expenses and extraordinary professional services set forth below.

SERVICE PROVIDER shall charge CITY for non staff investigators or adjusters when, in the opinion of SERVICE PROVIDER, such assistance is necessary and reasonably related to the monetary exposure.

**3. SETTLEMENT AUTHORITY**

SERVICE PROVIDER shall have discretionary settlement authority up to \$ Zero.

**4. CLAIMS ADJUSTMENT SERVICES**

SERVICE PROVIDER shall provide complete claims adjustment services on each accident or incident that may be the subject of a claim against the CITY which is reported to SERVICE PROVIDER by the CITY. Such services shall include, but not be limited to (a) the maintenance of a claim file on each potential or actual claim reported to SERVICE PROVIDER; (b) whenever its investigation results in a determination that CITY has sustained a liability to a third party, SERVICE PROVIDER shall process any such claim or potential claim for settlement in accordance with the CITY'S instructions for settlement of such claims; and (c) obtaining all release agreements or proofs of loss on settlement of any claim or potential claim. Specific service instructions will be added to this contract as an exhibit.

## **5. ADMINISTRATIVE SERVICES**

SERVICE PROVIDER shall provide at least the following administrative services: (a) assignment of a CITY Account Adjuster to the CITY; (b) providing CITY with electronic access to all reported claims during the term of this Agreement, indicating the status of each reported open claim assigned to SERVICE PROVIDER, the details of each such claim, the outstanding reserves for each claim and details of all claim payments; and (c) periodic review and adjusting of reserves on all open claims. Account specific reports and attendance at meetings (including round trip travel) shall be provided by SERVICE PROVIDER at the same rates provided in Section 8 as services.

## **6. LEGAL SUPPORT SERVICES**

SERVICE PROVIDER shall provide at least the following legal support services on each claim wherein the claimant has commenced litigation: (a) Upon notification by CITY that litigation has been filed on an open claim, SERVICE PROVIDER shall notify CITY and, in accordance with CITY'S instructions, the CITY'S excess insurance carrier and/or excess reporting authority, pool or group (the "excess entity") and/or trial attorney assigned by CITY to handle the case and provide such excess entity and/or trial attorney with all information and files concerning claim; (b) maintain liaison with CITY'S excess entity and/or trial attorney and provide such investigation services as are required by such attorney during pre trial and trial stages; and (c) assist CITY'S excess entity and/or trial attorney with discovery and other legal processes.

## **7. DATA PROCESSING**

(a) Claims data electronically for up to three recipients and access to mycarlwarren.com for up to three users. For security purposes, access to mycarlwarren and any subscriptions will automatically terminate at the end of twelve (12) months. City shall be responsible for notifying SERVICE PROVIDER to renew user subscriptions and access or to substitute users.

(b) Additional users or recipients shall be charged on a per person basis at an annual fee of \$250.

(c) Special reports, new reports and data feeds can also be requested. They are subject to a cost per quote at a rate per project or per hour once the scope has been agreed upon. SERVICE PROVIDER does not possess any interest, title, lien or right to any client data or records. Therefore, upon termination of the contract, SERVICE PROVIDER is relieved of all obligations to provide data processing services to City and will deliver to City all data and records in a readily available excel or PDF format. If a different format is desired by City, SERVICE PROVIDER will provide it to City at an agreed upon and reasonable cost and timeline.

**II. As part of the Services, SERVICE PROVIDER will prepare and deliver the following tangible work products to the City:**

- Monthly Loss Runs
- Monthly Check Register
- Claim Acknowledgements
- ISO Indexing
- MMSEA Reporting
- OFAC Reporting
- Bi-annual SSAE16 Certification Reports

### **III. AMENDMENT**

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

### **IV. CITY'S RESPONSIBILITIES**

City shall provide SERVICE PROVIDER with copies of all relevant documents upon request and without charge and shall make available any City employee for interviews by SERVICE PROVIDER at reasonable times concerning any investigation of a claim or incident pursuant to this Agreement.

## **EXHIBIT "B" COMPENSATION**

- I. SERVICE PROVIDER shall charge a flat fee of \$2,666.67 per month, \$32,000 annually, plus actual costs for hotels, airfare, meals while on overnight travel, copying court documents etc.**

Charges for non file related professional services performed at the specific request of City will be billed on an as quoted basis.

City agrees to pay charges for outside adjusters other than SERVICE PROVIDER's adjusters and file related expenses (Allocated Expenses) such as medical reports, police reports, etc. on a pass through basis with no additional fees added.

Our Flat Annual Fee does not include Mileage.

### **II. DISPOSITION OF FILES ON TERMINATION OF AGREEMENT**

(a) In the event of expiration of the Agreement, non renewal thereof, or cancellation, SERVICE PROVIDER shall bill the City for work completed by SERVICE PROVIDER on each claim. Upon receipt of payment of outstanding invoices, SERVICE PROVIDER shall promptly forward all completed and pending claim files to the City unless City requests SERVICE PROVIDER to continue to process any files on a time and expense basis as provided for in the SERVICE PROVIDER's Rate Manual at the time such services are rendered.

(b) City agrees to pay SERVICE PROVIDER for the internal and/or external cost of retaining, storing, retrieving, logging, packing and shipping files which are stored on or off premises by SERVICE PROVIDER.

### **III. CITY SCHEDULE OF PAYMENT**

Payment shall be due and payable within thirty (30) days of receipt. City shall report all billing discrepancies in writing to SERVICE PROVIDER within thirty (30) days and adjustments will be promptly considered. City will become delinquent when any undisputed invoice has been outstanding for over ninety (90) days. SERVICE PROVIDER may elect to limit access to data and/or suspend and/or terminate this Agreement in the event City fails to pay SERVICE PROVIDER. Good faith disputed amount(s) will not be considered in establishing delinquency. SERVICE PROVIDER will notify City of such failure to pay and if CITY does not cure such failure, excluding any good faith disputed amount, within ten (10) banking days after the date of such notice ("the cure period"), SERVICE PROVIDER may immediately limit access to data and/or suspend and/or terminate this Agreement as of the first business day following expiration of the cure period, and/or send the outstanding invoices to a collection agency to pursue recovery of outstanding amounts plus fees and interest.

## **EXHIBIT "C"**

### **INSURANCE**

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

SERVICE PROVIDER shall provide the following scope and limits of insurance:

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

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

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

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

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

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

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

(2) Automobile. \$1,000,000 per accident for bodily injury and property damage. A combined single limit policy with aggregate limits in an amount of not less

than \$2,000,000 shall be considered equivalent to the said required minimum limits set forth above.

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

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

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

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

2. Commercial General Liability and Automobile Liability Coverages.

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

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

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

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

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

C. Other Requirements. SERVICE PROVIDER agrees to deposit with City, at or before the effective date of this Agreement, certificates of insurance necessary to satisfy City that the insurance provisions of this contract have been complied with. The City may require that SERVICE PROVIDER furnish City with copies of original endorsements effecting coverage required by this Exhibit "C". The certificates and endorsements are to be signed by a person authorized by that insurer to bind coverage on its behalf. City reserves the right to inspect complete, certified copies of all required insurance policies, at any time.

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

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

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



## *Staff Report*

**TO:** Honorable Mayor and Members of the Hemet City Council

**FROM:** Thomas M. Kanarr, Interim Director of Finance   
Eric S. Vail, City Attorney

**DATE:** August 26, 2014

**RE:** Removal of Delinquent Special Tax Installments from County Tax Roll for 2013-2014

**RECOMMENDATION:**

Authorize a request to the County to remove the delinquent special tax installment from the County's 2013-14 Tax Roll for Assessor's Parcel Number (APN) 455-470-013-9, CFD No. 1999-1 (Heartland Project).

**BACKGROUND:**

On December 10, 2013 Resolution No. 4559 approved for judicial foreclosure action on the parcel due to unpaid taxes for the 5 previous years, from Fiscal Year 2008-09 through Fiscal Year 2012-13. At the same time the tax assessments for those years were removed from the County's property tax rolls, and the City Attorney was directed to commence foreclosure action. The special tax assessment for Fiscal Year 2013-14 likewise needs to be removed. The total amount needed to bring the parcel current, including penalties and interest is \$9,366.40, plus attorney fees.

The proposed Resolution authorizing this action is attached hereto, along with the "Notice of Intent to Remove Delinquent Special Tax Installments from Tax Roll", which once recorded, will authorize the County Auditor-Controller to remove the delinquent special tax installment for this property.

**FISCAL IMPACT**

This item does not require an expenditure of funds. All costs expended by the CFD will be recouped through the foreclosure action.

Respectfully submitted,



Thomas M. Kanarr  
Interim Director of Finance



Eric Vail  
City Attorney

Attachments: Resolution Bill No. 14-057



**CITY OF HEMET  
Hemet, California  
RESOLUTION BILL NO. 14-057**

**A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF HEMET, CALIFORNIA, AS THE LEGISLATIVE BODY OF COMMUNITY FACILITIES DISTRICT NO. 1999-1 (HEARTLAND PROJECT) OF THE CITY OF HEMET, ORDERING THE DELINQUENT SPECIAL TAXES BE REMOVED FROM THE TAX ROLL AND FORWARDED TO FORECLOSURE COUNSEL**

**WHEREAS**, THE City Council of the City of Hemet acts as the legislative body of the Community Facilities District No. 1999-1 (Heartland Project) of the City of Hemet, which was duly formed on or about August 5, 1999 pursuant to the Mello-Roos Community Facilities Act of 1982, as amended (the "Act"); and

**WHEREAS**, the prior special tax bonds were thereafter refunded pursuant to the Act and Resolution No. 4050 of the City Council, adopted on June 13, 2006, whereby the City Council covenanted with and for the benefit of the owners of the Community Facilities District No. 1999-1 (Heartland Project) of the City of Hemet Special Tax Refunding Bonds Series 2006 that it will order and cause to be commenced an action in the superior court to foreclose the lien of certain delinquent special taxes; and

**WHEREAS**, the special taxes for Riverside County Assessor's Parcel Number ("APN") 455-470-013-9 is delinquent for tax year 2013-2014 in the special tax principal amount of \$1,072.20 plus statutory penalties and interest, requiring that these installments be removed and included in a foreclosure action on behalf of the bondholders for the district.

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

1. The "Notice of Intent to Remove Delinquent Special Tax Installments from the Tax Roll," which form is attached hereto as Exhibit "A", shall be recorded in the Office of the Riverside County Recorder.
2. The delinquent special tax installments for the above listed APN shall be removed from the Riverside County Tax Roll and forwarded to foreclosure counsel to be included in the foreclosure action.

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PASSED, APPROVED, AND ADOPTED this 26<sup>th</sup> day of August, 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 26th day of August, 2014 by the following vote:

**AYES:**  
**NOES:**  
**ABSTAIN:**  
**ABSENT:**

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

**NOTICE OF INTENT TO REMOVE DELINQUENT  
SPECIAL TAX INSTALLMENTS FROM TAX ROLL**

Pursuant to *California Government Code Section 53356.2*, **PLEASE TAKE NOTICE THAT:**

1. The City of Hemet (the "CITY") has ordered and is pursuing a foreclosure action against the following described parcel of real property located in Riverside County for the purpose of collecting delinquent special tax installments existing with respect to such parcels.
2. The parcel that is the subject of this Notice is described by the Riverside County Assessor's Parcel Number on EXHIBIT "A," attached hereto and incorporated herein by this reference.
3. Upon presentation of written proof of the recordation of this Notice with the Riverside County Recorder's Office, the CITY shall request the Riverside County Auditor-Controller to remove from the County Tax Roll the delinquent special tax installments levied against the designated parcel during the certain tax year(s), as the same are more particularly described on EXHIBIT "A." From the time that this Notice is recorded, the Riverside County Tax Collector has no authority to collect these delinquent special tax installments.
4. The names of the property owners for the delinquent parcel, as shown on the last equalized Riverside County Assessment Roll, are listed on EXHIBIT "A."
5. Pursuant to *California Government Code Section 27383*, "no fee shall be charged by the recorder for services rendered...to any municipality."
6. For questions concerning the delinquent special tax installment amounts covered by this Notice, please contact:

Thomas M. Kanarr  
Interim Finance Director /Administrative Services  
City of Hemet  
445 E. Florida Avenue  
Hemet, California 92543  
(951) 765-2330

DATED AND APPROVED  
FOR RECORDING:

August 26, 2014

CITY OF HEMET

---

By: Thomas M. Kanarr  
Interim Finance Director /Admin Services

**ACKNOWLEDGMENT**

STATE OF CALIFORNIA	)	
	)	SS.
COUNTY OF RIVERSIDE	)	

On August 26, 2014, before me, \_\_\_\_\_, Notary Public personally appeared Thomas M. Kanarr, who proved to me on the basis of satisfactory evidence to be the person whose name is subscribed to the within instrument and acknowledged to me that she executed the same in her authorized capacity, and that by his signature on the instrument the person, or the entity upon behalf of which the person acted, executed the instrument.

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

WITNESS my hand and official seal.

Signature \_\_\_\_\_ (Seal)  
Notary Public

**EXHIBIT A**

<b>APN-Check Digit</b>	<b>Owner</b>	<b>District No.</b>	<b>Tax Year</b>	<b>Installment</b>
455-470-013-9	Mr/Ms Walter Michlevitz	CFD 1999-1	2013/14	Both



## *Staff Report*

**TO:** Honorable Mayor and Members of the Hemet City Council

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

**DATE:** August 26, 2014

**RE:** Authorization to Proceed on the Abatement of Lead Paint for 622 S. Carmalita St.

### **RECOMMENDATION:**

It is recommended that the City Council authorize the City Manager to enter into contract with ICI Inc., for lead abatement in the amount of \$19,307; with Dan Marana Construction for repairs and reconstruction in the amount of \$29,280; with J&M Environmental for testing in the amount of \$1,350, and approve miscellaneous relocation costs. Because the total project cost will exceed \$50,000, City Council approval is needed.

### **BACKGROUND:**

As part of the Federal Neighborhood Stabilization Program (NSP), the City's Housing Authority purchased and rehabilitated a number of properties in Hemet which were subsequently resold to qualified buyers. The single family house at 622 S. Carmalita Street was one of these.

In August 2013, an audit of the Hemet NSP3 Program was conducted by HUD. The audit identified a problem with the Carmalita home that had been rehabilitated and sold to a family. (See attached HUD letter with finding) The home had a substantial amount of lead paint both inside and on the exterior. Lead paint can be a hazard if ingested, especially to children.

Standard procedure was followed by the City approved development partner on this home as required on other rehabilitation programs in the past. The home had a lead paint test conducted by an environmental consultant prior to rehabilitation and the contractor encapsulated the lead paint by painting over the identified surfaces. While this practice is acceptable in other federally funded programs, the NSP Program has a regulation that requires the lead paint to be completely abated (removed). Staff and the City's consultant, Civic Stone Inc., have been in communication with HUD since the completion of the audit and had asked for an exception, given the fact that the rehabilitation had been completed, the paint encapsulated, and a family was already living in the home. HUD staff checked with upper management and denied the exception.

Civic Stone Inc. has been in contact with the homeowner and had arranged several inspections of the property by contractors as well as environmental companies to assess the situation and to develop a plan to abate the lead. Lead abatement not only involves the expensive process of disturbing and removing the lead paint materials, but also safely protecting the employees that work onsite during the process. All lead abatement employees are specially trained and wear protective clothing and air filter masks. In some cases, it is less expensive to completely remove

and replace the material containing the lead than it is to chemically treat and remove just the lead paint.

In addition, all lead containing materials that are removed from the home must be properly disposed of with certification of proper disposition provided to the City. Each contractor has provided a bid based upon the environmental report, proper safety procedures, and scope of work needed to correct the problem identified by HUD.

The total cost including relocation is approximately \$51,400 depending upon the length of stay at the hotel and other miscellaneous expenses.

**FISCAL ANALYSIS:**

Funds for this project are available in the NSP3 account. There is no general fund impact.

Respectfully submitted by:



Thomas M. Kanarr  
Interim Director of Finance

Approved by:



Wally Hill  
City Manager

Attachments: HUD Letter



U.S. Department of Housing and Urban Development  
Office of Community Planning and Development  
Los Angeles Field Office, Region IX  
611 W. 6th Street, Suite 1000  
Los Angeles, CA 90017

Mr. Ronald Bradley  
Interim City Manager  
City of Hemet  
445 East Florida Avenue  
Hemet, CA 92543

SEP 26 2013

Dear Mr. Bradley:

SUBJECT: Fiscal Year 2013 On-site Monitoring  
Neighborhood Stabilization Program (NSP) 1 & 3

This letter is to convey the results of our fiscal year 2013 monitoring of the City of Hemet (City) NSP1 and 3 Program operations. The Department of Housing and Urban Development (HUD) initiated its monitoring on August 12, 2013 and completed its assessment on August 15, 2013. Elliot Olaniyan, Community Planning and Development Representative, conducted the monitoring. The monitoring focused on the following areas:

- a. NSP1 and 3 Program Progress.
- b. National objectives.
- c. Eligibility.
- d. Income Qualifications.
- e. Tenant Protection Act.
- f. Continued Affordability.
- g. Fair Housing and Equal Opportunity.
- h. Lead based paint.
- i. Agreements.

The exit conference was conducted on Thursday, August 15, 2013 and was attended by:

Gary Thornhill, Assistant City Manager  
John Jansons, Community Investment Director  
Edna Lebron, Housing Specialist  
Elliot Olaniyan, CPD Representative, HUD

Please note that the monitoring was limited in scope. As a result, we have identified four (4) findings and two (2) concerns. While the City demonstrated sufficient knowledge of programmatic regulations and proficiently executed its program objective, there were areas where inadequate internal control and capacity resulted in instances of non-compliance. A detailed monitoring report is enclosed.

Please provide a written response within 30 days of receipt of this letter. If additional time is required to resolve the issues outlined in this letter, please notify the field office in writing of your request. We would like to extend our appreciation to you and your staff for the cooperation and assistance received during our visit. If you have any questions or require further assistance, please contact Elliot Olaniyan at (213) 534-2564 or by email at: [elliot.o.olaniyan@hud.gov](mailto:elliot.o.olaniyan@hud.gov) .

Sincerely,



William Vasquez  
Director  
Office of Community Planning  
and Development

Enclosure

cc: Gary Thornhill, Assistant City Manager  
John Jansons, Director, Community Investment  
Edna Lebron, Housing Specialist

## **Finding One: Lead Safe Housing Rule**

**Condition:** The City failed to comply with HUD's Lead-Safe Housing Rule. For 622 Carmalita, the City failed to ensure appropriate abatement of all lead hazards. According to the development partner, surfaces that tested positive for lead were left intact and painted over. Furthermore, the inspection report included in the file falls short of the regulatory requirement for a full lead-based paint risk assessment. The report was a lead-based paint survey, and does not address the possibility of dust and soil hazards. At the time of the sale, the household purchasing the property had a four month old child.

**Criteria:** FR Vol. 73, No. 194; 10/06/08; T. 13, page 58343, indicates that grantees must certify that they will comply with lead-based paint requirements at 24 CFR Part 35, Subparts A, B, J, K, and R. Pursuant to Subpart J, rehabilitation in excess of \$25,000 requires abatement of all identified lead surfaces. The rehabilitation amount for 622 Carmalita was in excess of \$25,000.

**Cause:** Policies and procedures specifying compliance with the Lead Safe Housing Rule, including quality control procedures to ensure intermediaries perform proper abatement, interim controls, and clearance are not in place.

**Effect:** Families purchasing NSP assisted properties are not assured lead-based paint is properly identified, controlled or abated, which can lead to exposure for kids < 6 years of age.

**Corrective Action:** For 622 Carmalita, the City must hire a certified lead professional to conduct a risk assessment. Abatement of all lead hazards is required. The City must ensure that the work write-up incorporates abatement recommendations of the risk assessment, safe work practices, and occupant protection, including temporary relocation. Furthermore, the City must comply with lead safe work practices by using an EPA-certified firm. Upon completion of the work, the City must obtain clearance that all lead-based paint hazards have been abated. Within 15 days, the City must provide the owners with a Notice of Lead Hazard Reduction. These requirements and a sundry of resources can be found at: [http://portal.hud.gov/hudportal/HUD?src=/program\\_offices/healthy\\_homes/enforcement/lshr](http://portal.hud.gov/hudportal/HUD?src=/program_offices/healthy_homes/enforcement/lshr). Finally, the City must update its policies and procedures specifying compliance with the Lead Safe Housing Rule, including quality control procedures to ensure intermediaries perform proper abatement, interim controls, and clearance. A copy must be submitted to HUD for review and approval. The City has 60 days to address this finding.



*Staff Report*

TO: Honorable Mayor and Members of the Hemet City Council

FROM: Wally Hill, City Manager *Wally Hill*  
Kris Jensen, Public Works Director *KJ*

DATE: August 26, 2014

RE: Storm Debris Hauling Costs – Supplemental Appropriation

**RECOMMENDATION:**

It is respectfully recommended that the City Council authorize the Interim Finance Director to record a supplemental appropriation in the amount of \$12,760.00 in Fund 255-8250-2450 for payment of storm related debris hauling costs.

**BACKGROUND:**

From April 29 through May 1 of 2014, Santa Ana Winds blew steadily and heavily throughout the City of Hemet. The high winds blew roof tiles, palm fronds, awnings, silt and many other types of debris into the city's right-of-way. The winds also damaged hundreds of trees; several of which blocked driveways, sidewalks and streets. City crews worked for over six weeks clearing the City's right-of-way, transporting debris collected to the Corporation Yard, and loading it into roll-off containers for haul away by CR&R. In total, 76 roll-off boxes carrying of approximately 547 tons of debris were hauled to the CR&R material recovery facility (MRF) located in Perris, CA, for proper disposal and/or recycling.

Following the clean-up, the City received an invoice from CR&R in the amount of \$29,194.51 representing the hauling and disposal of debris during the month of May related to the storm clean up. Upon examining the invoice and reviewing the terms of the Franchise Agreement with CR&R, staff determined that the City should not be charged for disposal of debris.

CR&R staff and City staff reviewed the billing, removed charges for what would have been "normal" service volume, and then removed the disposal charges from the remaining haul charges. Ultimately, City staff negotiated the bill down to \$12,760.00 to cover the labor of the employee CR&R dedicated to the City during the storm clean up, and the cost of vehicle and equipment.

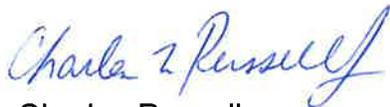
Staff was extremely impressed and appreciative of the service that CR&R provide during this event. CR&R designated a driver to service the Corporation Yard insuring that all of

the debris that was collected from the City's right-of-way and transferred to the Corporation Yard was hauled away each day. Had it not been for CR&R's excellent customer service, City crews would have run out of space to continue to move the debris off the streets. Staff feels the remaining portion of the bill is a fair charge for the services rendered and recommends that the City Council authorize the Interim Finance Director to increase appropriations in the FY13/14 operating budget, and process the invoice.

**FISCAL IMPACT:**

No additional General Fund Impact. Funding to cover this expense is available in Pre-Proposition 218 (Fund 225) Fund Balance. This was an unexpected expense and the cost was not previously established through the FY13/14 Operating Budget, therefore, budgets will now be amended to reflect the expense.

Respectfully submitted,



Charles Russell  
Refuse Superintendent

Fiscal Review:



Thomas Kanarr  
Interim Finance Director



AGENDA # 12

## *Staff Report*

---

To: Honorable Mayor and Members of the City Council

From: Jorge Biagioni, Director of Engineering/City Engineer;  
Wally Hill, City Manager *Wally Hill*

Date: August 26, 2014

**Subject: Parcel Map No. 36646  
Tractor Supply Company – California Gold Development Corp.  
South side of Florida Avenue, East of Cawston Avenue**

### **RECOMMENDATION**

Staff respectfully recommends that the City Council:

1. Accept Parcel Map No. 36646 for approval,
2. Authorize the City Clerk to process the map for recordation with the Riverside County Recorder's Office.

### **BACKGROUND**

The property defined by Parcel Map 36646 is located on the south side of Florida Avenue, east of Cawston Avenue, in the City of Hemet.

On January 21, 2014 the Planning Commission of the City of Hemet approved Tentative Parcel Map 36646, and adopted the corresponding Conditions of Approval.

The boundaries of Parcel Map 36646 encompass 3.92-acres, and contain two (2) commercial lots, and onsite easements for access, drainage and utility purposes.

All applicable conditions have been met, as recommended by the corresponding departments of the City of Hemet. With the acceptance of the Parcel Map and the payment of taxes, the map will be recorded.

The applicant completed the construction of the required public improvements prior to the approval for recordation of the parcel map.

City Council's approval is required pursuant to Section 66458 of the Subdivision Map Act.

Developer: California Gold Development Corp.  
Attn. Scot Patterson  
133 Old Wards Ferry Rd, Suite G  
Sonora, CA 95370

**ANALYSIS**

The above subject final map has been checked by myself, and is technically correct. I have signed the final map, and the conditions of approval to the tentative map have been fulfilled.

**FISCAL IMPACT**

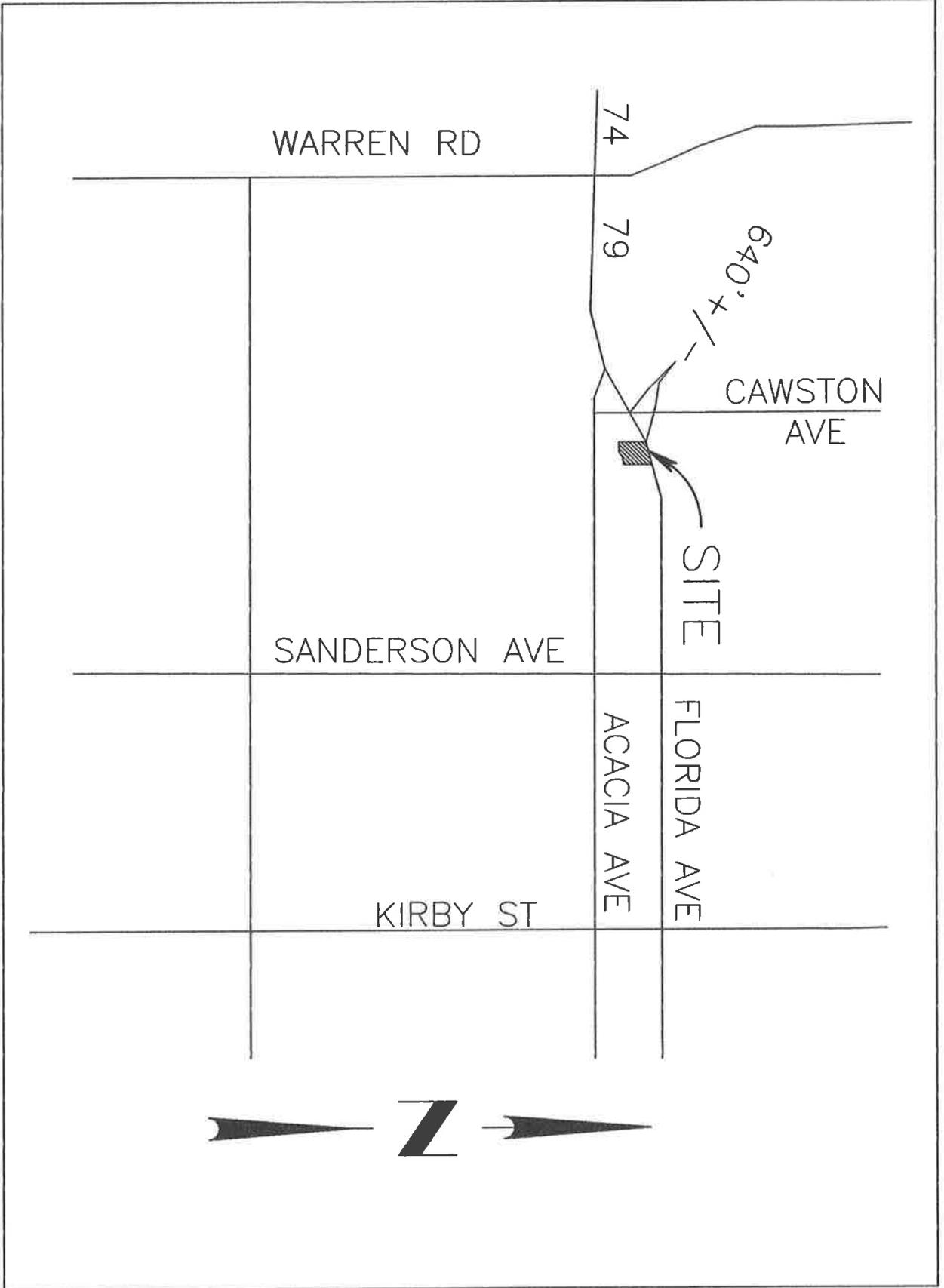
There are no fiscal impacts to the General Fund.

Respectfully submitted,



Jorge Biagioni  
Director of Engineering/City Engineer

*Encl. Vicinity Map*  
*Parcel Map No. 36646*



VICINITY MAP

N.T.S.

IN THE CITY OF HENET, COUNTY OF RIVERSIDE, STATE OF CALIFORNIA

# PARCEL MAP 36646

PARCEL A OF CERTIFICATE OF COMPLIANCE FOR LOT LINE ADJUSTMENT  
13-002, RECORDED OCTOBER 17, 2013 AS DOCUMENT NO. 2013-0466807,  
RECORDS OF RIVERSIDE COUNTY, CALIFORNIA.

HESS DEVELOPMENT

BRIAN T. HESS

JUNE, 2014

### RECORDER'S STATEMENT

SHEET 1 OF 2 SHEETS

FILED THIS \_\_\_\_\_ DAY OF \_\_\_\_\_, 20\_\_\_\_  
AT \_\_\_\_\_, N. IN BOOK \_\_\_\_\_ OF PARCEL  
MAPS, AT PAGES \_\_\_\_\_, AT THE  
REQUEST OF THE CLERK OF THE BOARD.

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

LARRY N. WARD,  
ASSESSOR - COUNTY CLERK - RECORDER

By: \_\_\_\_\_, DEPUTY.

SUBDIVISION GUARANTEE FIRST AMERICAN TITLE COMPANY

### OWNER'S STATEMENT

WE HEREBY STATE THAT WE ARE THE OWNERS OF, OR HAVE SOME INTEREST  
IN THE LAND, THE LAND INCLUDED WITHIN THE SUBDIVISION SHOWN HEREON  
THAT WE ARE THE ONLY PERSONS WHOSE CONSENT IS NECESSARY TO PASS  
CLEAR TITLE TO SAID LAND; THAT WE CONSENT TO THE MAKING AND RECORDEATION  
OF THIS SUBDIVISION MAP AS SHOWN WITHIN THE DISTINCTIVE BORDER LINE.

CALIFORNIA GOLD INVESTMENTS, LP, A CALIFORNIA LIMITED PARTNERSHIP

SCOT PATTERSON, MANAGER

### BENEFICIARY

WELLS FARGO BANK NATIONAL ASSOCIATION, BENEFICIARY UNDER DEED OF  
TRUST RECORDED NOVEMBER 6, 2013 AS INSTRUMENT NO. 2013-058890, O.R.

NAME \_\_\_\_\_ TITLE \_\_\_\_\_

### NOTARY ACKNOWLEDGMENT

STATE OF CALIFORNIA ) SS  
COUNTY OF \_\_\_\_\_ )

ON \_\_\_\_\_, 20\_\_\_\_, BEFORE ME, \_\_\_\_\_, NOTARY PUBLIC,  
PERSONALLY APPEARED \_\_\_\_\_, WHO PROVED TO ME ON THE  
BASIS OF SATISFACTORY EVIDENCE TO BE THE PERSON(S) WHOSE NAME(S) IS/ARE  
SUBSCRIBED TO THE WITHIN INSTRUMENT AND ACKNOWLEDGED TO ME THAT  
HE/SHE/THEY EXECUTED THE SAME IN HIS/HER/THEIR CAPACITY(IES), AND THAT  
BY HIS/HER/THEIR SIGNATURE(S) ON THE INSTRUMENT THE PERSON(S), OR THE  
ENTITY UPON BEHALF OF WHICH THE PERSON(S) ACTED, EXECUTED THE INSTRUMENT.

I CERTIFY UNDER PENALTY OF PERJURY UNDER THE LAWS OF THE STATE OF CALIFORNIA  
THAT THE FOREGOING PARAGRAPH IS TRUE AND CORRECT.

WITHIN MY HAND AND OFFICIAL SEAL.

SIGNATURE \_\_\_\_\_ (SEAL)

MY PRINCIPAL PLACE OF BUSINESS  
IS IN \_\_\_\_\_ COUNTY.  
MY COMMISSION NUMBER IS \_\_\_\_\_  
MY COMMISSION EXPIRES \_\_\_\_\_

### NOTARY ACKNOWLEDGMENT

STATE OF CALIFORNIA ) SS  
COUNTY OF \_\_\_\_\_ )

ON \_\_\_\_\_, 20\_\_\_\_, BEFORE ME, \_\_\_\_\_, NOTARY PUBLIC,  
PERSONALLY APPEARED \_\_\_\_\_, WHO PROVED TO ME ON THE  
BASIS OF SATISFACTORY EVIDENCE TO BE THE PERSON(S) WHOSE NAME(S) IS/ARE  
SUBSCRIBED TO THE WITHIN INSTRUMENT AND ACKNOWLEDGED TO ME THAT  
HE/SHE/THEY EXECUTED THE SAME IN HIS/HER/THEIR CAPACITY(IES), AND THAT  
BY HIS/HER/THEIR SIGNATURE(S) ON THE INSTRUMENT THE PERSON(S), OR THE  
ENTITY UPON BEHALF OF WHICH THE PERSON(S) ACTED, EXECUTED THE INSTRUMENT.

I CERTIFY UNDER PENALTY OF PERJURY UNDER THE LAWS OF THE STATE OF CALIFORNIA  
THAT THE FOREGOING PARAGRAPH IS TRUE AND CORRECT.

WITHIN MY HAND AND OFFICIAL SEAL.

SIGNATURE \_\_\_\_\_ (SEAL)

MY PRINCIPAL PLACE OF BUSINESS  
IS IN \_\_\_\_\_ COUNTY.  
MY COMMISSION NUMBER IS \_\_\_\_\_  
MY COMMISSION EXPIRES \_\_\_\_\_

### SIGNATURE OMISSIONS

PURSUANT TO SECTION 06406 OF THE SUBDIVISION MAP ACT, THE SIGNATURES OF THE  
FOLLOWING OWNERS OF EASEMENTS AND/OR OTHER INTERESTS HAVE BEEN OMITTED:

AN EASEMENT FOR AVIATION AND INCIDENTAL PURPOSES TO THE COUNTY OF RIVERSIDE  
FOR INST. NO. 2005-1087732 RECORDED 02-09-2005.

AN EASEMENT TO EACH AND EVERY OWNER OF LANDS IN THE RANCHO SAN JACINTO VIEJO  
FOR ONE CITY, FLUKE OR ADJUNCT PER BK 48, PAGE 361 REC. 03-09-1892, SAN DIEGO CO.

### TAX COLLECTOR'S CERTIFICATE

I HEREBY CERTIFY THAT ACCORDING TO THE RECORDS OF THIS OFFICE,  
AS OF THIS DATE, THERE ARE NO LIENS AGAINST THE PROPERTY SHOWN  
ON THE WITHIN MAP FOR UNPAID STATE, COUNTY, MUNICIPAL, OR LOCAL  
TAXES OR SPECIAL ASSESSMENTS COLLECTED AS TAXES, EXCEPT TAXES  
OR SPECIAL ASSESSMENTS COLLECTED AS TAXES NON A LIEN BUT NOT  
YET PAYABLE, WHICH ARE ESTIMATED TO BE \$ \_\_\_\_\_.

DATE \_\_\_\_\_, 20\_\_\_\_

DON KENT, COUNTY TAX COLLECTOR

By: \_\_\_\_\_, DEPUTY

### TAX BOND CERTIFICATE

I HEREBY CERTIFY THAT A BOND IN THE SUM OF \$ \_\_\_\_\_ HAS  
BEEN EXECUTED AND FILED WITH THE BOARD OF SUPERVISORS OF THE COUNTY OF  
RIVERSIDE, CALIFORNIA, CONDITIONED UPON THE PAYMENT OF ALL TAXES, STATE,  
COUNTY, MUNICIPAL, OR LOCAL, AND ALL SPECIAL ASSESSMENTS COLLECTED AS  
TAXES, WHICH AT THE TIME OF FILING OF THIS MAP WITH THE COUNTY RECORDER  
ARE A LIEN AGAINST SAID PROPERTY BUT NOT YET PAYABLE AND SAID BOND HAS  
BEEN DULY APPROVED BY SAID BOARD OF SUPERVISORS.

DATE \_\_\_\_\_, 20\_\_\_\_

CASH TAX BOND  
DON KENT  
COUNTY TAX COLLECTOR

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

NECIA HARPER-DEN  
CLERK OF THE BOARD OF SUPERVISORS

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

### SURVEYOR'S STATEMENT

THIS MAP WAS PREPARED BY ME OR UNDER MY DIRECTION AND IS  
BASED ON A FIELD SURVEY IN CONFORMANCE WITH THE REQUIREMENTS  
OF THE SUBDIVISION MAP ACT AND LOCAL ORDINANCE AT THE REQUEST  
OF CALIFORNIA GOLD INVESTMENTS, LP, IN FEBRUARY OF 2014.  
I HEREBY STATE THAT ALL MONUMENTS ARE OF THE CHARACTER AND  
OCCUPY THE POSITIONS INDICATED, OR THAT THEY WILL BE SET IN THOSE  
POSITIONS WITHIN ONE YEAR FROM THE RECORDATION DATE OF THIS MAP,  
AND THAT SAID MONUMENTS ARE OR WILL BE SUFFICIENT TO ENABLE THE  
SURVEY TO BE RETRACED. I HEREBY STATE THAT THIS PARCEL MAP  
SUBSTANTIALLY CONFORMS TO THE APPROVED OR CONDITIONALLY APPROVED  
TENTATIVE PARCEL MAP, IF ANY.

DATED: \_\_\_\_\_, 20\_\_\_\_

BRIAN T. HESS  
P.L.S. No. 8428  
EXP. DATE 02/21/14



### CITY ENGINEER'S CERTIFICATE

I, JORGE BEAZONZI, HEREBY STATE THAT I HAVE EXAMINED THE WITHIN ANNEXED  
MAP, THAT THE SUBDIVISION SHOWN HEREON IS SUBSTANTIALLY THE SAME AS  
IT APPEARED ON THE TENTATIVE MAP, THAT ALL APPLICABLE PROVISIONS OF  
THE SUBDIVISION MAP ACT AND OF HENET CITY ORDINANCE 314, AS AMENDED,  
HAVE BEEN COMPLIED WITH AND I AM SATISFIED THIS MAP IS TECHNICALLY  
CORRECT AS SHOWN.

DATED: \_\_\_\_\_

JORGE BEAZONZI, CITY ENGINEER  
P.L.S. No. 39764  
EXPIRATION 05-30-2018

### CITY ACCEPTANCE CERTIFICATE

THE CITY OF HENET, COUNTY OF RIVERSIDE, STATE OF CALIFORNIA, BY AND  
THROUGH ITS DULY AUTHORIZED OFFICERS, HEREBY ACCEPTS THE DEDICATION  
SHOWN HEREON AND APPROVES SAID PARCEL MAP

DATED: \_\_\_\_\_

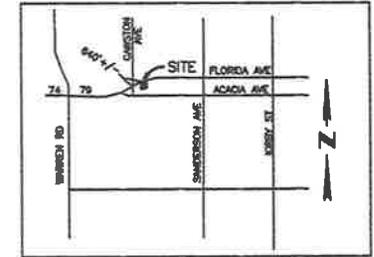
By: \_\_\_\_\_  
MAYOR OF THE CITY OF HENET

ATTESTED BY: \_\_\_\_\_  
CITY CLERK, CITY OF HENET

IN THE CITY OF HENET, COUNTY OF RIVERSIDE, STATE OF CALIFORNIA  
**PARCEL MAP 36646**  
 PARCEL A OF CERTIFICATE OF COMPLIANCE FOR LOT LINE ADJUSTMENT  
 13-002, RECORDED OCTOBER 17, 2013 AS DOCUMENT NO. 2013-0466807,  
 RECORDS OF RIVERSIDE COUNTY, CALIFORNIA.  
 HESS DEVELOPMENT BRIAN T. HESS JUNE, 2014

CHAIN	LENGTH	ANGLER	BEARS
01	33.89	80.00	21.78
02	30.00	80.00	20.78
03	30.00	80.00	20.78
04	30.00	80.00	20.78
05	30.00	80.00	20.78

LINE	BEARING	DISTANCE
L1	S00°23'32"E	26.72'
L2	S00°11'41"E	138.77'
L3	S00°11'12"E	44.00'
L4	S00°01'02"E	8.33'
L5	N44°28'39"E	12.71'
L6	S23°23'44"E	26.71'
L7	S89°02'14"E	30.00'



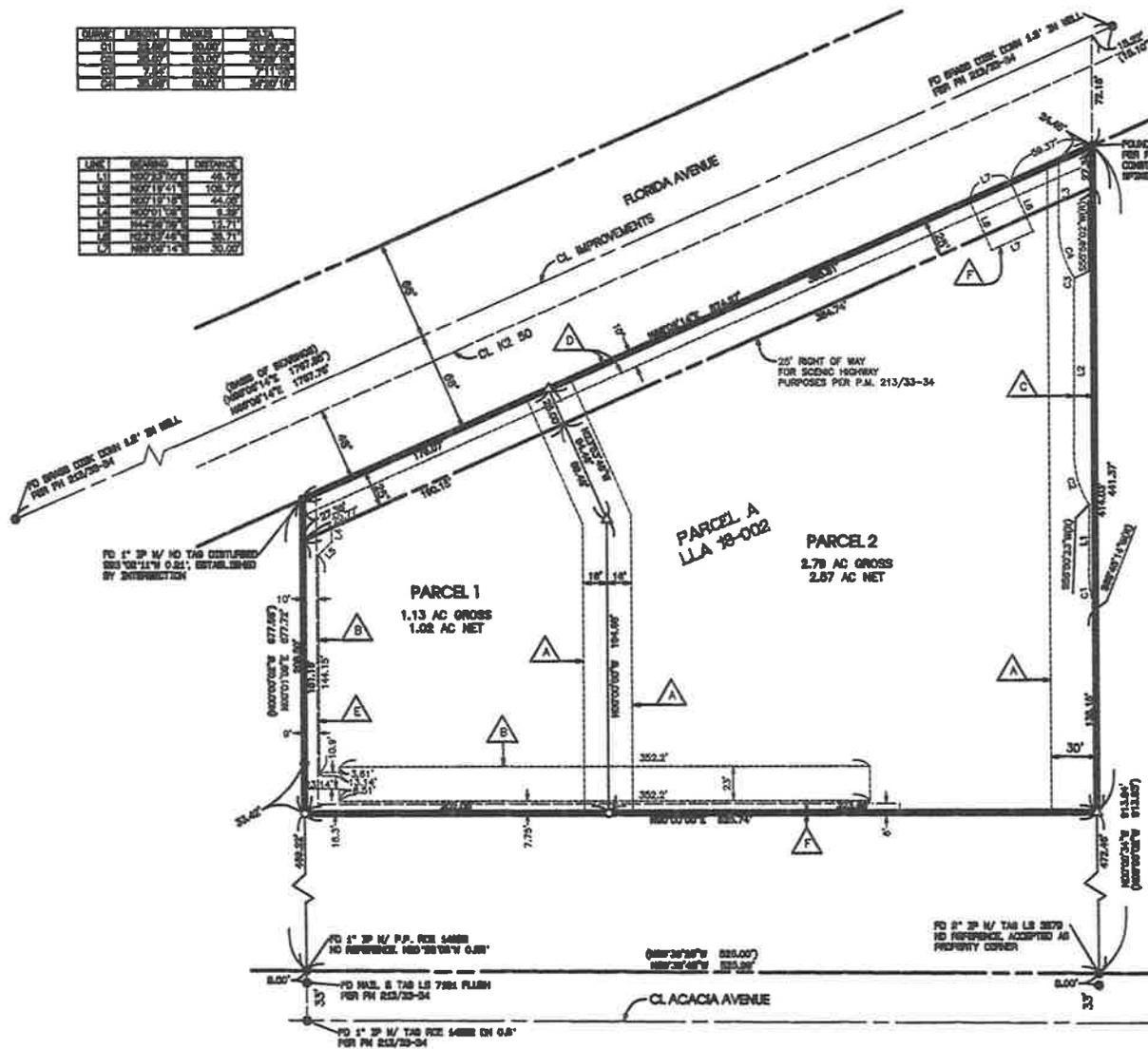
**VICINITY MAP**  
N.T.S.

**SURVEYORS NOTES**

- BOUND OF SEARCHER IS THE CENTERLINE OF FLORIDA AVENUE BEARING N89°08'14"E PER PARCEL MAP 30684, P.M. 813/23-24
- INDICATED FOUND 1" ZP WITH TAG LB 7281 PER PARCEL MAP 30684, P.M. 813/23-24, UNLESS OTHERWISE NOTED
  - INDICATED SET 1" ZP W/ PLANTED CAP LB 8138 IN 0.8'
  - △ INDICATED SET SPINE & HAMMER LB 8138 IN PAVING OR HALL, & TAG LB 8138 IN CONCRETE FLUSH
  - ( ) INDICATED RECORDED DATA PER PARCEL MAP 30684, P.M. 813/23-24.

**EASEMENT NOTES**

- A RECIPROCAL ACCESS EASEMENT PER INST. NO. 20140228160 REC. 07-11-2014.
- B JOINT STORM DRAIN AND WATER QUALITY TREATMENT EASEMENT FOR PARCELS 1 & 2 TO BENEFIT PARCELS 1 & 2 DEDICATED HEREON.
- C NO BUILD AREA PER EXHIBIT E-1 WITHIN INST. NO. 2005-0365138 REC. 08-08-2006.
- D 10' WIDE EASEMENT TO EASTERN MUNICIPAL WATER DISTRICT FOR SEWAGE TRANSMISSION PER INST. NO. 151429 REC. 11-20-1973.
- E 8' AND 6' EASEMENT TO SOUTHERN CALIFORNIA EDISON PER INST. NO. 2014-0186024 REC. 05-29-2014.
- F EASEMENT TO EASTERN MUNICIPAL WATER DISTRICT PER 2014-0248793 REC. 07-03-2014.
- G A RIGHT OF WAY FOR ONE DITCH, FLUME OR OTHER AQUEDUCT EASEMENT FOR EACH OWNER BETWEEN THE LAND AND SAN JACINTO TRIBUTARY PER DOC. RECORDED 03-09-1982 IN BK 43, PAGE 181 OF DEEDS, SAN DIEGO COUNTY RECORDS AND IS BLANKET IN NATURE.





## Staff Report

TO: Honorable Mayor and Members of the Hemet City Council

FROM: Wally Hill, City Manager *Wally Hill*  
Kris Jensen, Public Works Director

DATE: August 26, 2014

RE: Approval of Agreement for Consultant Services with CarteGraph Systems, Inc. for Asset Data Collection

### **RECOMMENDED ACTION:**

It is respectfully recommended that the City Council:

- Approve a Consultant Services Agreement with CarteGraph Systems, Inc. to provide street level mapping and data collection services on public works infrastructure, and
- Authorize the City Manager to execute any necessary contract and purchase orders to support the project in an amount not to exceed \$284,876.00.

### **BACKGROUND:**

Over the course of the last two years staff has worked through a Council approved, multi-year, multi-phased project to upgrade and expand the use of the CarteGraph Work DIRECTOR work order management system in the Public Works Department. The project began Phase "I" in 2012 with a thorough reassessment of the department's needs related to workflow management, scrubbing of the previously underutilized database, and was followed by identification and implementation of modules that allowed use of the system through all divisions. Phase "II" included the expansion and use of additional modules, program specific work order and database customization, and additional training on data entry and reporting functions. Use of the system has eliminated manual administrative tracking of employee related information, expedited delivery of historic work data reports, eliminated stand-alone programs previously used, integrated fueling and fleet software, and has increased efficiency of tracking and costing job efforts throughout the department.

With Phase "I" completed and Phase "II" nearly complete, staff and the IT department have consulted about the best approach to move toward a Phase "III" which would take work order generation and data entry into the field. Although the WorkDIRECTOR module is now in use by all divisions, field staff must still dedicate time daily to return to the corporation yard to perform data entry on jobs completed. The next progressive step would be to move to CarteGraph's web based Operations Management System (OMS) which can be accessed in the field via a tablet application environment. Funding to support equipment necessary to allow field data entry has partially been incorporated into the current fiscal year operating budgets, and staff continues to consult with IT about timing and system requirements prior to implementation. At the moment, however, higher priority projects for upgrading outdated existing technology take precedence over the move to OMS.

In an effort to maximize the use of time until Phase III can be implemented, staff has consulted with CarteGraph about options for moving forward in establishing and mapping infrastructure inventories and gathering asset details. CarteGraph Systems offers a solution that provides GIS street level mapping of public right of way assets. Through use of a vehicle equipped with 360 degree recording capability, CarteGraph's Data Collection team is able to travel throughout an entire city collecting a video record of all street level assets. Once completed the citywide video data is reviewed, street by street, and through the use of EarthMine GIS mapping software, locations and attributes of each asset are marked, mapped and logged. The result is a complete inventory of requested assets in a format that can be pushed into the workorder system, and integrated with other ArcGIS functionality in the City.

While videoing the City, a member of the data collection team is also able to perform visual pavement inspections, creating a snapshot of current pavement conditions throughout the City; information that would serve as the starting point for evaluation of all future street maintenance and repaving projects. Upon completion of the project the video file and electronic database are both delivered to the City, and information collected is integrated into the City's CarteGraph database. Purchase of an EarthMine user license allows additional asset information, beyond the scope established in the contract, to be mapped or extracted by City staff in the future.

#### **PROJECT DESCRIPTION:**

Approval of the Data Collection project will provide a comprehensive inventory of a majority of the City-owned assets in public right-of-way. The ultimate goal of the collection is to obtain a GIS mapping of assets that would not only create a complete inventory of street level infrastructure, but will allow work performed to be tied directly to the assets rather than tracked as separate work orders, independent of each other.

The value in tying work to the asset is multifaceted. Rather than create independent work orders referencing a location and describing an activity, tying the work to a tracked asset will allow for all historical data on any asset selected. It will provide crews with critical work history information needed to properly evaluate what corrective actions have already been taken and may still need to be taken. Currently, information is available through individual work orders that must be sorted and reports that must be filtered, leaving staff to determine if the report results are all related to the same asset. When work is tied directly to a specific asset, a quick click establishes a list of all maintenance previously performed, and can provide crew members with specific data like material type, installation dates and manufacturer information. Access to this information prior to arriving on a job, or for use in decisions made in the field, will lead to a more proactive approach to job planning, and lead to a more effective maintenance program.

Whether it is a series of fire hydrants or a segment of street, GIS mapping provided through the data collection allows staff to view work order activity in specific areas, and can be shown in various layers, indicating areas of high maintenance. The flexibility of data presentation through the GIS integration will serve both Engineering and Public Works well as it provides a higher level assessment tool than is current available for future planning.

The following is a list of the assets and attributes that staff has requested for collection through the proposed data collection contract:

- Sign Inventory – x,y location, MUTCD code, sign class, color, facing direction, support type (point feature class)
- ADA Ramps – x,y location (point feature class)

- Tree Inventory x,y location, (species where available, deciduous or fir otherwise) in public right of way (point feature class)
  - Street Lights – x,y location, type, support type, # of lamps (point feature class)
  - Municipal, School, Church Facilities – x,y location, building type, visible access points (point feature class)
  - Storm Drains – x,y location, type, marked; yes/no (surface point feature class)
  - Sewer Manholes – x,y location, type (surface points only feature class)
  - Water Hydrants – x,y location, type, color (surface points only feature class)
  - Storm Manholes – x,y location, type
- Visual inspection of street surfaces and documentation of current conditions

The fully detailed tasks are outlined in the Agreement Scope of Services (Attachment No. 1). Estimated project completion from issuance of a purchase order to delivery of asset inventory data is approximately five months. This may be impacted by weather conditions, construction delays, and the volume of data to be extracted from the collection process. The amount of information obtained, the technical expertise behind the collection, and the consistency with which results will be delivered could not be duplicated with City staff in five years.

The proposed data collection project will provide the City with the most solid, comprehensive inventory of its public works infrastructure that it has ever had. Once identified, a holistic approach to planning for asset replacement and maintenance can be fully realized. At this time, staff is recommending that the City Council approve a Consultant Services Agreement with CarteGraph for the Data Collection project.

This project is fully funded in the current FY14/15 Operating Budget and further strengthens our ability to properly manage and maintain public infrastructure investments.

**COORDINATION & REVIEW:**

Staff continues to work closely with the IT Department preparing budgets, discussing potential timing of upgrades, and coordinating appropriate staff interaction and support with CarteGraph. Staff also worked with the Procurement Manager to establish the Consultant Services agreement (attached).

Staff also consulted with other department heads to discuss what, if any, street level mapping could be collected for the good of non-Public Works divisions through the data collection effort. As a safety measure, the Police Chief requested that the location of all schools, churches and municipal buildings be mapped, and all visible access points identified. In an effort to support Engineering and Planning staff, a request was made to identify and map all sidewalk locations that had already been upgraded with ADA compliant truncated dome pads. Both items were added to the list of assets for collection, and were done so without exceeding available budgets.

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

This project is included in the recently adopted City of Hemet Capital Improvement Plan FY14/15 through FY18/19. It also supports a number of Implementation Programs in the City of Hemet 2030 General Plan related to complete streets, energy conservation, fire protection, police and safety, and all capital improvement programs.

**FISCAL IMPACT:**

No General Fund Impact. Funding for this project has been established through the following FY14/15 Operating Budgets:

Gas Tax	221-4200	\$115,000
Pre 218 Landscape	225-8250	\$ 30,000
Post 218 Landscape	228-8250	\$ 30,000
Sewer / Storm	254	\$ 70,000
Water	571-9000	\$ 45,000
PW Admin	686-4150	\$ 10,000
<b>TOTAL PROJECT BUDGET</b>		<b>\$300,000</b>

Multi-year licensing for CarteGraph software was previously approved through Council action on September 25, 2012, and is also accounted for through current FY14/15 budgets. Future EarthMine software user licensing costs, estimated at \$1,560.00 annually, will be addressed in future fiscal year operating budgets.

Respectfully submitted,



Kristen Jensen  
Public Works Director

Fiscal Review:



Thomas Kanarr  
Interim Finance Director

**ATTACHMENT NO. 1**

**CONSULTANT SERVICES AGREEMENT**

**CONSULTANT SERVICES AGREEMENT**

**By and Between**

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

**and**

**CARTEGRAPH SYSTEMS, INC.**

**A corporation in the State of Iowa**

**AGREEMENT FOR CONSULTANT SERVICES  
BETWEEN  
THE CITY OF HEMET, CALIFORNIA  
AND  
CARTEGRAPH SYSTEMS, INC.**

This Agreement for Consultant Services ("Agreement") is entered into as of this 26th day of August, 2014, by and between the City of Hemet, a municipal corporation ("City") and CarteGraph Systems, Inc., a corporation in the state of Iowa, ("Consultant"). City and Consultant are sometimes hereinafter individually referred to as "Party" and hereinafter collectively referred to as the "Parties."

**RECITALS**

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

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

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

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

**OPERATIVE PROVISIONS**

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

**SECTION 1. TERM OF AGREEMENT.**

Subject to the provisions of Section 20 "Termination of Agreement" of this Agreement, the scope of services set forth in Exhibit "A" "Scope of Services" shall be completed pursuant to the schedule specified in Exhibit "A." Should the scope of services not be completed pursuant to that schedule, the Consultant shall be deemed to be in Default of this Agreement pursuant to Section 21 of this Agreement. The City, in its sole discretion, may choose not to enforce the Default provisions of this Agreement and may instead allow Consultant to continue performing the scope of services until such services are complete.<sup>3</sup>

**SECTION 2. SCOPE OF SERVICES.**

Consultant agrees to perform the services set forth in Exhibit "A" "Scope of Services" and made a part of this Agreement.

**SECTION 3. ADDITIONAL SERVICES.**

Consultant shall not be compensated for any services rendered in connection with its performance of this Agreement which are in addition to or outside of those set forth in this Agreement or listed in Exhibit "A" "Scope of Services," unless such additional services are authorized in advance and in writing by the City Council or City Manager of City. Consultant shall be compensated for any such additional services in the amounts and in the manner agreed to by the City Council or City Manager.

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

(a) Subject to any limitations set forth in this Agreement, City agrees to pay Consultant the amounts specified in Exhibit "B" "Compensation" and made a part of this Agreement. The total compensation shall not exceed two hundred eighty four thousand eight hundred seventy six dollars (\$284,876.00) for Services, unless additional compensation is approved in writing by the City Council or City Manager. Consultant shall provide City with an invoice for annual license, support, and maintenance every year unless and until this Agreement is terminated.

(b) Each month Consultant shall furnish to City an **original** invoice for all work performed and expenses incurred during the preceding month. The invoice shall detail charges by the following categories: labor (by sub-category), travel, materials, equipment, supplies, and sub-consultant contracts. Sub-consultant charges shall be detailed by the following categories: labor, travel, materials, equipment and supplies. City shall independently review each invoice submitted by the Consultant to determine whether the work performed and expenses incurred are in compliance with the provisions of this Agreement. In the event that no charges or expenses are disputed, the invoice shall be approved and paid according to the terms set forth in subsection (c). In the event any charges or expenses are disputed by City, the original invoice shall be returned by City to Consultant for correction and resubmission.

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

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

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

City may inspect and accept or reject any of Consultant's work under this Agreement, either during performance or when completed. City shall reject or finally accept Consultant's work within sixty (60) days after submitted to City. City shall reject work by a timely written explanation, otherwise Consultant's work shall be deemed to have been accepted. City's acceptance shall be conclusive as to such work except with respect to latent defects, fraud and such gross mistakes as

amount to fraud. Acceptance of any of Consultant's work by City shall not constitute a waiver of any of the provisions of this Agreement including, but not limited to, sections 16 and 17, pertaining to indemnification and insurance, respectively.

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

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

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

#### **SECTION 7. CONSULTANT'S BOOKS AND RECORDS.**

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

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

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

**SECTION 8. STATUS OF CONSULTANT.**

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

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

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

**SECTION 9. STANDARD OF PERFORMANCE.**

Consultant represents and warrants that it has the qualifications, experience and facilities necessary to properly perform the services required under this Agreement in a thorough, competent and professional manner. Consultant shall at all times faithfully, competently and to the best of its ability, experience and talent, perform all services described herein. In meeting its obligations under this Agreement, Consultant shall employ, at a minimum, generally accepted standards and practices utilized by persons engaged in providing services similar to those required of Consultant under this Agreement.

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

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

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

**SECTION 11. PREVAILING WAGE LAWS**

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

**SECTION 12. NONDISCRIMINATION.**

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

**SECTION 13. UNAUTHORIZED ALIENS. Intentionally Omitted.**

**SECTION 14. CONFLICTS OF INTEREST.**

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

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

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

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

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

(b) Consultant, its officers, employees, agents or subcontractors, shall not, without prior written authorization from the City Manager or unless requested by the City Attorney of

City, voluntarily provide declarations, letters of support, testimony at depositions, response to interrogatories or other information concerning the work performed under this Agreement. Response to a subpoena or court order shall not be considered "voluntary" provided Consultant gives City notice of such court order or subpoena.

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

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

## **SECTION 16. INDEMNIFICATION.**

(a) Indemnification for Professional Liability. Where the law establishes a professional standard of care for Consultant's Services, to the fullest extent permitted by law, Consultant shall indemnify, protect, defend and hold harmless City and any and all of its officials, employees and agents ("Indemnified Parties") from and against any and all losses, liabilities, damages, costs and expenses, including attorney's fees and costs to the extent same are caused in whole or in part by any negligent or wrongful act, error or omission of Consultant, its officers, agents, employees or sub-consultants (or any entity or individual that Consultant shall bear the legal liability thereof) in the performance of professional services under this Agreement.

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

(c) General Indemnification Provisions. Consultant agrees to obtain executed indemnity Agreements with provisions identical to those set forth here in this section from each and every subcontractor or any other person or entity involved by, for, with or on behalf of Consultant in the performance of this Agreement. In the event Consultant fails to obtain such indemnity obligations from others as required here, Consultant agrees to be fully responsible according to the terms of this section. Failure of City to monitor compliance with these requirements imposes no additional obligations on City and will in no way act as a waiver of any rights hereunder. This obligation to

indemnify and defend City as set forth here is binding on the successors, assigns or heirs of Consultant and shall survive the termination of this Agreement or this section.

(d) Limitation of Indemnification. Notwithstanding any provision of this Section 16 [Indemnification] to the contrary, design professionals are required to defend and indemnify the City only to the extent permitted by Civil Code Section 2782.8, which limits the liability of a design professional to claims, suits, actions, arbitration proceedings, administrative proceedings, regulatory proceedings, losses, expenses or costs that arise out of, pertain to, or relate to the negligence, recklessness, or willful misconduct of the design professional. The term “design professional,” as defined in Section 2782.8, is limited to licensed architects, licensed landscape architects, registered professional engineers, professional land surveyors, and the business entities that offer such services in accordance with the applicable provisions of the California Business and Professions Code.

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

#### **SECTION 17. INSURANCE.**

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

#### **SECTION 18. ASSIGNMENT.**

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

#### **SECTION 19. CONTINUITY OF PERSONNEL.**

Consultant shall make every reasonable effort to maintain the stability and continuity of Consultant’s staff and subcontractors, if any, assigned to perform the services required under this Agreement. Consultant shall notify City of any changes in Consultant’s staff and subcontractors, if any, assigned to perform the services required under this Agreement, prior to and during any such performance.

**SECTION 20. TERMINATION OF AGREEMENT.**

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

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

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

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

**SECTION 21. DEFAULT.**

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

**SECTION 22. EXCUSABLE DELAYS.**

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

**SECTION 23. COOPERATION BY CITY.**

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

**SECTION 24. NOTICES.**

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

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

To Consultant: CarteGraph Systems, Inc.  
Attn: Randy Skemp, CRO  
3600 Digital Drive  
Dubuque, IA 52003

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

**SECTION 25. AUTHORITY TO EXECUTE.**

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

**SECTION 26. ADMINISTRATION AND IMPLEMENTATION.**

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

**SECTION 27. BINDING EFFECT.**

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

**SECTION 28. MODIFICATION OF AGREEMENT.**

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

**SECTION 29. WAIVER.**

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

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

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

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

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

**SECTION 32. ENTIRE AGREEMENT.**

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

**SECTION 33. SEVERABILITY.**

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

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

**CITY OF HEMET**

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

**ATTEST:**

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

**APPROVED AS TO FORM**

By: \_\_\_\_\_  
Eric S. Vail  
City Attorney

**CARTEGRAPH SYSTEMS, INC.**

**CARTEGRAPH SYSTEMS, INC.**

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

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

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





**EXHIBIT "A"**  
**SCOPE OF SERVICES**

**I. Consultant (CarteGraph) will perform the following GENERAL DATA COLLECTION SERVICES:**

**Project Orientation**

Upon project award /notice- to-proceed the Cartegraph project manager will schedule a project initiation (kick-off) meeting in conjunction with the City project team. During this meeting the entire team will review the proposed project work plan, including scope of work, QA/QC Plan, budget, schedule, and deliverables. The kick-off meeting will include:

- Introduction of the project team and their respective responsibilities
- Review the scope of work
- Review the work plan & schedule ~ milestone dates for data review, delivery & acceptance
- Review the proposed Quality Management Plan (QMP) and expectations
- Information Exchange – (gathering history, background, levels of service measures, decision making framework, and all available data)
- Identification of the City's best practices on pavement management. This component will provide an understanding of project success for both the City and Cartegraph team.

**Inception Report**

The purpose of the inception report is to summarize the discussions from the Project Initiation (kick-off) meeting. This includes a final work plan, scope of work modification and unique project conditions and scheduling timelines that were not outlined in the proposal.

**Quality Management Plan (QMP)**

The Quality Management Plan will lay out all the quality management responsibilities for this assignment so the City has a complete understanding of the work plan. The QMP plan will be submitted to the City for review and approval before any project work will begin.

Key Items include:

- **Survey Procedures** ~ methodology and rating manual
- **QA/QC Program** ~ field calibration and data validation
- **Data Management** ~ data transfer and delivery
- **System / Engineering** ~ IT and engineering requirements
- **Traffic Management & Safety** ~ appropriate traffic control requirements
- **Environmental Management System (EMS)**~ environmental impact reduction plan

**Progress Review Meetings**

The purpose of the progress review meeting is to discuss any issues that may have arisen since the last meeting and remedial measures that were taken. This provides a platform for Cartegraph to update and discuss with City staff on issues which may have an impact on the contract schedule.

**Progress Reports**

These reports will summarize the project progress to-date and provide an update of the project progress. These reports will be generated weekly. They include:

Survey Schedule and % complete of the project [including map highlighting streets tested/ not tested and reasons (i.e. under construction)].

Details of validation surveys completed during recent week including upcoming field schedules.  
Major issues faced on field operation, and accidents or incidents that occurred, health and safety issues and traffic management and remedial measures taken to resolve these issues.  
Quality Control and Assurance and schedule updates.

#### **Final Report**

The final report will include the overall summary of the scope of work, data statistics, Quality Management Plan (QMP), delivery results and recommendations for future contracts.

The final report will include a separate **Executive Summary** of the project with brief overview of the project activities, outputs and achievements for distributing to wider audience such as senior management or the general public.

### **DATA COLLECTION SERVICES FOR PAVEMENT MANAGEMENT PROGRAM**

#### **PMP Review - Network Definition & Requirements**

**Data Completeness/Gap Analysis** - recent pavement treatment projects, updated traffic data, and any legacy system data will be loaded into the program (i.e. information provided from the City's existing systems and databases).

After all the street segments and historical data that have been loaded into the database, the next task will be to complete a full and thorough assessment of the City's pavement database. This will include a review of the City's data requirements (i.e., what information is needed/desired) and subsequent data gap analysis (i.e., what is missing).

Cartegraph will therefore collect all digital and hard copy data and include the following in our review:

- Basic inventory information by functional class (i.e. lengths, areas, surface type, etc.)
- Current condition information, if any
- Status of survey history, if any
- Construction and maintenance history
- Review of maintenance and rehabilitation treatments and unit costs

#### **Pavement Condition Assessment**

##### **Surface Distress**

Cartegraph pavement inspection technicians will identify and load the required pavement distresses data into the pavement management program utilizing the distress rating manual which is based on **ASTM Standard D 6433-11**. The evaluation of the pavement surface distress is on the basis of two components:

**Severity** is defined as '**How bad is the defect?**' in terms of the measurement or degree of wear associated with the condition.

**Extent** refers to quantity or '**How much?**' of the pavement is affected by a particular distress.

##### **Laser Profiler (IRI / RCI)**

In conjunction with the Surfaced Distress data collection, Cartegraph will employ the use of its roughness measuring device, which meets the Class 1 ASTM E 950-98 designation for measuring the longitudinal profile of traveled surfaces, with an accelerometer established inertial reference.

##### **Data Load & Condition Analysis**

Once the data is collected, it will be loaded into the Cartegraph software in order to run the PCI calculations based on the severity and extent of observed distresses.

### **GIS Integration**

Cartegraph will provide a GIS Integrated solution with an ArcObjects-based tool to facilitate a full integration between an ESRI Personal or Enterprise geodatabase and the Cartegraph pavement database.

### **PMP Pavement Condition Index (PCI) Analysis**

The first step in calculating the pavement condition index (PCI) of a pavement section is to determine the distress density, which is the percent coverage of a distress (accomplished in the pavement condition survey task). Under this task Cartegraph will assess the current pavement performance condition of every pavement section utilizing the City's Cartegraph pavement management software program.

### **PMP Engineering Review & Refinement**

Undoubtedly, City staff is experienced in assessing pavement conditions and determining appropriate maintenance and rehabilitation needs. The purpose of the engineering review and refinement tasks is to take this knowledge and experience and work through the logic of this decision-making process.

The Cartegraph project team will work closely with City staff to review and adjust all appropriate engineering models and settings ultimately, to ensure that the City is using the most suitable calculations, analyses and decision-making processes for its own unique pavement management needs.

### **PMP Program Optimizing - Work Planning**

Cartegraph will assist the City in providing a work plan within the PMS software by utilizing the basic inventory data combined with inspection information, maintenance policies, and future maintenance predictions regarding the condition of the pavement. All factors used in determining the Maintenance and Repair (M&R) construction activities will be configured to reflect the City's pavement management practices and their costs.

#### **Work plan options include:**

- Determining Budget Consequences,
- Eliminate M&R Backlog in (x) years,
- Maintain Current Area Weighted PSC, and
- Reach Preferred Area Weighted PSC in (x) years.

### **PMP System Reports**

#### **Our project team will provide a series of detailed technical reports to include:**

- **Network Summary Statistics** ~ breakdown of sections and miles tested by functional class
- **Inspection History Report** ~ electronic list of all sections in the pavement network
- **PCI Report** ~ listing of every section, latest performance (PCI), & inspection date.
- **Quality Management Plan (QMP)**
- **Performance Prediction & Needs Reports** ~ Future performance of each pavement section tested will be analyzed to determine annual pavement performance and potential needs over the next X-year period. In simplistic terms, the needs analysis answers the questions: "If I have unlimited funding for street maintenance and repair";
  1. Which streets should I fix?
  2. When should I fix them?
  3. What treatments should I apply?
  4. How much will it cost?
- **Performance Budget Scenarios Reports** ~ The evaluation uses a weighted effectiveness rating to prioritize sections for repair under constrained, realistic, budgetary assumptions. The effectiveness rating is defined as the area under a pavement performance curve. The effectiveness rating is weighted to place a higher priority on certain streets, such as arterials and collectors.

**Multiple funding scenarios may be performed to answer “what-if” questions. Our team will perform up to four budget scenario runs based on input from the City. Typical funding scenarios include:**

- Existing funding levels
- Existing funding levels increased (or decreased) by 10%, 20% etc.
- Budgets that accommodate spikes in funding from STP, for example
- Funding levels required to maintain (or increase) the PCI over time
- Funding levels to maintain (or decrease) backlog over time

#### **Executive Summary**

A brief overview of the project activities, outputs and achievements for distributing to wider audience such as senior management or the general public.

#### **Council Presentation**

If requested Cartegraph will assist the City in providing oral presentation of findings and recommendations to Council, Organization Management, and/or employee groups. Cartegraph will be able to illustrate the long term effects that current budgets would have on the level of service of City streets along with additional funding that may be required for future planning.

#### **Pavement Inspection – Training Workshop**

##### **Cartegraph Software Program -Training (Workshop) & Technical Support**

At the City’s convenience, Cartegraph will schedule two (2) days of computer, hands-on training, to be conducted on-site by a certified Cartêgraph instructor with City staff. This includes but not limited to; data entry and editing, performing calculations, printing reports, exporting data and various other aspects of the PMP software. Training can also be focused on the City’s other modules (work director, signs, and GIS).

#### **Pavement Inspection ~Training (Workshop)**

**Overview:** The goal of this workshop is to provide skills and knowledge in the following areas:

- Identify pavement distresses collected/entered into the Cartêgraph software
- Identify inspection units used for pavement inspections
- Learn techniques to ensure quality inspections of pavements
- Perform actual field surveys on a pavement section
- Calculate the PCI for an inspection unit

#### **PMP Pavement Preservation (Workshop)**

Workshops will be provided via instructor led training and streaming online homework video curriculum. At the request of the City, Cartegraph can provide training in all aspects of pavement management, preservation and in place asphalt recycling.

### **DATA COLLECTION SERVICES STREET LEVEL MAPPING**

#### **High Res 360° Spherical Video**

Mobile data collection units will gather high-resolution 360 degree geo-referenced right-of-way (ROW) digital video and stereo digital imagery scanning. This mobile mapping system gives the ability to inventory infrastructure assets (such as signs, drainage, and curb ramps) with a high level of accuracy. This video can be provided with viewing software to allow road right-of-ways to be viewed in the office environment (“virtual field trip”), thus reducing lengthy field trips required for site investigations.

## **DATA COLLECTION SERVICES GIS ASSET INVENTORY / INSPECTION**

### **Digital ROW Video Feature Extraction**

The following assets will be extracted from the digital video and provided back in a geodatabase, shape file, or in the appropriate record set with the attribution and/or condition assessment information noted below.

- Sign Inventory – x,y location, MUTCD code, sign class, color, facing direction, support type (point feature class)
- ADA Ramps – x,y location (point feature class)
- Tree Inventory x,y location, (species where available, deciduous or fir otherwise) in public right of way (point feature class)
- Street Lights – x,y location, type, support type, # of lamps (point feature class)
- Municipal, School, Church Facilities – x,y location, building type, visible access points (point feature class)
- Storm Drains – x,y location, type, marked; yes/no (surface point feature class)
- Sewer Manholes – x,y location, type (surface points only feature class)
- Water Hydrants – x,y location, type, color (surface points only feature class)
- Storm Manholes – x,y location, type

### **EARTHMINE VIEWING SOFTWARE**

Includes an on-premise license of the earthmine viewing software, with available plug-ins for ArcGIS.

## EXHIBIT "B" COMPENSATION

Consultant's proposed fees for this project are included in the summary below.

	Purchase Type	Qty.	Unit Price	Total Price
<b>SOFTWARE PRODUCTS</b>				
Earthmine Software	Subscription License, On-Premise	1	\$7,800.00	\$7,800.00
<b>DATA SERVICES</b>				
Data Collection Services – General	Fixed Fee Service	1	\$10,809.77	\$10,809.77
Data Collection Services Pavement Management Program	Fixed Fee Service	1	\$73,948.26	\$73,948.26
Data Collection Services – Street-Level Mapping	Fixed Fee Service	1	\$23,687.51	\$23,687.51
Data Collection Services – GIS Asset Inventory/Inspection	Fixed Fee Service	1	\$168,006.00	\$168,006.00
<b>SALES TAX 8.0%</b>				<b>\$624.00</b>
<b>TOTAL COST</b>				<b>\$284,875.54</b>

Scope based on 350 miles. If actual mileage exceeds, 403 miles, additional service fees will apply.

### Software Subscription, Maintenance and Support Services Terms/Renewal

The initial term of Subscription, Maintenance or Support Services, if included, will commence upon City receipt of software for evaluation of data. At the end of the term the City may renew at prices in effect at that time by execution of a new Agreement.

Software licensed under a subscription is governed by a license manager and must be renewed prior to the expiration date of the term in order to keep the software active.

### Payment Terms and Conditions

In consideration for the Services and Products provided by **Cartegraph** to **City**, **City** agrees to pay **Cartegraph** Software Costs and Professional Service Fees in U.S. Dollars as described below:

1. **Delivery:** Field Services will be scheduled and delivered upon your acceptance of this Agreement, which will be considered as your notification to proceed.
2. **Services Scheduling:** **City** agrees to work with **Cartegraph** to schedule Data Services in a timely manner. All undelivered Data Services shall expire 365 days from the signing of this Agreement.
3. **Software Invoicing:** Invoicing for the Software fee shall occur when the customer receives the software with the data from Cartegraph. The initial term of Subscription will continue for 365 days. At the end of the term the Earthmine Software will renew at current prices in effect on the anniversary date. **Data Services Invoicing:** Invoicing for the Data Services fee shall occur upon the execution of the Purchase Agreement and shall be invoiced as follows:

- a. **Installment 1 due upon commencement of pavement and/or street level mapping services**– 100% of General Data Collection Services (\$10,809.77).
  - b. **Installment 2 due upon field completion of pavement and/or street level mapping services** – 90% of pavement / street level mapping services (\$92,748.58).
  - c. **Installment 3 due upon completion of all GIS Asset Inventory / Inspection Services** – 100% of GIS Asset Inventory / Inspection Services (\$168,006.00).
  - d. **Installment 4 due upon final delivery of data** – 10% pavement and/or street level mapping services (\$4,887.19).
4. **Payment Terms:** All payments are due Net 30 days from date of invoice.

## **EXHIBIT "C"**

### **INSURANCE**

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

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

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

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

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

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

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

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

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

(3) Workers' Compensation and Employer's Liability: Workers' Compensation as required by the Labor Code of the State of California and Employers Liability limits of not less than \$1,000,000 per accident.

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

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

1. All Policies. Each insurance policy required by this Agreement shall be endorsed and state the coverage shall not be suspended, voided, cancelled by the insurer or either party to this Agreement, reduced

in coverage or in limits except after 30 days' prior written notice by Certified mail, return receipt requested, has been given to City.

2. General Liability and Automobile Liability Coverages.

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

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

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

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

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

C. Other Requirements. Consultant agrees to deposit with City, at or before the effective date of this contract, certificates of insurance necessary to satisfy City that the insurance provisions of this contract have been complied with. The City Attorney may require that Consultant furnish City with copies of original endorsements effecting coverage required by this Section. The certificates and endorsements are to be signed by a person authorized by that insurer to bind coverage on its behalf. City reserves the right to inspect complete, certified copies of all required insurance policies, at any time.

1. Consultant shall furnish certificates and endorsements from each subcontractor identical to those Consultant provides.

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

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

**EXHIBIT "D"**  
**SPECIAL PROVISIONS**

- 1) Disclaimer of Warranties: **Cartegraph** makes no warranty, representation or promise not expressly set forth in this Agreement. **Cartegraph** disclaims and excludes any and all implied warranties of merchantability, fitness for a particular purpose.
  
- 2) Proprietary Information: **City** acknowledges that all materials and documents associated with this project are proprietary in nature. This specifically includes pricing information, training materials and consulting documents as described. **City** further agrees not to copy or otherwise make available such materials outside of **City's** organization and its divisions and departments without the prior written consent of **Cartegraph**, except as required by law.



## Staff Report

TO: Honorable Mayor and Members of the Hemet City Council

FROM: Wally Hill, City Manager *Wally Hill*  
Deanna Elliano, Community Development Director *DE*

DATE: August 26, 2014

RE: **Award of Contract for Board-Up and Abatement Services**

### **RECOMMENDED ACTION:**

That the City Council authorize the City manager to execute an agreement with Real Estate Resource Services, Inc., to provide Code Enforcement Board-Up and Abatement Services for an amount not to exceed \$50,000 annually.

### **BACKGROUND:**

The City of Hemet Code Enforcement Division contracts for board-up and abatement services as needed when property owner's fail to comply and correct deficiencies that are documented through the Notice of Violation process. The majority of on-call abatement services are for vacant properties that are unsecured and/or unmaintained. In addition, emergency board up services may also be required by the Fire, Building or Police department in the event of a fire or vehicle accident damaging a structure. The last contract for such services was awarded by the City Council in May 2012. Staff recommends that the contract be re-examined and new proposals solicited every couple of years to ensure ongoing competitive pricing and responsive, quality service.

In May 2014, a Request for Proposal for Board-Up Services and Property Abatement was advertised in a local newspaper of general circulation, on the City's website, and interested parties were contacted via email. The competitive bid process ended on June 19, 2014 and a total of six proposals were received. City staff evaluated the responsible bid proposals and selected Real Estate Resource Services based on the evaluation criteria established in the RFP. Criteria included experience, license and certifications, timeliness, unit price and hourly rates. In addition, a Supplemental Abatement Exercise and pricing was taken into consideration for final evaluation. Evaluation of the proposals by Community Development staff and the City's Purchasing Manager determined that Real Estate Resource Services best met the established criteria at the lowest bid.

The initial term of the agreement will be September 1, 2014 through August 31, 2016, with the option of a one-year extension upon mutual agreement and approval by the City Manager.

### **PROJECT DESCRIPTION:**

The Code Enforcement Division of the Community Development Department contracts with a private contractor to provide on-call board up and nuisance abatement services, as outlined in the

proposed contract provided as Attachment 1. There are three basic classifications for Board-up services. They are:

1. Imminent Threat – presence of life/safety concerns, criminal activity, structural damage;
2. 24-Hour Notice – structure has broken windows or doors, vandalism, or unable to secure;
3. 5-Day Notification – doors and windows can be closed but not locked, no immediate threat to public safety.

All board-up activities are completed in compliance with Housing and Urban Development standards and specifications as stated in Attachment No.1, Exhibit “A” Scope of Services.

Abatement services include activities such as removal of overgrown vegetation, refuse, and other debris from properties. Also included are graffiti removal, treating and pumping “green pools,” and other miscellaneous as-needed services required to abate nuisance properties. Property owners are given every opportunity to comply before the abatement contractor is called, unless the situation is an emanate hazard. Once the work is performed by the City’s contractor, the property owner will be billed for the actual cost to the City, plus Code Enforcement Administrative costs. If the bill is not paid, the City will record a Notice of Pendency or a Lien against the property, which payment to the City is required when a Certificate of Occupancy or a related building permit is requested, or the property is refinanced or sold.

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

The Request for Proposals was reviewed and coordinated with the City’s Purchasing Manager, and aspects of the bid package and process were discussed with the City Attorney. The evaluation of the proposals and selection of the contractor was coordinated with the Purchasing Manager and Community Development staff. The proposed contract and scope of work has been reviewed and approved as to form by the City Attorney’s office.

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

The Code Enforcement Board-Up and Abatement Services contract helps the City to achieve many goals, including removing blight from residential neighborhoods and removing attractive nuisances which have the potential to entice vandalism, theft and other forms of criminal activity. Removing these types of opportunities to attractive negative behavior is key to the success of the Hemet ROCS Program.

#### **FISCAL IMPACT:**

Funding for this program is allocated in FY Budget 2014/2015 in the amount of \$50,000 and costs are charged to account number 120-3350-2400. Funding for the subsequent fiscal year will be dependent upon and in accordance with the budget adopted by the City Council for FY15-16. All costs are based on a set schedule for time & materials, at a not-to-exceed fixed price.

The City should recover 100% of the costs incurred, but it can often be many months or years before costs are actually recovered because it can take considerable time for liens or Notice of Pendency to clear. Also, properties that are heavily encumbered with property tax liens may sell for less than the total of the liens. In such cases, the City may only receive partial reimbursement.

Respectfully submitted,



Deanna Elliano  
Community Development Director

Fiscal Review,



Tom Kanarr  
Interim Finance Director

Attachment(s):

1. Agreement for Maintenance/Repair/Minor Construction Services for Board-Up and Property Abatement

# Attachment No. 1

Agreement for  
Maintenance/Repair/Minor  
Construction Services for  
Board-Up and Property  
Abatement

City Council Meeting of  
August 26, 2014

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

**Between**

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

**and**

**REAL ESTATE RESOURCE SERVICES,  
a California Corporation**

**Dated: August 13, 2014**

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

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

### **SECTION 1. SCOPE OF SERVICES**

1.1 **Term.** Subject to the provisions of Section 8 [Termination] of this Agreement, the term of this Agreement is for two (2) years commencing on September 1, 2014 ("**Term**"). The City reserves the right to extend the term for one (1) additional year. Should the option to renew for an additional year be exercised, the City and Contractor agree to negotiate any proposed increase in rates and in no event shall the increase be more than five (5) percent. The option to extend the term of this Agreement shall be by written notice to Contractor within 30 days of expiration of the original term.

1.2 **Contractor Services.** Subject to the terms and conditions of this Agreement, Contractor agrees to perform for City those maintenance / repair / minor construction services specified in the Scope of Services attached hereto and incorporated herein by reference as Exhibit "A" [Scope of Services] ("**Services**"). Contractor agrees to furnish, for the compensation provided for herein, all labor, materials, tools, equipment, services, and incidental and customary work necessary to fully and adequately perform and complete the Services. The Services shall be subject to inspection and approval by City. Contractor agrees to work closely with City staff in the performance of the Services and shall be available to City's staff and consultants at all reasonable times.

1.3 **Extra Work.** Contractor shall not be compensated for any work or services rendered in connection with its performance of this Agreement, which are in addition to or outside of the Services ("**Extra Work**"), except as expressly provided for herein. It shall be Contractor's responsibility to ensure that the scope and price of any Extra Work to be performed by Contractor is approved by City in writing in advance of Contractor's commencement of the Extra Work in accordance with Section 9.10 [Amendments] and Section 9.19 [Administration and Implementation]. City shall not be obligated to pay for or otherwise be liable for unauthorized Extra Work performed by Contractor.

1.4 **Schedule of Performance.** Contractor agrees to diligently perform and complete the Services in accordance with the schedule of performance attached hereto and incorporated herein by reference as Exhibit "B" [Schedule of Performance] ("**Schedule of Performance**"). Modifications to the Schedule of Performance must be

agreed upon in writing in advance by the City Manager pursuant to Section 9.19 [Administration and Implementation] and Contractor.

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

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

**1.7 Contractor's Representative.** Contractor hereby designates the representative named in Exhibit "D" [Representatives], or his or her designee, to act as its representative for the performance of this Agreement ("**Contractor's Representative**"). Contractor's Representative shall have full authority to represent and act on behalf of the Contractor for all purposes under this Agreement. Contractor's Representative shall supervise and direct the Services, using his or her best skill and attention, and shall be responsible for all means, methods, techniques, sequences and procedures and for the satisfactory coordination of all portions of the Services under this Agreement.

## **SECTION 2. COMPENSATION AND METHOD OF PAYMENT**

**2.1 Compensation.** City shall pay to Contractor for non-disputed Services rendered, the compensation set forth in Exhibit "C" [Compensation] attached hereto and incorporated herein by reference. Total compensation to Contractor for the Services shall not exceed the total price or "not to exceed" amount set forth in Exhibit "C," without the prior written approval of City in accordance with Section 9.10 [Amendments] and Section 9.19 [Administration and Implementation].

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

## **SECTION 3. RESPONSIBILITIES OF CONTRACTOR**

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

**3.2 Standard of Care and Licenses.** Contractor agrees that all Services shall be performed in a skillful and competent manner, consistent with the standards generally recognized as being employed by professionals in the same discipline in the State of California. Contractor represents and warrants that it, its employees and subcontractors shall have sufficient skill and experience to perform the Services and that it, its employees and subcontractors have all licenses, permits, qualifications and approvals of whatever nature that are legally required to perform the Services, including a City Business License, and that such licenses and approvals shall be maintained in good standing throughout the term of this Agreement.

3.3 **Required Corrections.** Contractor shall perform, at its own expense and without reimbursement from the City, any work necessary to correct errors or omissions that are caused by the Contractor's failure to comply with the standard of care provided for herein.

3.4 **Law and Regulations.** Contractor shall keep itself fully informed of and in compliance with all local, state and federal laws, rules and regulations in any manner affecting the performance of the Services, including all Cal/OSHA requirements, and shall give all notices required by law. Contractor shall be liable for all violations of such laws and regulations in connection with Services.

3.5 **Safety.** Contractor shall perform the Services, and maintain its work area, so as to avoid injury or damage to any person or property and shall otherwise exercise all necessary precautions for the safety of employees appropriate to the nature of the work and the conditions under which the work is to be performed.

3.6 **Labor Code and Prevailing Wage Requirements.**

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

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

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

3.6.4 Prevailing Wage Laws. Contractor represents and warrants that it is aware of the requirements of California Labor Code Section 1720, et seq., and 1770, et seq., as well as California Code of Regulations, Title 8, Section 1600, et seq., ("**Prevailing Wage Laws**"), which require the payment of prevailing wage rates and the performance of other requirements on "Public Works" and "Maintenance" projects. If the Services are being performed as part of an applicable "Public Works" or "Maintenance" project, as defined by the Prevailing Wage Laws, and if the total compensation is \$1,000 or more, Contractor agrees to fully comply with such Prevailing Wage Laws. City shall provide Contractor with a copy of the prevailing rates of per diem wages in effect at the commencement of this Agreement. Contractor shall make copies of the prevailing rates of per diem wages for each craft, classification or type of worker needed to execute the Services available to interested parties upon request, and shall post copies at the Contractor's principal place of business and any location where the Services are performed.

**3.7 Equal Opportunity Employment.** Contractor represents that it is an equal opportunity employer and it shall not discriminate against any subcontractor, employee or applicant for employment because of race, religion, color, national origin, handicap, ancestry, sexual orientation, sex or age. Such non-discrimination shall include, but not be limited to, all activities related to initial employment, upgrading, demotion, transfer, recruitment or recruitment advertising, layoff or termination.

**3.8 Unauthorized Aliens.** Contractor hereby promises and agrees to comply with all of the provisions of the Federal Immigration and Nationality Act, 8 U.S.C. §§ 1101, et seq., as amended, and in connection therewith, shall not employ unauthorized aliens as defined therein.

#### **SECTION 4. INDEMNIFICATION**

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

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

**4.3 Costs and Expenses.** For purposes of this Agreement, "**Costs and Expenses**" shall mean all costs and expenses, to the extent reasonable in amount,

actually and necessarily incurred by a Party in good faith in the investigation, prosecution or defense of an Action, including, but not limited to, court costs, filing, recording, and service fees, copying costs, exhibit production costs, special media rental costs, attorneys fees, consultant fees, fees for investigators, witness fees (both lay and expert), travel expenses, deposition and transcript costs, and any other costs or expenses, the award of which a court of competent jurisdiction may determine to be just and reasonable.

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

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

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

## **SECTION 5. RECORDS AND DOCUMENTS**

### **5.1 Accounting Records.**

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

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

5.1.2 Inspection and Copying. Contractor shall allow a representative of City during normal business hours to examine, audit, and make transcripts or copies of such records and any other documents created pursuant to this Agreement. Contractor shall allow inspection of all work, data, documents, proceedings, and activities related to the Agreement for a period of three (3) years from the date of final payment under this Agreement. At no cost to City, Contractor shall provide copies of such documents or records directly to the City for inspection, audit and copying when it is practical to do so; otherwise, unless an alternative is mutually agreed upon, such documents and records shall be made available at Contractor's address indicated for receipt of notices in this Agreement.

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

## **SECTION 6. INSURANCE**

6.1 **Maintenance of Insurance**. Prior to the beginning of and throughout the term of this Agreement, Contractor will maintain insurance in conformance with requirements established by City for the type of Services being performed. Contractor acknowledges that prior to the Effective Date of this Agreement, City provided to Contractor the applicable insurance requirements, a copy of which are attached hereto as Exhibit "F" [Insurance]. Contractor acknowledges that the insurance coverage and policy limits provided by City constitute the minimum amount of coverage required. Any insurance proceeds in excess of the limits and coverage required in this Agreement and which are applicable to a given loss, will be available to the City.

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

6.3 **Modification of Insurance Provisions**. The City Manager may make reasonable amendments to the insurance requirements of this section, with the written

concurrence of the Finance Director or Risk Manager, in accordance with Section 9.19 [Administration and Implementation] after considering the Scope of Services, potential liabilities, and the required level of insurance to adequately protect the City.

## **SECTION 7. BONDS**

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

## **SECTION 8. TERMINATION.**

**8.1 Termination by City.** City may, by written notice to Contractor, terminate with or without cause, and without any prior notice of default or right to cure by Contractor, the whole or any part of this Agreement at any time and by giving written notice to Contractor of such termination, and specifying the effective date thereof, at least five (5) days before the effective date of such termination. Upon termination, Contractor shall be compensated only for those non-disputed Services that have been adequately rendered to City, and Contractor shall be entitled to no further compensation.

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

## **SECTION 9. GENERAL PROVISIONS**

**9.1 Assignment or Transfer.** Contractor shall not assign, hypothecate, or transfer, either directly or by operation of law, this Agreement or any interest herein without the prior written consent of the City. Any attempt to do so shall be null and void, and any assignees, hypothecates or transferees shall acquire no right or interest by reason of such attempted assignment, hypothecation or transfer.

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

**9.3 Liquidated Damages.** The Parties agree that City has a legitimate interest in ensuring that Contractor provides the Services (including performance of all duties and responsibilities) required under this Agreement in a consistent and reliable manner, and that Contractor's failure to timely provide such Services or to provide them in an inadequate manner will cause City to suffer damages and that it is, and will be, impractical and extremely difficult to ascertain and determine the exact amount of damages or to calculate actual damages. Therefore, in addition to City's right to treat such non-performance as a material breach of, and to terminate, this Agreement, the Parties agree that liquidated damages, as provided herein, represent a reasonable estimate of the monetary damages that reasonably could be anticipated and that proof of actual damages would be costly or impractical. The Parties specifically confirm the accuracy of the statements made above and the fact that each Party has had ample opportunity to consult with legal counsel and obtain an explanation of the liquidated damage provisions at the time that the Agreement was made. Therefore, in lieu of actual damages, Contractor is subject to payment of \$100 per failure to perform, per day. City may, at its election, deduct any assessed liquidated damages from payment due, or that will become due, to Contractor from City.

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

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

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

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

**9.8 Severability.** If a term, condition or covenant of this Agreement is declared or determined by any court of competent jurisdiction to be invalid, void or

unenforceable, the remaining provisions of this Agreement shall not be affected thereby and the Agreement shall be read and construed without the invalid, void or unenforceable provision(s).

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

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

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

**9.12 Delivery Of Notices.** All notices required or permitted to be given under this Agreement shall be in writing and shall be given to the respective parties at the addresses listed in Exhibit "D", or at such other address as the respective parties may provide in writing for this purpose. Such notice shall be deemed made when personally delivered or when mailed, forty-eight (48) hours after deposit in the U.S. Mail, first class postage prepaid and addressed to the party at its applicable address. Actual notice shall be deemed adequate notice on the date actual notice occurred, regardless of the method of service.

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

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

**9.15 Attorneys Fees, Costs and Expenses.** In the event litigation or other proceeding is required to enforce or interpret any provision of this Agreement, the prevailing party in such litigation or other proceeding shall be entitled to an award of

reasonable attorney's fees and Costs and Expenses, in addition to any other relief to which it may be entitled.

**9.16 Subcontracting.** Contractor shall not subcontract any portion of the Services, except as expressly stated herein, without prior written approval of City. Subcontracts, if any, shall contain a provision making them subject to all provisions of this Agreement.

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

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

**9.19 Administration and Implementation.** This Agreement shall be administered and executed by the City Manager or his or her designated representative. The City Manager shall have the authority to issue interpretations and to make amendments to this Agreement, including amendments that commit additional funds, consistent with Section 9.10 [Amendment] and the City Manager's contracting authority under the Hemet Municipal Code.

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

**CITY OF HEMET**

\_\_\_\_\_  
Wally Hill, City Manager

**ATTEST:**

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

**APPROVED AS TO FORM:**

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

**REAL ESTATE RESOURCE SERVICES**

  
\_\_\_\_\_  
(Authorized Officer)

Title ~~At~~ President

Print Name: Mitze McCurry

**REAL ESTATE RESOURCE SERVICES**

  
\_\_\_\_\_  
(Authorized Officer)

Title Secretary

Print Name: Howard McCurry

## EXHIBIT "A"

### SCOPE OF SERVICES

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Contractor is to provide all labor, materials, and equipment for Building Board-Up and Property Abatement Services on an as-needed, on-call basis. Each property presents unique requirements, which will be communicated by a representative from the City's Code Enforcement Division. Quotations and services are to be based upon the representative's specific instructions, as well as the following general specifications:

#### Scope and Level of Services

1. The Contractor shall provide timely abatement of general public nuisances to include emergency abatements at specified locations at the direction of the City and upon receipt of written instructions from the Code Compliance Manager, or other duly authorized person(s) concerning the quality of materials and expertise required to perform such abatement services. Unless otherwise restricted, minor dimension changes and detailed adjustments may be made in the interest of the abatement or for the ability to satisfy the abatement performance, provided that the general intent is maintained and the property is restored to its original state as nearly as possible. Such changes or recommendations shall be made only upon the approval of the Code Compliance Manager or his or her designee. To the extent so specified by the Community Development Department, the Contractor shall secure and pay for all necessary permits, governmental authorizations, licenses, inspections, and all other similar requirements.
2. The Contractor must be able to complete the work within three (3) days of assignment.
3. Upon prior approval and request of the Code Compliance Manager or his or her designee, the Contractor shall work during such hours as may be necessary to provide the approved and requested services. The Contractor may determine when such hours will be worked, and may vary such hours from time to time within the Contractor's sole discretion, provided that the goals and objectives of the City are not thereby impeded or disrupted.
4. Contractor agrees to represent himself at City meetings when and if the quality and/or cost of abatement services performed come into question or is disputed by any party to the action.

#### Board-Up Specifications

The City of Hemet building board-up specifications will apply to all board-up projects and are in conformance with the U.S. Department of Housing and Urban Development's requirements. Upon award of an individual project, the Contractor is authorized to secure only those openings that have been breached, or as directed pursuant to quote signed by the Code Compliance Manager or his or her designee responding to the call. All board-up work is to comply with the

following specifications and the attached schematics. An agent from the City's Code Compliance Division may include additional instructions for a particular property, depending on the property's requirements.

1. One door in each building or residential unit shall be boarded with the "security-door-front entry" configuration, illustrated in "PLAN – A" of Attachment. If there is uncertainty about which entry is the front door, a Code Enforcement agent should make that determination.
2. All lumber used is to be construction grade.
3. All required padlocks will be supplied to the Contractor by the City.
4. All boards visible from the right-of-way shall be painted with an exterior paint that blends with the color of the surrounding surfaces.
5. All windows shall be secured with 1/2" plywood, and all doors are to be secured with 3/4" plywood.
6. When installation cannot be made without glass breakage, the window glass is to be removed and labeled before installing boards. Removed glass is to be stored safely inside the building or residential unit.
7. All boarding will be fit to screen inset molding stop or door stop. Maximum clearance edges shall be 1/8".
8. All fabricated boards will be plainly marked on their inside surfaces with the exterior dimensions to the nearest 1/8" to facilitate interchanging.
9. Install a garage bolt and padlock to all drive-in garage doors.
10. Use 3/8" carriage bolts (1/4" for strap hinges) mated with nut and two flat washers. Exterior washer must have a large enough hole to fully accept the square portion of the bolt that is beneath the manufactured head. All bolts and mating hardware must be galvanized or cadmium plated.
11. The locks for the front security doors, the exterior garage doors, and the exterior equipment/appliance storage cabinet doors are to be 2", case-hardened steel, five-number pin padlocks; e.g., the AMERICAN #260 or the equivalent. Each property unit shall be master keyed.
12. The locks for the yard gates and smaller cabinet storage doors are to be 1-1/2", case-hardened steel padlocks, such as the AMERICAN #100, the MASTER #3, or the equivalent.
13. All hasps are to be manufactured, case-hardened steel, such as the MASTER #706 SAFETY HASP, or the equivalent.
14. The installation of all hasps and hinges shall be such that all exposed bolt heads cannot be removed, nor shall the installation permit their removal by applying simple force.

15. To ensure proper fit of windows that are not square, all openings to be boarded should be diagonally cut from each inside corner to its oblique corner. When panels are properly cut, their installation is less likely to then cause damage to the frame or molding.
16. Care should be taken when drilling the 1-1/2" diameter vent holes to prevent splintering and tearing of panels.

#### Property Abatement Specifications

The requirements for as-needed abatement services will vary from property to property. Properties may require removal of overgrown vegetation, tree trimming; refuse removal (include couches, refrigerators), swimming pool pumping, minor demolition, graffiti removal, and/or other miscellaneous services. The following specifications are to be used as general guidelines. Further direction for each project will be provided by a Code Compliance Manager or his or her designee responding to the location.

Weed/vegetation abatement: No disking, blading, or other earth-moving activities are permitted unless specifically authorized.

Contractor to haul off all trash, weeds, junk and debris to dump at hourly rate and dump fee and will submit all dump fees with invoices.

The contractor is to make arrangements with the City's refuse hauler (CR&R) if trash containers are required for the abatement project and include this item on the work estimate.

Contractor to pump standing, stagnant water from pools, spas or ponds after they have been treated for mosquitoes and other vectors.

Contractor to remove or paint over graffiti.

Hazardous materials are defined as any chemical or chemical product representing a health or physical hazard and require special handling and disposal under Environmental Protection Agency's (EPA) regulations. Upon any discovery of such materials, the Contractor shall immediately cease work and advise the City's Code Compliance Division. The City will inspect the site and determine the appropriate action. The City will advise Contractor when to proceed or resume working on the site.

#### Approval by the City

The Contractor shall notify the responsible staff person after work has been completed so that a site visit can be made with the City representative to verify completion and compliance with the Contract specifications. The designated City representative will approve no payments without a physical site visit and a sign-off acceptance. The work shall be performed in a prompt, thorough, lawful and workmanlike manner. Contractor shall notify City immediately upon completion of each work assignment. The Contractor shall submit, within fourteen (14) working days copies of all properly executed abatement service worksheets with each invoice statement to the City after the abatement has been completed. Receipts of all materials purchased and any fees paid (e.g. landfill fees) shall also be submitted with each invoice statement. Upon completion and acceptance of the work, the Contractor shall prepare

an invoice to reflect the number of windows, doors, etc., indicating any special sizes or other apertures, and costs for the project, in accordance with the contract provisions. Prior to the start of the abatement, both before and after photos of all areas of the property and/or structures shall be photographed by the Contractor and presented to the City.

### Unusual Requirements

Upon inspection of a designated site, if the Contractor notes work that may be required, which may be beyond the usual exterior openings noted, the Contractor shall advise the requesting department representative of such findings. An additional cost, if applicable, will be agreed upon between the Contractor and the City representative prior to commencement of the work, in accordance with the Contract provisions.

### Damage to Public and/or Private Property

Extreme care shall be taken to safeguard all existing facilities, site amenities, sprinkler systems, trees, shrubs, windows, and all vehicles on or around the job site. Damage to public and/or private property shall be the responsibility of the Contractor and shall be replaced or repaired by the Contractor at no additional cost to the City. If the Contractor has not repaired or replaced damaged property within 24 hour notice by the City, the City reserves the right to correct the situation and deduct all charges from the Contractor's invoice.

It is the Contractor's responsibility to ensure that his equipment is free from any fluid leaks while located in any serviced areas. The City, under reasonable suspicion of any such leaking equipment, can require that such equipment be immediately removed from the premises and repaired and/or replaced before it can resume operation in any serviced areas.

### Liquidated Damages

Failure of the contractor to perform as described, or not complete all activities as required and as provided herein, may be just cause for the assessment of damages, as described below, and such damages shall be considered as liquidated damages.

If the Contractor delays in either starting or finishing the project at the agreed upon time the actual damages to the City for any delay or shut down will be difficult or impossible to determine. Therefore, in lieu of actual damages, the Contractor may be subject to a reduction from the next monthly invoice of \$100 per day as fixed, agreed, and liquidated damages. Such deductions will continue until said service is properly performed or the contract is cancelled. These charges are intended to act as an incentive for the Contractor to perform in full compliance with the specifications. Acknowledgment and agreement is given by both parties that the amount herein.

### Contractor Call Backs

If it is determined that a call back shall be required due to the entry into property already secured, the Contractor shall provide such services. If it is determined that the materials used in the initial board-up operation remain on site and are in usable condition, the Contractor shall re-board up the property and invoice the City for labor only. Said labor rate shall be in accordance with the Contract pricing section of the RFP for the contract term.

### Emergency Actions

The Contractor shall provide a detailed contingency plan as part of the bid response outlining how the contract requirements will continue to be met in the event of a disaster such as hurricane, tornado, flood, or other City declared emergency. The contingency plan should cover what additional resources would be available and able to be provided, and any deviations in stated contract time periods that might be applicable during such an emergency declaration.

## “EXHIBIT “B”

### SCHEDULE OF PERFORMANCE

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#### Work Scheduling

A. The contractor will be contacted to walk the site with a City of Hemet Code Compliance Officer to determine the scope of work for each property called upon to secure, perform property maintenance or abatement. The scope of work will be itemized on a list. The Contractor may commence work once the list is signed by both the Contractor and the Code Compliance Officer. No work other than those items specifically indicated shall be performed or be eligible for reimbursement by City without prior written authorization.

B. If requested by the Hemet Police Department or Fire Department to respond immediately due to potential for dangerous and/or life-threatening conditions, the contractor must be able to respond within one (1) hour. Emergency situations may require commencing work within two (2) hours.

C. Under non-emergency circumstances, the Contractor shall commence each authorized project within 72 hours of notification to proceed. Under emergency request by the Code Enforcement Division, the Contractor must be available to be on-site within two (2) hours for emergency request.

D. All regularly scheduled work shall be completed within the number of working days agreed upon between the City and the Contractor in accordance with the RFP requirements. The City may issue an extension due to unfavorable weather or other substantiated causes that may be beyond the control of the Contractor. The City will be the sole determiner of whether an extension is warranted.

E. Contractor shall provide twenty-four (24) hour service when needed and requested by Code Department, at no additional cost. The Contractor shall provide an emergency contact person and phone number(s) who may be called during non-business hours.

F. Multiple requests to perform these services shall be prioritized by the City of Hemet and must be completed within the time requirements established above.

**EXHIBIT "C"**  
**COMPENSATION**

<u>Description</u>	<u>Unit</u>	<u>Rate</u>
1. Small Window	EA.	\$ 80.00
2. Large Window	EA.	\$136.00
3. Standard exterior door opening	EA.	\$113.00
4. A/C Conditioning cutout	EA.	\$ 68.00
5. Sliding glass door	EA.	\$146.00
6. Frame out window	EA.	\$125.00
7. Garage door board up, 8'	EA.	\$125.00
8. Garage door board up, 16'	EA.	\$300.00
9. Emergency/Same Day Service	EA.	\$ 45.00
10. Next Day Service	EA.	\$ 85.00
11. Re Board/Up/Re-Secure	EA.	\$ 21.50
12. Refuse removal	HR	\$ 85.00
13. Pool/Spa/Pond draining	GAL	\$ 0.02
14. Graffiti removal	SQFT	\$ 1.10
15. Lawn dyeing	SQFT	\$ 3.75
16. General Hourly Rate	HR	\$ 65.00
17. Re-key or replace door knob or dead bolt lock	EA.	\$ 20.00

**“EXHIBIT “D”**  
**REPRESENTATIVES**

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**CITY’S REPRESENTATIVE**

City of Hemet  
Code Enforcement  
Attn: Emery Papp  
445 East Florida Avenue  
Hemet, California 92543  
Phone: 951 765 2456  
Email: [epapp@cityofhemet.org](mailto:epapp@cityofhemet.org)

**CONTRACTOR’S REPRESENTATIVE**

Real Estate Resource Services  
Attn: Howard McCurry  
21621 River Road  
Perris, Ca 92570  
Phone: 951 280 1331  
Email: [howard@rers.org](mailto:howard@rers.org)

**EXHIBIT "E"**  
**BONDS REQUIRED**

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**No Bonds Required**

## EXHIBIT "F"

### INSURANCE REQUIREMENTS FOR CITY OF HEMET

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The City requires a certificate of insurance, including an underwriter's endorsement, prior to commencement of the Services.

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

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

Only the following "marked" requirements are applicable:

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

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

\_\_\_\_\_ **Workers' Compensation Insurance:** For all of Contractor's employees who are subject to this order and to the extent required by applicable state or federal law,

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





## Staff Report

---

TO: Honorable Mayor and Members of the City Council

FROM: David M. Brown, Chief of Police  
Wally Hill, City Manager *Wally Hill*

DATE: August 26, 2014

RE: **Acceptance of 2013/2014 Indian Gaming Mitigation Grants and Expenditure Plan**

### **RECOMMENDED ACTION:**

1. Accept the 2013 & 2014 Indian Gaming Mitigation Grants in the amounts of \$173,511.33 and \$305,724.00
2. Approve the grant funding expenditure plan.

### **BACKGROUND:**

The California Indian Gaming Special Distribution Fund is established for the support of state and local government agencies impacted by tribal government gaming. The city of Hemet is within the local impact area for the Soboba Casino and meets the criteria to apply for "Nexus Grants" to offset the impacts of the casino on the local jurisdiction.

The Hemet police department applied for Indian Gaming Mitigation Grant funding in FY 2013 and 2014. The impact statement and justification articulates the impact to law enforcement based on the number of vehicle trips per day, city population and estimated calls for police services associated with casino-related trips on city streets.

### **ANALYSIS:**

Based on the department's application and justification, the agency awarded mitigation grants in 2013 (\$173,511.33) and 2014 (\$305,724.00) for a total award of The stated purpose for the grant funding was to replace aging equipment and to enhance technology. However the grant funds are unrestricted once awarded.

The police department recommends the following expenditure plan for the use of the grant funding:

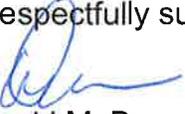
Field Supervisor Incident Command Vehicles (8)	228,782.48
Emergency Equipment Up-fit and Command Equipment	107,484.00
Countywide Interoperable Radios	56,040.00
Electronic Control Device (Taser) Technology Upgrade	45,928.85
Replacement Administrative Command Vehicle	<u>41,000.00</u>
	479,235.33

Each individual expenditure will be made per the city's procurement process and presented to city council for approval where required.

**FISCAL IMPACT:**

The receipt and use of the Indian Gaming Mitigation Grant funds will relieve considerable pressure from the general fund. The replacement vehicles and Taser technology upgrades would have been general fund expenditures if the grant funding was not received.

Respectfully submitted,

  
David M. Brown  
Chief of Police

Fiscal Review,

  
Thomas M. Kanarr  
Interim Finance Director

**Indian Gaming Special Distribution Fund (SDF)  
Local Government Mitigation Grant Application  
FY 2013/14**

Name of jurisdiction: CITY OF HEMET

Mitigation funding is requested for impacts associated with: SOBOBA Casino  
(casino name)

Type of grant for which you are applying: (mark either 60% Nexus or 20% non-Nexus)

60% Nexus Grant

Please circle the letters that apply: (must meet a minimum of two nexus criteria)

- a. City or County borders the tribal land on all sides;
- b. City or County partially borders tribal land;
- c. City or County maintains a highway, road, or other thoroughfare that is a predominant access route to a casino located within 4 miles;
- d. All or part of the City or County is within 4 miles of the casino.
  - ✓ 50% awarded (on a pro-rata basis) to jurisdictions meeting all 4 nexus test criteria
  - ✓ 30% awarded to jurisdictions that meet 3 of the nexus test criteria
  - ✓ 20% awarded to jurisdictions that meet 2 of the nexus test criteria

20% Non-Nexus Grant

Local jurisdictions impacted by tribal casinos paying into the Special Distribution Fund

20% Non-Nexus Grant

Local jurisdictions impacted by tribal casinos NOT paying into the Special Distribution Fund

Amount of mitigation funding requested through this application: \$305,724

<u><i>Wally Zell</i></u> Authorized Signature	<u><i>CITY MANAGER</i></u> Title
<u><i>CITY OF HEMET</i></u> Agency	<u><i>MAY 14, 2014</i></u> Date

Legal address of jurisdiction: 445 E. Florida Ave, Hemet CA 92543

Financial contact:                      Phone:                      Fax:                      E-mail Address:  
Thomas Kanarr                      951-765-2331                      951-765-2301                      tkanarr@cityofhemet.org

Project contact:                      Phone:                      Fax:                      E-mail Address:  
Chief Dave Brown                      951-765-2430                      951-765-2474                      dbrown@cityofhemet.org

Grant project is for:

- |   |  |   |
|---|--|---|
| <input checked="" type="checkbox"/> Law enforcement     | <input type="checkbox"/> Environmental impacts         | <input type="checkbox"/> Waste disposal |
| <input type="checkbox"/> Fire services                  | <input type="checkbox"/> Emergency medical services    | <input type="checkbox"/> Water supplies |
| <input type="checkbox"/> Behavioral Health              | <input type="checkbox"/> Recreation & Youth programs   | <input type="checkbox"/> Public Health  |
| <input type="checkbox"/> Child care programs            | <input type="checkbox"/> Planning & adjacent land uses | <input type="checkbox"/> Roads          |
| <input type="checkbox"/> Other (briefly describe) _____ |  |   |

On a separate sheet(s) of paper, **describe the impact(s) associated with the Tribal casino and/or gaming** (include historical data, if available).

On a separate sheet(s) of paper, provide a complete **description of the proposed project**, including how it will mitigate the impact(s) described above.

**Percentage of project that will directly mitigate impacts of Tribal gaming** 1.82%

Pursuant to AB 158, funding is **only to be used to finance the percentage of the project that directly mitigates impacts of Tribal gaming and/or casinos**. Please sign to acknowledge this requirement. **Signature** *Wally Hill*

Pursuant to AB 158, **Special Distribution Funds are to be held until spent in an interest bearing account and all interest earned must be used to mitigate Tribal gaming impacts**. Please sign to acknowledge this requirement. **Signature** *Wally Hill*

Local jurisdictions are required to **demonstrate to the County that all expenditures made from the account were made in accordance with these provisions**. Please sign to acknowledge this requirement. **Signature** *Wally Hill*

What is the total cost of the project? \$16,798,000

Is this application being submitted to other Tribal governments?  Yes                       No

If so, please provide the Tribe name(s) and the amount(s) of funds requested N/A

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

Name any other sources of funding that will be contributed toward the project and the amount provided by each source: City of Hemet General Fund, US DOJ COPS Grant, CA Office of Traffic Safety

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Will the project be competitively bid?  Yes  No

Is the project subject to Public Works requirements?  Yes  No

What is the project time frame? 12 months

=====

For Completion by Tribal Government

To be considered for funding, this application must include a formal letter of sponsorship from the Tribal Chairman, or designated authority, operating the Tribal casino for which mitigation is being requested.

Is a formal Tribal sponsorship letter attached?  Yes  No

Indian Gaming Special Distribution Fund – Local Mitigation Grant Application

City of Hemet-Hemet Police Department

Impact Statement and Justification

According to the September 2013 Soboba Band of Luiseno Indians Horseshoe Grande Fee-to-Trust Project Final Environmental Impact Statement (EIS), the current average visitation to the Soboba Casino is about 10,000 visitors per day. The report also states that the majority of Soboba clientele are "locals." In addition to the visitors, the casino employs approximately 1,000 full- and part-time employees (pp. 3-97). This translates into approximately 3,000 vehicle trips per day to and from the casino. The report also lists the following roads within the City of Hemet as having a direct nexus to the Casino. The roads listed are Sanderson Avenue, State Street, San Jacinto Street, Menlo Avenue, Mountain Avenue, Esplanade Avenue and Florida Avenue. This represents approximately 32 miles of roadway within the city jurisdiction. Although the report does not mention Domenigoni Parkway, a major artery between Southwest Riverside County and the San Jacinto Valley, it can be assumed that many of the Soboba's patrons use this roadway which is almost entirely in the city of Hemet's jurisdiction. Warren Road is also not mentioned in the Transportation Network Study and is a highly traveled N/S roadway that is likely used by "locals" accessing the Soboba casino.

In order to determine the impact of the Soboba Casino on the City of Hemet law enforcement services, some assumptions must be made. If 3,000 daily vehicle trips are made to the casino and the majority are made by "locals", we can assume that at least 50% of the trips are made using the "nexus" roads described in the EIS above in the City of Hemet.

Fifty percent of the total daily trips to the casino amounts to 1,500 trips. The California Department of Finance lists the population of Hemet at 81,537. Adding half of the daily casino trips to the population assumes that the Hemet population including the casino trips grows to 82,885 daily if there was only one occupant per vehicle per trip. The number of incidents that Hemet PD responds to in a year (2013) is 82,527. That equates to 1.004 incidents per person, per year. Using half of the daily trips (1,500) and multiplying it by the number of calls per person (1.004) assumes 1,506 additional police calls are have a "nexus" to the Soboba Casino. 1,506 calls is 1.82% of the total incidents Hemet PD responded to in 2013. The total projected "project cost" to provide police services in the City of Hemet for 2014 is \$16,798,000.

Using the formula for additional calls for service generated by casino-related trips in the City of Hemet, we can assume that 1.82% of the cost of providing law enforcement services is related to the Soboba Casino. Thus, 1.82% of \$16,798,000 is \$305,724. The Hemet Police Department is requesting \$305,724 to cover the reimbursement of costs for general law enforcement services related to Indian gaming at Soboba Casino.



*Staff Report*

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TO: Honorable Mayor and Members of the City Council

FROM: David M. Brown, Chief of Police  
Wally Hill, City Manager *Wally Hill*

DATE: August 26, 2014

RE: **Purchase of 8 Field Command Units from Gosch Ford of Hemet**

**RECOMMENDED ACTION:**

Authorize the City Manager to approve the purchase order for 8 field command police interceptors from Gosch Ford in Hemet in the amount of \$228,782.48.

**BACKGROUND:**

The police department continues to implement new technology, tactics and systems in order to more effectively serve our community with fewer resources. The department sees an increasing need to enable supervisors to manage critical incidents and monitor new technologies from the field. The purchase, outfitting and implementation of mobile incident command vehicles for field supervisors in a critical piece to the success of the department in meeting the emerging needs of the community.

**ANALYSIS:**

The department has a unique opportunity to purchase 8 field command units at a significantly reduced price through a local vendor, Gosch Ford. The opportunity was created due to an error that resulted in the order and delivery of 8 Police Interceptor SUV's that did not meet the specifications of the ordering agency.

Sec. 2-329 (b) of the Hemet Municipal Code allows "the purchasing agent may also buy directly from a vendor at a price established by competitive bidding by another federal, state, county or local government agency in substantial compliance with sections 2-334, 2-335 and 2-336 even if the city has not joined with that public agency in a cooperative purchase agreement."

Gosch Ford is offering these vehicles to the city at the Riverside County price which was established through a competitive bid solicitation. In addition, this local dealer will paint the vehicles to our specifications and make other modifications to meet our specifications at no additional charge.

**COORDINATION AND REVIEW:**

This purchase was negotiated by the procurement administrator for the city of Hemet. Additionally, the city's fleet services supervisor inspected the vehicles and confirmed they comply with city standards.

**FISCAL IMPACT:**

This purchase is recommended through the use of the Indian Gaming Local Mitigation Grant funding. The receipt and use of the Indian Gaming Mitigation Grant funds will relieve considerable pressure from the general fund. The replacement vehicles would have been general fund expenditures if the grant funding was not received.

There will be savings to the general fund due to the surplus of the aging police vehicles (in excess of 100,000 miles) currently in use. The maintenance and fuel cost savings will result in a net savings to the general fund.

Respectfully submitted,



David M. Brown  
Chief of Police

Fiscal Review,



Thomas M. Kanarr  
Interim Finance Director

Gosch Ford (951) 658-3181

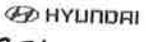
DEALER 71D 426 VIN 1F75K7AR1DGC63368

	Suggested Retail Price	Invoice Amount
K7AL POLICE INTER UTILITY PRD	28580.00	26936.00
SPECIAL DEALER ACCOUNT ADJUSTM		1143.00-
SPECIAL FLEET ACCOUNT CREDIT		421.00-
1004-337D05/13/13CA		4300.00-
2013 MODEL YEAR		
UA BLACK		
PW CHARCOAL CLOTH		
INCLUDED ON THIS VEHICLE		
EQUIPMENT GROUP 500A		
OPTIONAL EQUIPMENT		
99R .3.7L V6 TIVCT ENGINE	NC	NC
44C .6-SPEED AUTO TRANSMISSION	NC	NC
52F HID FLUNG W/R HDLX INOPERABLE	160.00	140.00
53H SYNC VOICE ACTIVATED SYSTEMS	298.00	258.00
153 FRONT LICENSE PLATE BRACKET	NC	NC
18W REAR DOOR POWER WINDOW DELETE	25.00	22.00
21B REAR VIEW CAMERA	245.00	213.00
422 CALIFORNIA EMISSIONS SYSTEM	NC	NC
43D COURTESY LAMP DISABLE	20.00	17.00
51S DRIVER AND PASS LED SPOT LAMP	620.00	541.00
59E KEYED ALIKE -KEY CODE 1284X	50.00	45.00
61B CONFIG AUDIO CTRLS WITH VOICE	155.00	136.00
JOB #3 ORDER		
76R REVERSE SENSING SYSTEM	275.00	240.00
F CLOTH BUCKETS/CLOTH REAR SEATS	60.00	53.00
90E LH/RH BALLISTIC DOOR PANELS	3170.00	2766.00
SPCL. DLR ACCT. ADJ. CR.		206.00-
TOTAL OPTIONS	5075.00	4225.00
TOTAL VEHICLE & OPTIONS	33655.00	25287.00
DESTINATION & DELIVERY	825.00	825.00
<b>TOTAL FOR VEHICLE</b>	<b>34480.00</b>	
FUEL CHARGE		11.70
CA NEW MTR VEHICLE BOARD FEES		65
NET INVOICE FLEET OPTION (B4A)		7.00
SHIPPING WEIGHT 4433 LBS.		
<b>TOTAL</b>	<b>34480.00</b>	<b>26141.35</b>









**GOSch**

**Tim Moran** 951-  
Chief Operating Officer ~~951-XXXXXX~~

**GOSch Auto Group** Phone (951) 658-3181 Ext. 224  
450 Carriage Circle Fax (951) 765-3129  
Hemet, CA 92545 E-mail: tmoran@goschauto.net  
www.goschauto.com

This invoice may not reflect the final cost of the vehicle in view of the possibility of future rebates, allowances, discounts and incentive awards from Ford Motor Company to the dealer.

Sold to <b>Gosch Ford</b> 150 Carriage Circle Hemet		71D426 CA 92545		Order Type <b>5B</b>	Ramp Code <b>CA27</b>	Batch ID <b>DD091</b>	Price Level <b>315</b>
Ship to (if other than above)				Date Inv. Prepared <b>04 09 13</b>		Item Number <b>71-G224</b>	
Ship Through				Transit Days <b>11</b>			
Invoice & Unit Identification NO. <b>1F75K7AR1DGC63368</b>		Final Assembly Point <b>CHICAGO</b>		Finance Company and/or Bank <b>JP Morgan Chase Ba 910007</b>			
Total Holdback	Invoice Total	A & Z Plan	D Plan	X Plan			
	<b>26141.35</b>						

This invoice to be used for the billing of vehicles only

Dealer's copy



## Staff Report

TO: Honorable Mayor and City Council Acting as Successor Agency

FROM: Thomas M. Kanarr, Interim Finance Director  
Wally Hill, City Manager and Executive Director *Wally Hill*

DATE: August 26, 2014

RE: Approval of former RDA Bonds Refinancing Documents

### **RECOMMENDATION:**

It is recommended that the City Council acting as the Successor Agency to the former Hemet Redevelopment Agency approve the issuance of refunding bonds in order to refund the outstanding bonds of the dissolved City of Hemet RDA and related bond documents, and request the Oversight Board approval of these actions.

### **BACKGROUND:**

The dissolved City of Hemet RDA has two outstanding bond issues, the 1999-A and the 2002-A Tax Allocation Bonds. The remaining total per value of the bonds is \$12,355,000, with a final term of September 15, 2031. The average coupon rate of the combined bonds is just under 5%.

### **ANALYSIS:**

Current interest rates make the refinancing of these bonds an attractive proposition. Based on the projections prepared by Citigroup's Global Markets, a refinancing would produce a net present value savings of nearly \$1.6 million (page 3).

The new bond issue (as currently projected) would be sized, in today's market conditions, at \$10,390,000. The bonds would be sold at a premium of about \$1.45 million, and would utilize the existing reserve fund balance of \$1.1 million.

On July 29, 2014 the Successor Agency Board elected to participate in County of Riverside's Refunding Program. The structure of the program is more fully explained in the C.M. de Crinis & Co, Inc. memo (see overview on page 2).

If the financing documents are approved by the Successor Agency, a companion action will be presented to the Oversight Board on August 27, 2014. With the Oversight Board's approval, the financing documents will be submitted to the State Department of Finance. Assuming the Department of Finance's timely approval, the refunding bonds would be issued in November or December of 2014.

**FISCAL IMPACT:**

Because the debt service needed to pay for the bonds will be reduced, more property tax money is available for the distribution to the various entities.

The City of Hemet's General Fund property taxes should increase annually by about \$24,000 through 2027, with an average annual present value savings of about \$15,000.

The City also anticipates recovering \$25,000 in administrative costs expended in the preparation of this refinancing. These are already included in the anticipated costs of issuance.

Respectfully submitted by:



Thomas M. Kanarr  
Interim Finance Director

Approved:



Wally Hill  
City Manager and Executive Director

Attachments: C.M. de Crinis Memo  
Citigroup Global Market Analysis  
Resolution Bill No. 14-59  
Indenture of Trust-Successor Agency and MUFG Union Bank\*  
Bond Purchase Agreement\*  
Refunding Instructions 1999 Bonds\*  
Refunding Instructions 2002 Bonds\*  
Indenture of Trust-Riverside County Public FA and MUFG Union Bank\*  
Local Obligation Purchase Contract\*

\*Available in City Clerk's Office



1  
2  
3  
4 **CITY OF HEMET**  
5 **Hemet, California**  
6 **RESOLUTION BILL NO. 14-059**  
7

8 **A RESOLUTION OF THE SUCCESSOR AGENCY TO THE HEMET**  
9 **REDEVELOPMENT AGENCY APPROVING THE ISSUANCE OF REFUNDING**  
10 **BONDS IN ORDER TO REFUND CERTAIN OUTSTANDING BONDS OF THE**  
11 **DISSOLVED REDEVELOPMENT AGENCY OF THE CITY OF HEMET, APPROVING**  
12 **THE EXECUTION AND DELIVERY OF AN INDENTURE OF TRUST RELATING**  
13 **THERETO, REQUESTING OVERSIGHT BOARD APPROVAL OF THE ISSUANCE**  
14 **OF THE REFUNDING BONDS, REQUESTING CERTAIN DETERMINATIONS BY THE**  
15 **OVERSIGHT BOARD, AND PROVIDING FOR OTHER MATTERS PROPERLY**  
16 **RELATING THERETO**  
17

18 **WHEREAS**, pursuant to Section 34172(a) of the California Health and Safety Code  
19 (unless otherwise noted, all Section references hereinafter being to such Code), the  
20 Redevelopment Agency of the City of Hemet (the "Former Agency") has been dissolved and no  
21 longer exists as a public body, corporate and politic, and pursuant to Section 34173, the City of  
22 Hemet has become the successor entity to the Former Agency (the "Successor Agency");  
23

24 **WHEREAS**, prior to the dissolution of the Former Agency, the Former Agency issued its  
25 Hemet Redevelopment Project Subordinate Tax Allocation Bonds, 1999 Series A (the "1999  
26 Bonds"), and its Hemet Redevelopment Project Tax Allocation Bonds, 2002 Series A (the "2002  
27 Bonds" and, together with the 1999 Bonds, the "Prior Bonds") in the respective initial aggregate  
28 principal amounts of \$9,150,000 and \$7,500,000 for the purpose of financing redevelopment  
29 activities;  
30

31 **WHEREAS**, Section 34177.5 authorizes the Successor Agency to issue refunding bonds  
32 pursuant to Article 11 (commencing with Section 53580) of Chapter 3 of Part 1 of Division 2 of  
33 Title 5 of the Government Code (the "Refunding Law") for the purpose of achieving debt service  
34 savings within the parameters set forth in Section 34177.5(a)(1) (the "Savings Parameters");  
35

36 **WHEREAS**, to determine compliance with the Savings Parameters for purposes of the  
37 issuance by the Successor Agency of the Successor Agency to the Hemet Redevelopment  
38 Agency Hemet Redevelopment Project Tax Allocation Refunding Bonds, Series 2014 (the  
39 "Refunding Bonds"), the Successor Agency has requested the financial advisor for the Authority  
40 Bonds (as defined below), C.M. de Crinis & Co., Inc. (the "Financial Advisor"), to prepare an  
41 analysis of the potential savings that will accrue to the Successor Agency and to applicable  
42 taxing entities as a result of the use of the proceeds of the Refunding Bonds to repay the Prior  
43 Bonds and, thereby, to refund the Prior Bonds (the "Debt Service Savings Analysis");  
44

45 **WHEREAS**, the Successor Agency wishes at this time to approve the issuance of the

1 Refunding Bonds and to approve the form of and authorize the execution and delivery of the  
2 Indenture of Trust, expected to be dated as of November 1, 2014, by and between the  
3 Successor Agency and MUFG Union Bank, N.A., as trustee, providing for the issuance of the  
4 Refunding Bonds (the "Indenture") and the Irrevocable Refunding Instructions to be delivered to  
5 U.S. Bank National Association, as trustee for the Prior Bonds, one each for the 1999 Bonds  
6 and the 2002 Bonds, each to be dated as of the date of the issuance and delivery of the  
7 Refunding Bonds (collectively, the "Refunding Instructions");

8  
9 **WHEREAS**, pursuant to Section 34179, an oversight board (the "Oversight Board") has  
10 been established for the Successor Agency;

11  
12 **WHEREAS**, the Successor Agency is now requesting that the Oversight Board approve  
13 the issuance of the Refunding Bonds pursuant to this Resolution and the Indenture;

14  
15 **WHEREAS**, the Successor Agency further requests that the Oversight Board make  
16 certain determinations described below on which the Successor Agency will rely in undertaking  
17 the refunding proceedings and the issuance of the Refunding Bonds;

18  
19 **WHEREAS**, the Agency has determined to sell the Refunding Bonds to the Riverside  
20 County Public Financing Authority (the "Authority") which will, in turn, issue its own bonds (the  
21 "Authority Bonds") that will be secured by the Refunding Bonds, and the Successor Agency will  
22 enter into a Local Obligation Purchase Contract (the "Authority Purchase Contract") in  
23 connection with the sale of the Refunding Bonds to the Authority; and

24  
25 **WHEREAS**, following approval by the Oversight Board of the issuance of the Refunding  
26 Bonds by the Successor Agency and upon submission of the Oversight Board Resolution to the  
27 California Department of Finance, the Authority and the Successor Agency will, with the  
28 assistance the Disclosure Counsel for the Authority Bonds and the Financial Advisor, cause to  
29 be prepared a form of Official Statement describing the Authority Bonds and the Refunding  
30 Bonds and containing material information relating to the Successor Agency and the Refunding  
31 Bonds, the preliminary form of which will be submitted to the Successor Agency for approval for  
32 distribution by the underwriter of the Authority Bonds to persons and institutions interested in  
33 purchasing the Authority Bonds;

34  
35 **NOW, THEREFORE, BE IT RESOLVED** by the City Council of the City of Hemet,  
36 serving as the SUCCESSOR AGENCY to the dissolved Redevelopment Agency of the City of  
37 Hemet, as follows:

38  
39 1. Determination of Savings. The Successor Agency has determined that there are  
40 significant potential savings available to the Successor Agency and to applicable taxing entities  
41 in compliance with the Savings Parameters by the issuance by the Successor Agency of the  
42 Refunding Bonds to provide funds to refund and defease the Prior Bonds, all as evidenced by  
43 the Debt Service Savings Analysis on file with the City Clerk (the "City Clerk") of the Successor  
44 Agency, which Debt Service Savings Analysis is hereby approved.

1           2.     Approval of Issuance of the Bonds. The Successor Agency hereby authorizes  
2 and approves the issuance of the Refunding Bonds under the Law and the Refunding Law in  
3 the aggregate principal amount of not to exceed \$13,000,000, provided that the Refunding  
4 Bonds are in compliance with the Savings Parameters at the time of sale and delivery.  
5

6           3.     Approval of Indenture. The Successor Agency hereby approves the Indenture  
7 prescribing the terms and provisions of the Refunding Bonds and the application of the  
8 proceeds of the Refunding Bonds. Each of the Mayor, the City Manager, the Deputy City  
9 Manager and Director of Administrative Services or the Community Investment Officer of the  
10 City of Hemet (each, an "Authorized Officer"), is hereby authorized and directed to execute and  
11 deliver, and the City Clerk, is hereby authorized and directed to attest to, the Indenture for and  
12 in the name and on behalf of the Successor Agency, in substantially the form on file with the  
13 City Clerk, with such changes therein, deletions therefrom and additions thereto as the  
14 Authorized Officer executing the same shall approve, such approval to be conclusively  
15 evidenced by the execution and delivery of the Indenture. The Successor Agency hereby  
16 authorizes the delivery and performance of the Indenture.  
17

18           4.     Approval of Refunding Instructions. The forms of the Refunding Instructions on  
19 file with the City Clerk are hereby approved and the Authorized Officers are, each acting alone  
20 hereby authorized and directed, for and in the name and on behalf of the Successor Agency, to  
21 execute and deliver the Refunding Instructions. The Successor Agency hereby authorizes the  
22 delivery and performance of its obligations under the Refunding Instructions.  
23

24           5.     Oversight Board Approval of the Issuance of the Bonds. The Successor Agency  
25 hereby requests the Oversight Board as authorized by Section 34177.5(f) and Section 34180 to  
26 approve the issuance of the Refunding Bonds pursuant to Section 34177.5(a)(1) and this  
27 Resolution and the Indenture.  
28

29           6.     Determinations by the Oversight Board. The Successor Agency requests that  
30 the Oversight Board make the following determinations upon which the Successor Agency will  
31 rely in undertaking the refunding proceedings and the issuance of the Refunding Bonds:  
32

33           (a)     The Successor Agency is authorized, as provided in Section 34177.5(f), to  
34 recover its costs related to the issuance of the Refunding Bonds from the proceeds of the  
35 Refunding Bonds, including the cost of reimbursing the City for administrative staff time spent  
36 with respect to the authorization, issuance, sale and delivery of the Refunding Bonds;  
37

38           (b)     The application of proceeds of the Refunding Bonds by the Successor Agency to  
39 the refunding and defeasance of the Prior Bonds, as well as the payment by the Successor  
40 Agency of costs of issuance of the Refunding Bonds, as provided in Section 34177.5(a), shall  
41 be implemented by the Successor Agency promptly upon sale and delivery of the Refunding  
42 Bonds, notwithstanding Section 34177.3 or any other provision of law to the contrary, without  
43 the approval of the Oversight Board, the California Department of Finance, the Riverside County  
44 Auditor-Controller or any other person or entity other than the Successor Agency;  
45

1 (c) The Successor Agency shall be entitled to receive its full Administrative Cost  
2 Allowance under Section 34181(a)(3) without any deductions with respect to continuing costs  
3 related to the Refunding Bonds, such as trustee's fees, auditing and fiscal consultant fees and  
4 continuing disclosure and rating agency costs (collectively, "Continuing Costs of Issuance"), and  
5 such Continuing Costs of Issuance shall be payable from property tax revenues pursuant to  
6 Section 34183. In addition and as provided by Section 34177.5(f), if the Successor Agency is  
7 unable to complete the issuance of the Refunding Bonds for any reason, the Successor Agency  
8 shall, nevertheless, be entitled to recover its costs incurred with respect to the refunding  
9 proceedings from such property tax revenues pursuant to Section 34183 without reduction in its  
10 Administrative Cost Allowance.

11  
12 7. Filing of Debt Service Savings Analysis and Resolution. The City Clerk is hereby  
13 authorized and directed to file the Debt Service Savings Analysis, together with a certified copy  
14 of this Resolution, with the Oversight Board, and, as provided in Section 34180(j) with the  
15 Riverside County Administrative Officer, the Riverside County Auditor-Controller and the  
16 California Department of Finance.

17  
18 8. Sale of Refunding Bonds; Sale of the Authority Bonds. The Successor Agency  
19 hereby approves the Authority Purchase Contract. The Authorized Officers, each acting alone,  
20 are hereby authorized and directed to execute and deliver the Authority Purchase Contract for  
21 and in the name and on behalf of the Successor Agency, in substantially the form on file with  
22 the City Clerk, with such changes therein, deletions therefrom and additions thereto as the  
23 Authorized Officer executing the same shall approve, such approval to be conclusively  
24 evidenced by the execution and delivery of the Authority Purchase Contract. The Successor  
25 Agency hereby authorizes the delivery and performance of its obligations under the Authority  
26 Purchase Contract.

27  
28 The Successor Agency hereby approves the sale of the Authority Bonds to the Citigroup  
29 Global Markets Inc. (the "Underwriter"), pursuant to a Bond Purchase Agreement (the  
30 "Purchase Agreement") between the Underwriter's and the Authority, and the Authorized  
31 Officers are hereby authorized and directed to provide such information to the Underwriter as it  
32 requests in connection with the marketing of the Refunding Bonds, and to provide such  
33 representations and warranties as is customary in connection with the issuance of bonds such  
34 as the Refunding Bonds, including by executing the Successor Agency's Letter of  
35 Representations substantially in the form attached to the Purchase Agreement.

36  
37 9. Issuance of Refunding Bonds in Whole or in Part. It is the intent of the Successor  
38 Agency to sell and deliver the Refunding Bonds in whole, provided that there is compliance with  
39 the Savings Parameters. However, the Successor Agency will initially authorize the sale and  
40 delivery of the Refunding Bonds in whole or, if such Savings Parameters cannot be met with  
41 respect to the whole, then in part; provided that the Refunding Bonds so sold and delivered in  
42 part are in compliance with the Savings Parameters. The sale and delivery of the Refunding  
43 Bonds in part will in each instance provide sufficient funds only for the refunding of that portion  
44 of the Refunding Bonds that meet the Savings Parameters. In the event the Refunding Bonds  
45 are initially sold in part, the Successor Agency intends to sell and deliver additional parts of the

1 Refunding Bonds without the prior approval of the Oversight Board provided that in each such  
2 instance the Refunding Bonds so sold and delivered in part are in compliance with the Savings  
3 Parameters.  
4

5 10. Municipal Bond Insurance and Surety Bonds. The Authorized Officers, each acting  
6 alone, are hereby authorized and directed to take all actions necessary to obtain a municipal  
7 bond insurance policy for the Authority Bonds and reserve account surety bonds for the  
8 Refunding Bonds from a municipal bond insurance company if it is determined, upon  
9 consultation with C.M. de Crinis & Co. Inc., the Financial Advisor to the Authority and the  
10 Successor Agency and the Underwriter, that such municipal bond insurance policy and/or surety  
11 bonds will reduce the true interest costs with respect to the Authority Bonds and the Successor  
12 Agency Bonds  
13

14 11. Approval of the Continuing Disclosure Agreement. The form of the Continuing  
15 Disclosure Agreement on file with the City Clerk is hereby approved and the Authorized  
16 Officers, each acting alone, are hereby authorized and directed, for and in the name and on  
17 behalf of the Successor Agency, to execute and deliver the Continuing Disclosure Agreement.  
18 The Successor Agency hereby authorizes the delivery and performance of its obligations under  
19 the Continuing Disclosure Agreement.  
20

21 12. Approval of Official Statement. Following approval by the Oversight Board of the  
22 issuance of the Refunding Bonds by the Successor Agency and upon submission of the  
23 Oversight Board Resolution to the California Department of Finance, the Authority and the  
24 Successor Agency will, with the assistance their Disclosure Counsel and the Financial Advisor,  
25 cause to be prepared a form of Official Statement describing the Authority Bonds and the  
26 Refunding Bonds and containing material information relating to the Successor Agency and the  
27 Refunding Bonds, the preliminary form of which will be submitted to the Successor Agency for  
28 approval for distribution by the Underwriter to persons and institutions interested in purchasing  
29 the Authority Bonds.  
30

31 13. Official Actions. The Authorized Officers and any and all other officers of the  
32 Successor Agency are hereby authorized and directed, for and in the name and on behalf of the  
33 Successor Agency, to do any and all things and take any and all actions, which they, or any of  
34 them, may deem necessary or advisable in obtaining the requested approvals by the Oversight  
35 Board and the California Department of Finance and in the issuance, sale and delivery of the  
36 Refunding Bonds. Whenever in this Resolution any officer of the Successor Agency is directed  
37 to execute or countersign any document or take any action, such execution, countersigning or  
38 action may be taken on behalf of such officer by any person designated by such officer to act on  
39 his or her behalf in the case such officer is absent or unavailable.  
40

41 14. Effective Date. This Resolution shall take effect immediately upon its adoption.  
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**PASSED, APPROVED AND ADOPTED** at a regular meeting of the Successor Agency to the Hemet Redevelopment Agency, at a regular meeting held on this 26th day of August, 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 Successor Agency to the Hemet Redevelopment Agency and was passed at a regular meeting of Successor Agency to the Hemet Redevelopment Agency on the 26<sup>th</sup> day of August, 2014 by the following vote:

**AYES:**  
**NOES:**  
**ABSTAIN:**  
**ABSENT:**

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



C.M. de CRINIS & CO., INC.

## MEMORANDUM

**To: Successor Agency to the Redevelopment Agency of the City of Hemet**

**Date: August 13, 2014**

**From: C.M.de Crinis - Financial Advisor to the County of Riverside Public  
Financing Authority Tax Allocation Bonds Refunding Program**

**RE: Bond Refunding Plan**

---

### Introduction

As a result of ABx1 26 and the California Supreme Court decision in the Matosantos case challenging the constitutionality of AB 26, all redevelopment agencies in the State were dissolved as of February 1, 2012, including the Redevelopment Agency of the City of Hemet (the “Redevelopment Agency”), and successor agencies to the former redevelopment agencies were designated to expeditiously wind down the affairs of the former redevelopment agencies. The City of Hemet (the “City”) acts as successor agency to the Redevelopment Agency (the “Successor Agency”).

The primary provisions enacted by ABx1 26 relating to the dissolution and wind down of former redevelopment agency affairs are codified in Parts 1.8 (commencing with Section 34161) and 1.85 (commencing with Section 34170) of Division 24 of the Health and Safety Code of the State, as amended on June 27, 2012 by Assembly Bill No. 1484 (“AB 1484”), enacted as Chapter 26, Statutes of 2012 (as amended from time to time, the “Dissolution Act”).

Refunding Bonds under the Dissolution Act - Section 34177.5 of the Health & Safety Code, which was added to the Dissolution Act by AB 1484, authorizes the Successor Agency to issue bonds for the purpose of refunding outstanding tax allocation bonds of the Redevelopment Agency or the Successor Agency to provide debt service savings

provided that (A) the total interest cost to maturity on the refunding bonds plus the principal amount of the refunding bonds does not exceed the total remaining interest cost to maturity on the bonds to be refunded plus the remaining principal of the bonds to be refunded, and (B) the principal amount of the refunding bonds does not exceed the amount required to defease the refunded bonds, to establish customary debt service reserves, and to pay related costs of issuance. If the foregoing conditions are satisfied, the initial principal amount of the refunding bonds may be greater than the outstanding principal amount of the bonds to be refunded.

Section 34177.5(h) of the Dissolution Act requires the Successor Agency to make diligent efforts to ensure that the lowest long-term cost financing is obtained, and requires the successor agency to make use of an independent financial advisor in developing financing proposals and to make the work products of the financial advisor available to the Department of Finance at its request.

This report is written by C.M. de Crinis & Co. Inc, which has been engaged as the independent financial advisor to the County of Riverside Public Financing Authority's Tax Allocation Bond Refunding Program (the "County Program"), to analyze the possible refunding of the Successor Agency's outstanding bonds. The bonds that are candidates for refunding are listed herein.

### **Overview of Bond Refunding Plan**

On July 29, 2014 the Successor Agency Board elected to participate in the Riverside County's Refunding Program. Successor Agency staff and the Program's financing team have identified two (2) Series of Bonds totaling \$12,355,000 that are refunding candidates (the "Bonds") in its Hemet Redevelopment Project Area. The refunding plan is to consolidate the two refundings and to issue a single series of refunding bonds. (the "Refunding Bonds").

Under the County Program, the Successor Agency plans to redeem and refund all of the bonds that produce acceptable net present value savings. The Refunding Bonds will be secured by a tax increment pledge. Section 34177.5(g) also provides that any refunding bonds shall be secured by a pledge of, and lien on, and shall be repaid from moneys deposited from time to time in the Successor Agency's Redevelopment Property Tax Trust Fund. The refunding bonds will be the only bonds outstanding in the Project Area or outstanding by the Successor Agency.

The Refunding Bonds will be purchased by the Riverside County Public Financing Authority (the "Authority"). The Authority will simultaneously issue Authority Tax Allocation Revenue Bonds underwritten by negotiated sale provided savings are determined to be sufficient by the Successor Agency and the County. If savings are insufficient the Successor Agency may forgo or delay the refinancing. The Successor Agency and Riverside County Staff has determined a minimum net combined present value target of at or near 3% of the principal bonds refunded. The Refunding Bonds can be repaid at any time upon 30 day notice and are treated as a current refunding under Federal Tax Law.



### **Outstanding Project Area Bonds – Refunding Candidates**

The Redevelopment Agency previously issued the following outstanding bonds in the Hemet Project Area.

1. \$9,510,000 Redevelopment Agency of the City of Hemet, Hemet Redevelopment Project, Tax Allocation Bonds 1999 Series A. These bonds have a final maturity date of September 15, 2028 and were first callable 9/15/2010. A total of \$6,300,000 in Bonds will be outstanding and refundable at the time of the bond sale.
2. \$7,500,000 Redevelopment Agency of the City of Hemet, Hemet Redevelopment Project, Tax Allocation Bonds 2002 Series A. These bonds have a final maturity date of September 15, 2031 and were first callable at par 9/15/2012. A total of \$6,055,000 in Bonds will be outstanding and refundable at the time of the bond sale.

### **Bond Structure and Credit Considerations**

The Refunding Bonds will refund all the outstanding 1999 Series A Bonds and all the outstanding 2002 Series A Bonds. The \$10,390,000 (total proceeds including premium total \$11,841,083) in Refunding Bonds will be the only bonds outstanding in the Project Area and the only bonds outstanding by the Successor Agency. For ease of administration the principal repayment dates of the Refunding Bonds will be moved up from September 15 to September 1 with the final principal repayment date of September 1, 2031. The final repayment date of the existing bonds is September 15, 2031. The Refunding Bonds will be structured to assure that savings will be proportional in each year. The Refunding Bonds will be closed to the issuance of additional bonds, other than refunding bonds.

Given the existing project area characteristics and the high post dissolution debt service coverage it has been determined by the County's Program advisor and Underwriter that the refunding should qualify for bond insurance and a new bond debt service reserve fund surety policy. The outstanding bond reserve funds are cash funded. The proposed use of a bond debt service reserve surety policy will reduce the size of the Refunding Bonds by \$1.1 million, lower debts service by eliminating the negative carry cost on a new bond reserve fund and increase the cash flow residual available to tax entities.

The structure of the Refunding Bonds will also eliminate the segregation of housing set aside amounts. The elimination of the housing set aside requirement by the Dissolution Legislation provides strong additional coverage to the Successor Agency's bonds.

It is expected that the Series 2014 Authority Bonds will received a rating from Standard & Poor's of "A" or "A-" based on the project area characteristics, increased debt service coverage of 4 to 1 and term. The current rating on the 1999 Series A and 2002 Series A Bonds is an S&P "A-". It is expected that bond insurance will be available from Assured



Guaranty Mutual or Build America Mutual increasing the rating to the “AA” category by S&P. No Moody’s or Fitch Rating will be applied for.

<u>BOND REFUNDING CANDIDATES</u>	<u>1999 Series A</u>	<u>2002 Series A</u>	<u>Total</u>
Par Amount Outstanding	\$ 6,300,000	\$ 6,055,000	\$ 12,355,000
Average Coupon - Interest Rate	4.78%	5.13%	
Final Maturity	9/15/2028	9/15/2031	
Average Life of Bonds	8.05	11.924	
Refunded Debt Service	\$ 8,792,688	\$ 9,827,587	\$ 18,620,275
Est. Refunded NET Debt Service (1)	\$ 8,015,746	\$ 9,222,531	\$ 17,238,277

<u>SERIES 2014 REFUNDING BONDS</u>	<u>Series 2014</u>
	<u>Bonds</u>
Par Amount plus Premium (2)	\$ 10,390,000
Par Amount plus Premium	\$ 11,841,083
Final Maturity	9/1/2031
Average Life	9.95
True Interest Cost (TIC)	3.24%
Refunding Debt Service	\$ 15,379,212

<u>DEBT SERVICE SAVINGS</u>	<u>Net Savings (1)</u>
Est. Total Cash Flow Savings	\$ 1,856,065
Average Annual Cash Flow Savings	\$ 109,180
Average Annual Cash Flow Savings through 2027	\$ 171,672
Present Value (PV) Total Cashflow Savings (1)	\$ 1,584,070
Net Present Value Savings Refunding Bonds	\$ 1,588,799
PV Savings as % of Bonds Refunded	12.85%

1. Net savings are calculated after application of estimated reserve fund interest on 1999 & 2002 bonds assuming 1.68% ( 5 yr Treasury) and payment of final debt service payment in 2028 and 2031. Current investment earnings are .05%.

2. Reserve Fund Surety proposed for Refunding Bonds. Reserve fund amounts of \$1.1 million from 1999 & 2002 Bonds applied to Refunding Bonds.



<u>Bond Year End</u>	<u>1999 Series A</u>		<u>2002 Series A</u>		<u>Series 2014</u>		<u>Estimated</u>	
	<u>Bonds DS</u>	<u>Debt Service</u>	<u>Refunding Bonds</u>	<u>DS</u>	<u>Gross Annual</u>	<u>Receipts from</u>	<u>Net Annual</u>	
					<u>Savings (1)</u>	<u>1999 &amp; 2002</u>	<u>Savings</u>	
						<u>Reserve Fund</u>		
9/1/2015	\$ 626,428	\$ 457,475	\$ 929,313	\$ 154,590	\$ 14,615	\$ 139,975		
9/1/2016	\$ 626,640	\$ 465,725	\$ 898,800	\$ 193,565	\$ 18,526	\$ 175,039		
9/1/2017	\$ 626,000	\$ 463,094	\$ 895,900	\$ 193,194	\$ 18,526	\$ 174,667		
9/1/2018	\$ 628,783	\$ 465,019	\$ 898,300	\$ 195,501	\$ 18,526	\$ 176,975		
9/1/2019	\$ 630,595	\$ 466,244	\$ 904,900	\$ 191,939	\$ 18,526	\$ 173,412		
9/1/2020	\$ 626,438	\$ 461,744	\$ 895,500	\$ 192,681	\$ 18,526	\$ 174,155		
9/1/2021	\$ 626,450	\$ 466,994	\$ 900,750	\$ 192,694	\$ 18,526	\$ 174,167		
9/1/2022	\$ 630,488	\$ 466,494	\$ 904,500	\$ 192,481	\$ 18,526	\$ 173,955		
9/1/2023	\$ 628,306	\$ 465,494	\$ 901,750	\$ 192,050	\$ 18,526	\$ 173,524		
9/1/2024	\$ 630,150	\$ 468,994	\$ 907,750	\$ 191,394	\$ 18,526	\$ 172,867		
9/1/2025	\$ 626,400	\$ 466,438	\$ 902,000	\$ 190,838	\$ 18,526	\$ 172,311		
9/1/2026	\$ 626,700	\$ 468,369	\$ 900,000	\$ 195,069	\$ 18,526	\$ 176,542		
9/1/2027	\$ 630,813	\$ 469,531	\$ 906,500	\$ 193,844	\$ 18,526	\$ 175,317		
9/1/2028	\$ 628,500	\$ 464,925	\$ 901,000	\$ 192,425	\$ 649,339	\$ (456,914)		
9/1/2029	\$ -	\$ 1,104,806	\$ 909,000	\$ 195,806	\$ 7,929	\$ 187,878		
9/1/2030	\$ -	\$ 1,101,119	\$ 909,750	\$ 191,369	\$ 7,929	\$ 183,440		
9/1/2031	\$ -	\$ 1,105,125	\$ 913,500	\$ 191,625	\$ 479,872	\$ (288,247)		
<b>Total</b>	<b>\$ 8,792,689</b>	<b>\$ 9,827,588</b>	<b>\$ 15,379,213</b>	<b>\$ 3,241,064</b>	<b>\$ 1,381,999</b>	<b>\$ 1,859,065</b>		

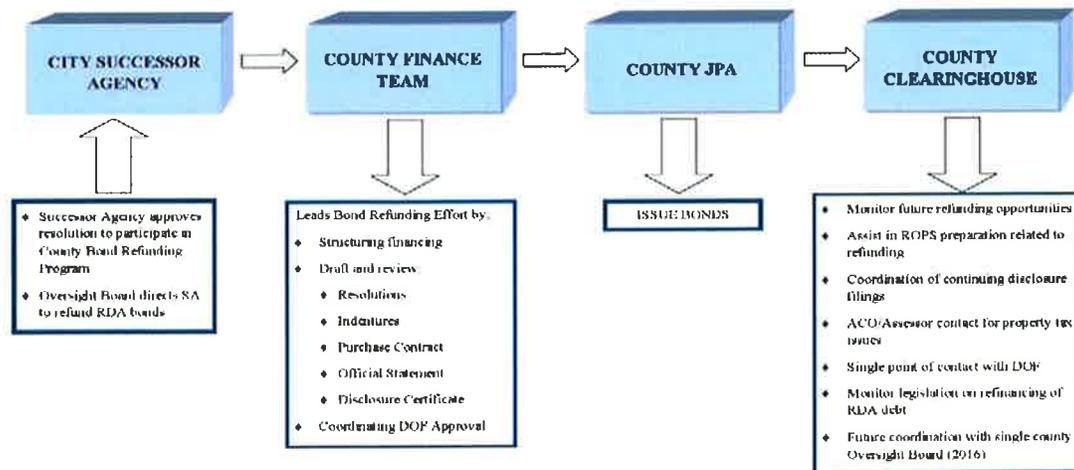
1. Direct nominal Bond Savings. Does not reflect investment earnings on prior bond reserve funds or application of prior bond reserve funds to final bond payments in 2028 and 2031

2. Reflects annual interest earnings on the 1999 and 2002 series Bond Reserve Fund estimated at 1.68 % (5 yr treasury) and application of bond reserve fund. Current yield is under .05%

## Underwriting and Issuance

Under the County of Riverside Tax Allocation Bond Refunding Program the Successor Agency's Bonds will be sold to the Riverside County Public Financing Authority, a joint powers authority pursuant to the Marks-Roos Local Bond Pooling Act (Article 4 (commencing with Section 6584) of Chapter 5 of Division 7 of Title 1 of the Government Code). The Authority will simultaneously issue its Tax Allocation Revenue Bonds to fund the purchase of the Successor Agency's Bonds. This is a common structure and has been used in the past by the County Public Financing Authority for the County Redevelopment Agency's own project area bond issues. The structure was also recently approved by the California Department of Finance as part of the Authority's Indian Wells Successor Agency Refunding in April of 2014 and has been used by the County of Los Angeles in its pooled refinancing program. There has been strong market acceptance in the past for this structure and over \$600 million in County Tax Allocation Bond have been issued this way. In addition to expected strong market acceptance, participating in the County Program will help streamline administration of the refunding issue over time.





### Process and Timing

We anticipate having the Successor Agency approve the financing documents on August 26, 2014 and the Oversight Board approve the financing documents on August 27, 2014. Assuming timely approvals from the State Department of Finance, the Successor Agency and the Authority anticipate issuing the Refunding Bonds in November of 2014.

### Allocation of Savings

It is expected that reductions in annual debt service will be allocated by the County Auditor to the appropriate taxing entities as part of the ROPS process. Below is a breakdown.

<u>Benefiting Entities</u>	<u>Apportionment Share</u>	<u>PV Savings</u>	<u>Average Annual</u>	<u>Annual to 2027</u>
City of Hemet	0.1409	\$ 223,911	\$ 15,387	\$ 24,194
County of Riverside	0.2870	\$ 455,917	\$ 31,330	\$ 49,263
Hemet Unified	0.3507	\$ 557,169	\$ 38,288	\$ 60,203
ERAF	0.0000	\$ -	\$ -	\$ -
Mt San Jacinto Junior College	0.0404	\$ 64,113	\$ 4,406	\$ 6,928
San Jacinto Basin Resource Cons	0.0002	\$ 360	\$ 25	\$ 39
Riv Co Office of Ed	0.0417	\$ 66,182	\$ 4,548	\$ 7,151
Riv Co Office of Ed	0.0000	\$ -	\$ -	\$ -
Flood Control Adm	0.0027	\$ 4,326	\$ 297	\$ 467
Flood Control zone 4	0.0449	\$ 71,312	\$ 4,900	\$ 7,705
San Jacinto Valley Cemetery	0.0052	\$ 8,322	\$ 572	\$ 899
Valley Wide Park & Rec	0.0166	\$ 26,444	\$ 1,817	\$ 2,857
Eastern Municipal Water	0.0507	\$ 80,477	\$ 5,530	\$ 8,696
<u>Eastern Municipal Water Imp Distr</u>	<u>0.0190</u>	<u>\$ 30,265</u>	<u>\$ 2,080</u>	<u>\$ 3,270</u>
<b>TOTAL</b>	<b>100.00%</b>	<b>\$1,588,799</b>	<b>\$ 109,180</b>	<b>\$ 171,672</b>

1. Estimated. Final savings will depend on market conditions of time of sale.

2. Reflects apportionment of 1% property tax rate. Total may not add to exactly 1% due to rounding.





SOURCES AND USES OF FUNDS

Riverside County Public Financing Authority  
Hemet Redevelopment Agency  
2014 Tax Allocation Refunding Bonds

Sources:	Refunding of Hemet RDA - Series 1999A	Refunding of Hemet RDA - Series 2002A	Total
<b>Bond Proceeds:</b>			
Par Amount	5,225,000.00	5,165,000.00	10,390,000.00
Premium	738,531.25	712,552.10	1,451,083.35
	<u>5,963,531.25</u>	<u>5,877,552.10</u>	<u>11,841,083.35</u>
<b>Other Sources of Funds:</b>			
Existing Reserve Funds	630,812.50	471,943.17	1,102,755.67
	<u>6,594,343.75</u>	<u>6,349,495.27</u>	<u>12,943,839.02</u>
<b>Uses:</b>			
<b>Refunding Escrow Deposits:</b>			
Cash Deposit	6,363,634.70	6,119,911.39	12,483,546.09
<b>Delivery Date Expenses:</b>			
Cost of Issuance	125,721.85	124,278.15	250,000.00
Underwriter's Discount	31,350.00	30,990.00	62,340.00
Bond Insurance	58,005.09	57,339.00	115,344.09
Surety Policy	14,020.19	13,859.19	27,879.38
	<u>229,097.13</u>	<u>226,466.34</u>	<u>455,563.47</u>
<b>Other Uses of Funds:</b>			
Additional Proceeds	1,611.92	3,117.54	4,729.46
	<u>6,594,343.75</u>	<u>6,349,495.27</u>	<u>12,943,839.02</u>

Notes:

Preliminary - Subject to Change

Assumes A- underlying ratings

Assumes \$471,943.17 is available in existing Series 2002A debt service reserve fund

Assumes \$630,812.50 is available in existing Series 1999A debt service reserve fund

Assumes existing reserve funds earn 1.68% through maturity

Assumes insurance at a cost of 0.75% of debt service

Assumes surety cost of 3% of reserve requirement

SUMMARY OF REFUNDING RESULTS

Riverside County Public Financing Authority  
Hemet Redevelopment Agency  
2014 Tax Allocation Refunding Bonds

	Refunding of Hemet RDA - Series 1999A	Refunding of Hemet RDA - Series 2002A	Total
Dated Date	12/01/2014	12/01/2014	12/01/2014
Delivery Date	12/01/2014	12/01/2014	12/01/2014
Arbitrage Yield	2.970673%	2.970673%	2.970673%
Escrow Yield	-	-	-
Value of Negative Arbitrage	-	-	-
Bond Par Amount	5,225,000.00	5,165,000.00	10,390,000.00
True Interest Cost	2.878811%	3.513921%	3.246225%
Net Interest Cost	3.158694%	3.824488%	3.554176%
All-In TIC	3.396576%	3.899569%	3.686799%
Average Coupon	4.878127%	4.957145%	4.925064%
Average Life	7.872	11.650	9.750
Par amount of refunded bonds	6,300,000.00	6,055,000.00	12,355,000.00
Average coupon of refunded bonds	4.787729%	5.135163%	4.991780%
Average life of refunded bonds	8.053	11.924	9.950
PV of prior debt	7,157,353.68	7,392,627.68	14,549,981.36
Net PV Savings	723,324.33	865,475.28	1,588,799.61
Percentage savings of refunded bonds	11.481339%	14.293564%	12.859568%
Percentage savings of refunding bonds	13.843528%	16.756540%	15.291623%

SAVINGS

Riverside County Public Financing Authority  
Hemet Redevelopment Agency  
2014 Tax Allocation Refunding Bonds

Date	Prior Debt Service	Prior Receipts	Prior Net Cash Flow	Refunding Debt Service	Savings	Present Value to 12/01/2014 @ 2.9706733%
09/15/2015	1,083,902.50	14,615.19	1,069,287.31	929,312.50	139,974.81	138,290.54
09/15/2016	1,092,365.00	18,526.30	1,073,838.70	898,800.00	175,038.70	165,767.18
09/15/2017	1,089,093.75	18,526.30	1,070,567.45	895,900.00	174,667.45	160,540.65
09/15/2018	1,093,801.25	18,526.30	1,075,274.95	898,300.00	176,974.95	157,885.85
09/15/2019	1,096,838.75	18,526.30	1,078,312.45	904,900.00	173,412.45	150,143.06
09/15/2020	1,088,181.25	18,526.30	1,069,654.95	895,500.00	174,154.95	146,357.50
09/15/2021	1,093,443.75	18,526.30	1,074,917.45	900,750.00	174,167.45	142,079.83
09/15/2022	1,096,981.25	18,526.30	1,078,454.95	904,500.00	173,954.95	137,748.41
09/15/2023	1,093,800.00	18,526.30	1,075,273.70	901,750.00	173,523.70	133,384.45
09/15/2024	1,099,143.75	18,526.30	1,080,617.45	907,750.00	172,867.45	128,980.45
09/15/2025	1,092,837.50	18,526.30	1,074,311.20	902,000.00	172,311.20	124,802.87
09/15/2026	1,095,068.75	18,526.30	1,076,542.45	900,000.00	176,542.45	124,136.71
09/15/2027	1,100,343.75	18,526.30	1,081,817.45	906,500.00	175,317.45	119,652.80
09/15/2028	1,093,425.00	649,338.80	444,086.20	901,000.00	-456,913.80	-304,856.38
09/15/2029	1,104,806.25	7,928.64	1,096,877.61	909,000.00	187,877.61	120,907.80
09/15/2030	1,101,118.75	7,928.64	1,093,190.11	909,750.00	183,440.11	114,564.45
09/15/2031	1,105,125.00	479,871.81	625,253.19	913,500.00	-288,246.81	-176,316.02
	18,620,276.25	1,381,998.68	17,238,277.57	15,379,212.50	1,859,065.07	1,584,070.15

Savings Summary

PV of savings from cash flow	1,584,070.15
Plus: Refunding funds on hand	4,729.46
Net PV Savings	1,588,799.61

BOND PRICING

Riverside County Public Financing Authority  
Hemet Redevelopment Agency  
2014 Tax Allocation Refunding Bonds

Bond Component	Maturity Date	Amount	Rate	Yield	Price	Yield to Maturity	Call Date	Call Price	Premium (-Discount)
A- Rated Serial Bond:									
	09/01/2015	565,000	3.000%	0.260%	102.051	-	-	-	11,588.15
	09/01/2016	430,000	3.000%	0.520%	104.314	-	-	-	18,550.20
	09/01/2017	440,000	4.000%	0.870%	108.486	-	-	-	37,338.40
	09/01/2018	460,000	4.000%	1.200%	110.235	-	-	-	47,081.00
	09/01/2019	485,000	4.000%	1.560%	111.127	-	-	-	53,965.95
	09/01/2020	495,000	5.000%	1.880%	116.926	-	-	-	83,783.70
	09/01/2021	525,000	5.000%	2.160%	117.745	-	-	-	93,161.25
	09/01/2022	555,000	5.000%	2.430%	118.051	-	-	-	100,183.05
	09/01/2023	580,000	5.000%	2.600%	118.670	-	-	-	108,286.00
	09/01/2024	615,000	5.000%	2.760%	119.029	-	-	-	117,028.35
	09/01/2025	640,000	5.000%	2.900%	117.719 C	3.053%	09/01/2024	100.000	113,401.60
	09/01/2026	670,000	5.000%	3.040%	116.426 C	3.302%	09/01/2024	100.000	110,054.20
	09/01/2027	710,000	5.000%	3.120%	115.695 C	3.466%	09/01/2024	100.000	111,434.50
	09/01/2028	740,000	5.000%	3.210%	114.878 C	3.617%	09/01/2024	100.000	110,097.20
	09/01/2029	785,000	5.000%	3.290%	114.159 C	3.742%	09/01/2024	100.000	111,148.15
	09/01/2030	825,000	5.000%	3.360%	113.533 C	3.846%	09/01/2024	100.000	111,647.25
	09/01/2031	870,000	5.000%	3.430%	112.912 C	3.939%	09/01/2024	100.000	112,334.40
		10,390,000							1,451,083.35

Dated Date	12/01/2014	
Delivery Date	12/01/2014	
First Coupon	03/01/2015	
Par Amount	10,390,000.00	
Premium	1,451,083.35	
Production	11,841,083.35	113.966154%
Underwriter's Discount	-62,340.00	-0.600000%
Purchase Price	11,778,743.35	113.366154%
Accrued Interest	-	
Net Proceeds	11,778,743.35	

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SUMMARY OF BONDS REFUNDED

Riverside County Public Financing Authority  
Hemet Redevelopment Agency  
2014 Tax Allocation Refunding Bonds

Bond	Maturity Date	Interest Rate	Par Amount	Call Date	Call Price
Hemet RDA - Series 2002A:					
BOND	09/15/2015	4.500%	150,000.00	12/01/2014	100.000
	09/15/2016	4.625%	165,000.00	12/01/2014	100.000
	09/15/2017	4.750%	170,000.00	12/01/2014	100.000
	09/15/2018	4.875%	180,000.00	12/01/2014	100.000
	09/15/2019	5.000%	190,000.00	12/01/2014	100.000
	09/15/2020	5.000%	195,000.00	12/01/2014	100.000
	09/15/2021	5.000%	210,000.00	12/01/2014	100.000
	09/15/2022	5.000%	220,000.00	12/01/2014	100.000
	09/15/2023	5.000%	230,000.00	12/01/2014	100.000
	09/15/2031	5.250%	1,050,000.00	12/01/2014	100.000
TERM	09/15/2027	5.125%	1,055,000.00	12/01/2014	100.000
TERM02	09/15/2030	5.125%	2,240,000.00	12/01/2014	100.000
			6,055,000.00		
Hemet RDA - Series 1999A:					
BOND	09/15/2015	4.550%	325,000.00	12/01/2014	100.000
	09/15/2016	4.600%	340,000.00	12/01/2014	100.000
TERM	09/15/2019	4.850%	1,125,000.00	12/01/2014	100.000
TERM02	09/15/2023	4.875%	1,770,000.00	12/01/2014	100.000
TERM03	09/15/2028	4.750%	2,740,000.00	12/01/2014	100.000
			6,300,000.00		
			12,355,000.00		

SAVINGS

Riverside County Public Financing Authority  
Refunding of Hemet RDA - Series 1999A

Date	Prior Debt Service	Prior Receipts	Prior Net Cash Flow	Refunding Debt Service	Savings	Present Value to 12/01/2014 @ 2.9706733%
09/15/2015	626,427.50	8,360.37	618,067.13	539,362.50	78,704.63	77,564.29
09/15/2016	626,640.00	10,597.66	616,042.34	513,350.00	102,692.34	97,190.98
09/15/2017	626,000.00	10,597.66	615,402.34	514,800.00	100,602.34	92,391.87
09/15/2018	628,782.50	10,597.66	618,184.84	513,000.00	105,184.84	93,771.20
09/15/2019	630,595.00	10,597.66	619,997.34	515,800.00	104,197.34	90,147.66
09/15/2020	626,437.50	10,597.66	615,839.84	513,000.00	102,839.84	86,346.70
09/15/2021	626,450.00	10,597.66	615,852.34	511,500.00	104,352.34	85,056.08
09/15/2022	630,487.50	10,597.66	619,889.84	519,250.00	100,639.84	79,605.03
09/15/2023	628,306.25	10,597.66	617,708.59	515,750.00	101,958.59	78,291.68
09/15/2024	630,150.00	10,597.66	619,552.34	516,500.00	103,052.34	76,813.95
09/15/2025	626,400.00	10,597.66	615,802.34	511,250.00	104,552.34	75,658.76
09/15/2026	626,700.00	10,597.66	616,102.34	515,250.00	100,852.34	70,824.24
09/15/2027	630,812.50	10,597.66	620,214.84	518,000.00	102,214.84	69,680.13
09/15/2028	628,500.00	641,410.16	-12,910.16	514,500.00	-527,410.16	-351,630.16
	8,792,688.75	776,942.45	8,015,746.30	7,231,312.50	784,433.80	721,712.41

Savings Summary

PV of savings from cash flow	721,712.41
Plus: Refunding funds on hand	1,611.92
Net PV Savings	723,324.33

SAVINGS

Riverside County Public Financing Authority  
Refunding of Hemet RDA - Series 2002A

Date	Prior Debt Service	Prior Receipts	Prior Net Cash Flow	Refunding Debt Service	Savings	Present Value to 12/01/2014 @ 2.9706733%
09/15/2015	457,475.00	6,254.82	451,220.18	389,950.00	61,270.18	60,726.25
09/15/2016	465,725.00	7,928.64	457,796.36	385,450.00	72,346.36	68,576.20
09/15/2017	463,093.75	7,928.64	455,165.11	381,100.00	74,065.11	68,148.78
09/15/2018	465,018.75	7,928.64	457,090.11	385,300.00	71,790.11	64,114.65
09/15/2019	466,243.75	7,928.64	458,315.11	389,100.00	69,215.11	59,995.40
09/15/2020	461,743.75	7,928.64	453,815.11	382,500.00	71,315.11	60,010.79
09/15/2021	466,993.75	7,928.64	459,065.11	389,250.00	69,815.11	57,023.75
09/15/2022	466,493.75	7,928.64	458,565.11	385,250.00	73,315.11	58,143.38
09/15/2023	465,493.75	7,928.64	457,565.11	386,000.00	71,565.11	55,092.77
09/15/2024	468,993.75	7,928.64	461,065.11	391,250.00	69,815.11	52,166.49
09/15/2025	466,437.50	7,928.64	458,508.86	390,750.00	67,758.86	49,144.11
09/15/2026	468,368.75	7,928.64	460,440.11	384,750.00	75,690.11	53,312.47
09/15/2027	469,531.25	7,928.64	461,602.61	388,500.00	73,102.61	49,972.67
09/15/2028	464,925.00	7,928.64	456,996.36	386,500.00	70,496.36	46,773.78
09/15/2029	1,104,806.25	7,928.64	1,096,877.61	909,000.00	187,877.61	120,907.80
09/15/2030	1,101,118.75	7,928.64	1,093,190.11	909,750.00	183,440.11	114,564.45
09/15/2031	1,105,125.00	479,871.81	625,253.19	913,500.00	-288,246.81	-176,316.02
	9,827,587.50	605,056.23	9,222,531.27	8,147,900.00	1,074,631.27	862,357.74

Savings Summary

PV of savings from cash flow	862,357.74
Plus: Refunding funds on hand	3,117.54
Net PV Savings	865,475.28

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DISCLAIMER

Riverside County Public Financing Authority  
Hemet Redevelopment Agency  
2014 Tax Allocation Refunding Bonds

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2014 Tax Allocation Refunding Bonds

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#18

# MINUTES

## REGULAR MEETING OF THE HEMET CITY COUNCIL

August 12, 2014

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6:00 p.m.

City of Hemet Council Chambers  
450 E. Latham Avenue

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

*Please silence all cell phones*

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### Call to Order

Mayor Smith called the meeting to order at 6:04 p.m.

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### Roll Call

PRESENT: Council Member Krupa, Mayor Pro Tem Milne and Mayor Smith

ABSENT: Council Members Wright and Youssef

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

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### Work Study

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

1. Update on Watermaster Board – Behrooz Mortazavi, EMWD

**Behrooz Mortazavi, EMWD**, gave the City Council a powerpoint presentation regarding the Hemet-San Jacinto Watermaster. The Watermaster oversees the implementation of the Physical Solution defined by the Stipulated Judgment to achieve the optimum, reasonable, beneficial use of the waters in the management area.

**Council Member Youssef arrived at 6:06 p.m.**

A topographical map of the Hemet-San Jacinto Management Areas was displayed. The Watermaster participants are the City of Hemet, City of San Jacinto, Eastern Municipal Water District, Lake Hemet Municipal Water District and the Private Producers. Each participant has a member on the Governing Board. Watermaster is funded by Administrative Assessments and Replenishment Assessments. The Watermaster monitors river water diversions and production activities. A graph showing the Management Area demands for 2013 by source of water in acre feet was displayed. The 2013 demands by source and entity in acre feet were displayed. In 2013, the City of Hemet paid \$121,550 for Administrative Assessments. The 2013 activities funded by the Administrative Assessment were: In-Lieu Program Agreement; EMWD/Watermaster Support Agreement; office supplies and other direct cost; legal counsel contract; advisor contract; gravel pit de-silting; and Cone Penetrometer testing project. At the end of 2013, the City of Hemet has 4,298 AF of carry-over credits. In 2013, the Watermaster completed the following tasks: EMWD Support Services Agreement (Administrative Support Services, Water Resource Monitoring Program Support, Financial Administrative Support Services, 2013 Soboba Gravel Pit De-Silting, and IRRP Recharge Pond Area Geotechnical Evaluation); Interim General Counsel Services Agreement; Interim Advisor Services Agreement; Second Amendment of the Four-Agency Agreement Re: In-Lieu Project; First Amendment of the Phase I Facilities Agreement; and Watermaster Administrative Facilities Use

Agreement. In 2013, the Watermaster adopted 6 Resolutions. In 2014 the Watermaster proposed activities include: the In-Lieu Program Agreement; EMWD/Watermaster support services monitoring program support; Dewatering and De-Silting of the Soboba Gravel Pit Project; and ongoing organization operation and management services. Additional projects and activities for 2014 include: database/mapping application development and groundwater model development.

**Mayor Smith**, confirmed that the right to assess is based on court order. Mayor Smith also confirmed that the current assessments are per acre foot and charged annually. The draw down assessment will be based on the volume of water produced. Soboba has rights to 900,000 acre feet of water per year. Can Soboba sell their rights?

**Mr. Mortazavi**, there are very restrictive provisions in the agreement that allow them to sell or lease with water as long as it is used within the management area.

**Mayor Smith**, expressed concern with the dewatering and de-silting project and its funding.

**Mr. Mortazavi**, explained the process that will be conducted with the goal of allowing the pit to fill up with gravel. The project was funded by the Watermaster through its assessment as part of the reclamation plan set forth by the Tribe. Mr. Mortazavi explained the Soboba Tribes role in the Management Plan and the reason they do not participate on the Watermaster.

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## Closed Session

### Notice of Opportunity for Public Comment

There were no public comments presented at this time.

The City Council recessed to Closed Session at 6:42 p.m.

2. Conference with Labor Negotiators  
Pursuant to Government Code section 54957.6  
Agency designated representatives: City Manager Hill  
Employee organization:  
*Hemet Fire Fighters Association*  
*Service Employees International Union General Employees*
  
3. Conference with Legal Counsel - Existing Litigation  
Pursuant to Government Code section 54956.9(d)(1)  
Names of cases: *City of Hemet v. Robert A. Campbell, et al.*  
*RSC Case No. MCC 1400517*  
*and*  
*Randy M. Cordero v. Hemet Police Department, et al*  
*USDC Case No. 5:10-cv-01935-GHK-PJW*
  
4. Conference with Real Property Negotiators  
Pursuant to Government Code section 54956.8  
Property: APN: 456-050-013 and 022, Northwest corner of Sanderson and Stetson Avenues.  
Agency negotiator: City Manager Hill  
Negotiating parties: Michael Epstein, Epstein & Associates  
Under negotiation: Price and terms of potential sale or lease

## REGULAR SESSION

7:00 p.m.

City of Hemet City Council Chambers  
450 E. Latham Avenue

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### Call to Order

Mayor Smith called the meeting to order at 7:02 p.m

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### Roll Call

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

ABSENT: Council Member Wright

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

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

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### Invocation

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

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### Pledge of Allegiance

Pledge of Allegiance was led by John Jansons

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### City Attorney Closed Session Report

5. Conference with Labor Negotiators  
Pursuant to Government Code section 54957.6  
Agency designated representatives: City Manager Hill  
Employee organization:  
*Hemet Fire Fighters Association*  
*Service Employees International Union General Employees*

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

6. Conference with Legal Counsel - Existing Litigation  
Pursuant to Government Code section 54956.9(d)(1)  
Names of case: *City of Hemet v. Robert A. Campbell, et al.*  
*RSC Case No. MCC 1400517*  
*and*  
*Randy M. Cordero v. Hemet Police Department, et al*  
*USDC Case No. 5:10-cv-01935-GHK-PJW*

**The City Council received a status update on the two cases listed and gave direction to Legal Counsel. There was no addition reportable action.**

7. Conference with Real Property Negotiators  
Pursuant to Government Code section 54956.8  
Property: APN: 456-050-013 and 022, Northwest corner of Sanderson and Stetson Avenues.

Agency negotiator: City Manager Hill  
Negotiating parties: Michael Epstein, Epstein & Associates  
Under negotiation: Price and terms of potential sale or lease

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

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**Mayor Smith**, expressed sorrow for the loss of actor Robin Williams.

## **Presentations**

Item No. 9 was conducted first.

### **8. Project HOPE 1-Year Update**

**Chief Brown**, gave the City Council the first annual report for Project H.O.P.E. Chief Brown gave a report for the three original goals: I. Stabilize, Retain, Recruit Police Officers; II. Implement Creative Policing Measures; and III. Reduce Crime & Fear of Crime. The 3-year MOU has stopped the rumors regarding contracting out police services. The major rebuild of police facilities further strengthens that feeling. These actions have improved retention of experienced officers. It also increased the lateral officer applications and strengthened Hemet PD's image in the industry. Chief Brown showed the City Council a graph displaying lost and hired officers from 2012 to 2014. The trend of losing more officers was reversed by the actions of the City Council. It is projected that we will hire 12 new officers in 2014 and not lose any more officers due to instability. Chief Brown showed the City Council a graph displaying a 24% increase in officer initiated activity from January 2013 to May 2014, with a drastic increase after the implementation of Project H.O.P.E. The R.O.C.S. Team is fully staffed with two dedicated officers. The results are 34 separate arrests for prostitution. These efforts have effectively eliminated Florida Avenue as a prostitution track. If there are prostitutes on Florida Avenue they are a valley resident, not shipped in from other places to work Florida Avenue. We are not done and will not turn our back. The reality is that it is still taking place but not on our streets. The P.A.C.T. Team located and supervised by the City of Hemet. This team has successfully completed 357 compliance checks, conducted 4 valley-wide sweeps that resulted in 103 arrests and 17 seized weapons. The part-time investigators were tasked with to work on the City's homeless/vagrancy issues. They have worked closely with the other departments and the City Attorney's Office. The parks aren't where we want them and the weekly closure has resulted in a scatter effect. They are taking an effective case by case approach. 3 individuals were successfully relocated where there was a bed waiting for them. We are using the power of social media and technology like YourGOV, Nextdoor, and Facebook. The "Quality of Life" survey was an eye opener for me and used as our benchmark for the Fear of Crime. It is important that we reduce actual crime by attacking the issues that were identified as priorities. Crime rates are trending in the right direction. At some point we need to consider a follow-up survey. Results for property crime trends (January thru June 2013 to 2014): theft is down 13%; burglary is down 16%; and grand theft auto is down 29%. Violent crime trends (January thru June 2013 to 2014): assaults are down 21% and robbery is down 22%. We are not where we want to be. Our standard has always been that we document all crimes that we are made aware of. The Police Department will work to continue positive crime trends. It is our goal to achieve full authorized staffing during fiscal year 2014/15. We want to implement the community camera system and get moved into our new facility. The Department will complete and present to the City Council a 5-year Strategic Plan. The City Council agreed that program seemed very aggressive and unachievable. Chief Brown

and the Police Department have proven that with the resources and the support it could be done. The Council Members concurred that the Police Department is a priority and the City will continue to invest in the Police Department. Council members expressed their opinion on community and body cameras. The City Council and staff discussed the requirement for development to include cameras as a condition of approval. The City Council and staff also discussed "Nextdoor" and its contribution to the downward trends. The City Council and staff discussed the Department's current recruitment status. Chief Brown reiterated the goal of filling the Department's vacancies by the end of the year. There are currently 59 sworn officers, with several applicants in various phases of their background and 4 in the academy. The City Council will soon receive monthly updates on recruiting efforts.

9. Police Department's Annual Awards Presentation

**Chief Brown**, the employees were honored at the Police Department's Annual dinner. The employees of the year are nominated to a selection committee and chosen based upon the testimonies of their peers, subordinates and co-workers.

2013 Civilian Employee of the Year – Catherine Tipton, Public Safety Office Specialist

2013 Dispatcher of the Year - Adrian Ultsch, Lead Dispatcher

2013 Rookie of the Year – Officer Nicholas Figueroa

2013 Officer of the year – Officer Brian Cunningham

2013 Supervisor of the Year – Sergeant Nathan Miller

Life Saving Medal – Sergeant Michael Mouat

Police Star Award Recipients are:

Officer Lloyd Sanderson

Officer Daniel Cabellero

Officer Dean Benjamin

Officer Matthew Hiatt

Sergeant Randy Young

Certificates of Appreciation were presented to the Officers by the entire City Council.

**Alan Borders, representing Brian Nestande**, presented Certificates of Recognition to the Officers.

The City Council recessed briefly at 7:25 p.m.

Reconvened at 7:31 to No. 8

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## **City Council Business Consent Calendar**

10. **Receive and File** – Warrant Registers

- a. Warrant registers dated July 24, 2014-1 in the amount of \$1,131,918.76 and July 24, 2014-2 in the amount of \$2,017,563.14. Payroll for the period of July 7, 2014 to July 20, 2014 was \$629,602.24.

11. **Receive and File** – Investment Portfolio as of May 2014

12. **Recommendation by Public Works** – Award of Purchase Order for FY 14/15 Pipeline Materials Purchase
  - a. Award a purchase order to HD Waterworks of Perris in the amount of \$185,000 for annual Water Department pipeline and maintenance material purchases; and
  - b. Authorize the City Manager to execute the purchase order.
  
13. **Recommendation by Public Works** – Purchase of a Riding Lawn Mower for the Publics Works Department
  - a. Approve the purchase of a Toro Groundmaster riding mower from Turf Star of Bermuda Dunes, California, in the amount of \$58,828.67; and
  - b. Authorize the City Manager to approve Purchase Orders in support of purchase.
  
14. **Recommendation by Public Works** - Award of Funding from the City-County Payment Program for Fiscal Year 2013/2014 through the State of California Department of Recycling Resources and Recovery - Supplemental Appropriation
  - a. Accept funding award in the amount of \$21,366 from the State of California, Department of Recycling Resources and Recovery, through the 2013/2014 City/County Payment Program; and
  - b. Authorize the Interim Finance Director to record revenues to the Miscellaneous Recyclables (Account #553-0454) in the amount of \$21,366; and
  - c. Establish operating budget of \$21,366 in the Integrated Waste Management Fund 553-4500-2801 for miscellaneous litter abatement, the purchase of park/playground equipment manufactured from recycled materials and recycling bins.
  
15. **Purchase of Paramedic Monitor/Defibrillators** – Chief Bryan
  - a. Approve the purchase of five new “X Series” Monitor/Defibrillators from ZOLL Medical Corporation in the amount of \$153,884, and approve an annual maintenance/service agreement in the amount of \$1,150 per year for five units; and
  - b. Authorize the City Manager to approve Purchase Orders in support of purchase and annual maintenance/service agreement.

Item No. 15 was removed from the Consent Calendar. **Council Member Youssef moved and Council Member Krupa seconded a motion to approve the remaining Consent Calendar items. Motion carried 4-0.**

Item No. 15

**Mayor Smith**, expressed concern with the timing for this request. This City is in a process of RFP and don't know who will provide this service.

**Wally Hill, City Manager**, the City Council wants paramedic service regardless of who will provide the service. This equipment meets the specifications for Riverside County Fire and will be transferred. This equipment is necessary to train the City's current employees.

**Chief Bryan**, this equipment is important to move forward with the program and necessary to complete the training for the current employees. The equipment can be transferred to Riverside County Fire. If not purchased, there will be an additional handling charge to equipment vehicles to meet their specifications. The current employees that are paramedics

will be able to use the defibrillators as soon as they are credentialed with the County. The City Council expressed concern with the purchase at this time and asked if equipment for credentialing the employees can be borrowed from the County.

**Chief Bryan**, the County's equipment is mounted in their trucks. The County will charge the City for any equipment that needs to be purchased. This equipment is cost efficient and meets their specifications in the event of a transition.

**Mr. Hill**, confirmed that the proposal includes \$260,000 for one-time implementation costs, but does not know what is included.

**Council Member Youssef**, we know our trucks need this equipment and we need the program and there will be a cost either way. Council Member Youssef asked if the County has been contacted to confirm that this equipment will be transferred and confirm that the cost for this equipment is not included in one-time \$260,000.00 cost.

**Mr. Hill**, suggested that since this item is time sensitive that the City Council approve this item contingent upon staff confirming that the equipment is compatible, is not included in the one-time costs and that if not purchased the City will be charged for it.

**Council Member Youssef moved and Council Member Krupa seconded a motion to table this item to August 26, 2014 to obtain answers to the City Council's questions in writing. Motion carried 4-0.**

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## Approval of Minutes

- 16. July 8, 2014
- 17. July 22, 2014
- 18. July 26, 2014

**Council Member Youssef moved and Mayor Pro Tem Milne seconded a motion to approve the minutes as presented. Motion carried 4-0.**

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## Public Hearing

- 19. **Five Year Capital Improvement Plan (CIP)** – Engineering Director Biagioni
  - a. Conduct a public hearing; and
  - b. Adopt a resolution adopting the Five Year Capital Improvement Plan for Fiscal Years 2014/2015 to 2018/2019. **Resolution No. 4594**

**Jorge Biagioni, Engineering Director**, the Five Year CIP was prepared by the Engineering Department for review and adoption by the City Council. The CIP is a policy document and is intended for expenditures over \$50,000. Priorities and project are to be re-evaluated yearly to update the CIP. The proposed projects include: radios, laptops and servers upgrade; Downtown Hemet Specific Plan; roads, signals and paving projects; police and fire equipment; library improvements; and water, sewer and facilities improvements. The proposed CIP is in conformance with the City's adopted 2030 General Plan. The Planning Commission reviewed the CIP, on July 15, 2014, conducted a public hearing and unanimously found the plan to be consistent with the adopted General Plan. The City has analyzed and determined that the CIP is exempt from CEQA under section 1506(b)(3) of their guidelines. Each project is to be assessed individually to determine if there are potential environmental

impacts that need to be mitigated. For FY 2014/2015 there is a General Fund component of \$750,000 for the following projects: Citywide Technology Refresh - \$597,500; Emitters for Opticom activation - \$67,500; and PD On-person camera system - \$85,000. Staff is recommending that the City Council conduct a public hearing and adopt a resolution adopting the Five Year CIP.

**Mayor Smith declared the Public Hearing opened at 8:38 p.m.**

There were no public comments presented at this time.

**Mayor Smith declared the Public Hearing closed at 8:38 p.m.**

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

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## Discussion/Action Item

20. **Federal Government and Advocacy Update** – David Turch and Associates

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

**David Turch, Turch and Associates**, thanked the City Council for choosing their firm to represent the City as your Federal advocates in Washington, your confidence is appreciated. As promised when you entered into this relationship we will continue to work hard on your behalf. It is a team effort and your presence in Washington is appreciated and encouraged. Your ability to meet with legislatures and committees really does make a difference for Hemet.

**Chase Kroll, Turch and Associates**, we are honored to represent you in Washington DC. Mr. Kroll gave a brief overview of what's been going on and what's to come in Washington DC. Mr. Kroll explained that cities and counties face this lack of long term certainty with regards to federal funding. Mr. Kroll explained the documents that were provided to the City Council. Included in the folder is a Federal Advocacy Report that includes a list of grants that are of particular interest to Hemet. I have taken direction from your recent Strategic Planning Session and prepared a list of Federal Priorities for the City of Hemet. We recognize the importance of SR 79 for the City of Hemet and the need for funding. We need to partner with the Federal Government to make that happen. We will continue to watch for grants and loans. Public Safety is a priority for this Council and it was great to see that in full form tonight. We will continue to watch for money for public safety. There is money available for body cameras and we have seen success in other agencies such as Rialto with them. Army Corp of Engineers has water funding available, not sure how their new funding mechanism will work. Real energy is popular in Washington so funding is available for solar improvements. The Institute of Museums and Library Services has more money than you think, we need to be creative. Peg Funding is available for cities. Lastly, we can try to help build a consensus to assist the Soboba Tribe on land transfers. We encourage Council Members to come to Washington. We will come back with an update in January.

The City Council and Mr. Kroll discussed the need to find a way to allow Canadian Snowbirds to stay as long as they want.

**Mr. Turch**, Washington is very complicated, there are a number of ways to achieve the same objective.

The City Council concurred that funding for State Highway 79 is a priority.

The City Council recessed briefly at 9:03 p.m.

Reconvened at 9:10 p.m.

21. **Disposition Options for City-Owned Real Property** – Community Investment Director Jansons

- a. Provide direction on the disposition and marketing of City-owned properties.

**John Jansons, Community Investment Director**, gave the City Council a powerpoint presentation regarding options for city-owned property. On July 8, 2014, the City Council directed staff to proceed with the marketing and eventual sale of seven City-owned properties listed below:

- Vacant lot in Sierra Dawn North (669 Mariposa)
- "Sisk" Building – 410 Devonshire
- 302 E. Florida Avenue (NE corner of Carmalita
- 555 St. John Place
- 327 S. Taylor
- NW corner of Sanderson and Stetson (Site A)
- Domenigoni Parkway – Northside, near Simpson Road (Site B)

A map and detailed information regarding the two properties referred to as (Site A and Site B) was displayed. It is recommended that the City Council direct staff to proceed with one of the following options:

1. Selection a Commercial Brokerage Firm
2. Issue Request for Proposals/Qualifications for purchaser/developer, or
3. Hire a Real Estate Advisory Service to advise, market and transact sites

It is also recommended that the City Council direct staff to gauge development interest for Florida Avenue property via an ENA, RFP or RFQ process.

The City Council agreed that all of the properties except Sites A & B could be sold with a "For Sale" sign. The City Council discussed options for Site A & B.

**Mr. Jansons**, staff can work with a brokerage firm to market the properties under an RFP. The City Council can write the conditions of which responses will be accepted.

The City Council and staff discussed the zoning of the smaller properties. Zoning will be considered and possible changed prior to marketing the property. Some properties may require some clean up or demolition prior to marketing.

The City Council recommended that the City obtain someone with commercial expertise to assist with Sites A & B.

**Mr. Jansons**, all options include commission at the end of the transaction. Option 1 requires the least amount of staff time. Option 2 will require staff time and costs to prepare the RFP's and Qualifications. Option 3 is the most expensive option, and will require staff time to help prepare the report and to market the properties.

**Eric Vail, City Attorney**, recommended that the City Council consider obtaining a market analysis from a large national brokerage firm or a real estate analyst for Sites A & B. If you are going to assess an RFP or private/public partnership, you have to have a realistic view of the market.

**Council Member Youssef moved and Mayor Pro Tem Milne seconded a motion to approve Option 3 for Sites A & B and Option 1 for all other properties. Motion carried 4-0.**

22. **Stipends for Housing Authority Commissioners** – City Manager Hill

- a. Determine if the Housing Authority Commissioners should continue to receive meeting stipends.

**Mayor Smith**, suggested that the City Council consider eliminating the \$50.00 per meeting stipend to meet as the Hemet Housing Authority. Mayor Smith recommended that the City Council consider approving a stipend when a Special Meeting of the City Council is called.

**Eric Vail, City Attorney**, the City Council stipend is prescribed by law. The City Council can amend the stipend for the Hemet Housing Authority to pay only for Special Meetings of the Hemet Housing Authority.

**No direction was given at this time.**

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## **Communications from the Public**

**Keith Linton, Hemet**, expressed appreciation for Chief Brown. Mr. Linton recently moved to Hemet from Redlands and previously lived in Beaumont. Attended the Police Department's "Night Out" at Target and since then has seen Chief Brown out in the community. Mr. Linton thanked the Chief and the Police Officers for their involvement in the community it makes me want to get involved. Mr. Linton noted that more officers will encourage residents to shop locally. The complaints against police officers went down in Rialto after the officers wore cameras.

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## **City Council Reports**

### 23. CITY COUNCIL REPORTS AND COMMENTS

#### A. Council Member Krupa

##### 1. Traffic and Parking Commission

The Traffic and Parking Commission received an update on recently installed and planned signals.

##### 2. Riverside Conservation Authority (RCA)

##### 3. Ramona Bowl Association

The Summer Concert series was very successful. The opening performance of Zorro was Saturday, next two more performances August 16<sup>th</sup> and 23<sup>rd</sup>.

##### 4. Indian Gaming Distribution Fund

##### 5. Riverside Transit Agency (RTA)

RTA's Comprehensive Operational Analysis was released for its 60 day comment period.

##### 6. Watermaster Board

**Council Member Krupa**, attended the SCAG meeting, the main topic was the recapture of storm water to be used to recharge groundwater.

**Council Member Krupa**, attended the Tourism meeting, they are working with other businesses on a subscription plan so the program is not solely supported by the City's.

**Council Member Krupa**, attended Hemet Police Department Awards Dinner, a Memorial for Korean Veteran's, COPS Night Out at Target and a Prayer Group in Weston Park a couple of Sunday's ago.

#### 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)

**Council Member Youssef**, attended Prince of Peace's 35-year Birthday Celebration. Council Member Youssef was impressed to hear all that this church has given back to the City including the 911 Memorial.

- 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

**Mayor Pro Tem Milne**, attended the opening performance of Zorro. Saturday, August 16<sup>th</sup> is Tractor Supply Company's Grand Opening.

- E. Mayor Smith
  - 1. League of California Cities
  - 2. Riverside County Transportation Commission (RCTC)
  - 3. Western Riverside County of Governments (WRCOG)

Mayor Smith was appointed to WRCOG's "Borders Committee"

- 4. Public Safety Update
- 5. National League of Cities

**Direction to staff to remove "National League of Cities"**

- 6. Hemet Community Activities

**Mayor Smith**, attended the Prayer Day in Weston Park that was attended by 300 people.

**Mayor Smith**, attended a soft opening for the Tractor Supply Co. on Friday, August 15<sup>th</sup>, great facility.

- 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

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The City Council recessed to Closed Session at 9:53 p.m.

## Continued Closed Session

2. Conference with Labor Negotiators  
Pursuant to Government Code section 54957.6  
Agency designated representatives: City Manager Hill  
Employee organization:  
*Hemet Fire Fighters Association*  
*Service Employees International Union General Employees*
  
4. Conference with Real Property Negotiators  
Pursuant to Government Code section 54956.8  
Property: APN: 456-050-013 and 022, Northwest corner of Sanderson and Stetson Avenues.  
Agency negotiator: City Manager Hill  
Negotiating parties: Michael Epstein, Epstein & Associates  
Under negotiation: Price and terms of potential sale or lease

**Council Member Youssef recused and left at 10:45 p.m.**

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Reconvened at 10:49 p.m.

## City Attorney Continued Closed Session Report

5. Conference with Labor Negotiators  
Pursuant to Government Code section 54957.6  
Agency designated representatives: City Manager Hill  
Employee organization:  
*Hemet Fire Fighters Association*  
*Service Employees International Union General Employees*  
**City Council met with Legal Counsel regarding HFFA. There was no additional reportable action. The City Council did not discuss SEIU.**
  
6. Conference with Real Property Negotiators  
Pursuant to Government Code section 54956.8  
Property: APN: 456-050-013 and 022, Northwest corner of Sanderson and Stetson Avenues.  
Agency negotiator: City Manager Hill  
Negotiating parties: Michael Epstein, Epstein & Associates  
Under negotiation: Price and terms of potential sale or lease  
**The City Council gave direction to the Agency Negotiator. There was no additional reportable action.**

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## Future Agenda Items

The City Council confirmed with staff that a streamlined process is in place for subsequent park events. No future agenda item was necessary.

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## Adjournment

Adjourned at 10:15 p.m. to Tuesday, August 26, 2014 at 7:00 p.m.



## Staff Report

TO: Honorable Mayor and Members of the Hemet City Council

FROM: Wally Hill, City Manager *Wally Hill*  
Kristen Jensen, Public Works Director *KJ*

DATE: August 26, 2014

RE: Adoption of Resolution Bill No. 14-058 - Levy of Delinquent Solid Waste Hauling Fees and Charges for Calendar Year 2013

### **RECOMMENDED ACTION:**

It is respectfully recommended that the City Council:

- 1.) Conduct a Public Hearing to consider placement of Calendar Year 2013 Delinquent Solid Waste Collection Fees on to the Riverside County Property Tax Roll, and
- 2.) Address any objections or protests received, and
- 3.) Adopt Resolution Bill No. 14-058 titled:

**A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF HEMET, CALIFORNIA, CONFIRMING THE ANNUAL REPORT OF CALENDAR YEAR 2013 DELINQUENT SOLID WASTE HANDLING FEES AND AUTHORIZING THE LEVY OF SAID FEES AS A SPECIAL ASSESSMENT ON THE RIVERSIDE COUNTY PROPERTY TAX ROLL BILLING.**

### **BACKGROUND:**

The second amendment to the Exclusive Franchise Agreement for Comprehensive Refuse Services ("Second Amendment") with CR&R prohibits discontinuing residential refuse service, even where non-payment of a delinquency occurs. Residential customers who have not remitted required payment within one hundred twenty (120) days after the date of initial billing are notified by CR&R 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.

Pursuant to Government Code Sections 38790.1 and 2583, the City may place delinquent solid waste handling service fees and charges on the tax roll billing of the delinquent premises. Process for placement of delinquent fees on property tax roll is outlined in both the Hemet Municipal Code Chapter 62, Section 62-24, and in the Franchise Agreement. The process requires that CR&R deliver an annual report of the prior calendar year delinquencies to the City. The City will then set a date, time and place for a Public Hearing which will be noticed by CR&R at their cost. Upon completion of the public hearing, the City may make revisions to the delinquency report. The final report must be confirmed by the City Council for placement on the Riverside County Property Tax Roll.

CR&R has delivered the report of delinquencies to the City (Attachment No. 2) with a request that the City place the delinquencies on the tax roll. The total amount of the report is \$49,991.85. Because the delinquency report is voluminous, only a simplified version of the report is attached. A fully detailed report is available for review with the City Clerk, the Finance Department, or on the City's website.

To implement CR&R's request for tax roll collection of delinquencies, the City has scheduled a hearing at the City of Hemet Council Chambers on August 26, 2014 at 7:00 p.m. At the hearing, the City shall review the report and hear any objections or protests of the residential customers liable to be assessed for delinquent fees, after which, by resolution, the report shall be confirmed. Staff and CR&R will continue to update the report as payment is accepted through Thursday may address any items of concern and the City may make revisions or corrections to the report as it deems just. Upon adoption of

The delinquent fees set forth in the report as confirmed, shall constitute special assessments against the respective parcels of land and are a lien on the property 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 parcels of land as they appear on the current assessment roll.

**COORDINATION & REVIEW:**

On August 12, 2014, CR&R mailed a "Notice of Hearing" to all of the residential customers listed on the report informing them that the hearing would take place at the City of Hemet Council Chambers on August 26, 2014 at 7:00 p.m (Attachment No. 3)

**FISCAL IMPACT:**

No General Fund impact. CR&R will pay all fees to Riverside County related to placement of refuse delinquencies on the tax roll billing, as well as, reimburse the City for all direct and indirect costs incurred related to processing delinquencies through the property tax roll procedure.

Respectfully submitted,

Fiscal Review:

  
FOR Charles Russell  
Refuse Superintendent

  
Thomas Kanarr  
Interim Finance Director

Attachment(s):           No. 1 – Resolution Bill No. 14-058  
                                  No. 2 - CR&R's Report of Delinquent Solid Waste Collection Charges for  
                                  Calendar Year 2013  
                                  No. 3 – CR&R's Notice of Public Hearing on Delinquent Solid Waste  
                                  Handling Fees and Charges for Calendar Year 2013

**Attachment No. 1**

**Resolution Bill No. 14-058**



**CITY OF HEMET  
Hemet, California**

**RESOLUTION BILL NO. 14-058**

**A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF HEMET, CALIFORNIA, CONFIRMING THE ANNUAL REPORT OF CALENDAR YEAR 2013 DELINQUENT SOLID WASTE HANDLING FEES AND AUTHORIZING THE LEVY OF SAID FEES AS A SPECIAL ASSESSMENT ON THE RIVERSIDE COUNTY PROPERTY TAX ROLL BILLING.**

**WHEREAS**, Hemet Municipal Code Chapter 62 [Solid Waste Collection] establishes regulations governing solid waste collection in the City of Hemet, including regulating the frequency and type of solid waste collection services required to protect the public health and safety of the community; and

**WHEREAS**, The City of Hemet has entered into a Franchise Agreement to provide solid waste collection services with CR&R, Incorporated (CR&R), and agreement prohibits that CR&R from discontinuing solid waste collection services for single family residential premises as a result of delinquent payment or non-payment of solid waste collection service charges; and

**WHEREAS**, Chapter 62, Section 62-54 *Liability for Solid Waste Collection Fees* establishes that the owner of a premises and the account holder for a premises are jointly and severally liable for the fees and charges of Solid Waste Collection Handling Services provided to the premises; and

**WHEREAS**, pursuant to Sections 38790.1 and 25831 of the Government Code, , the City may place delinquent Solid Waste Handling Service fees or charges on the property tax roll as a special assessment against the premises; and

**WHEREAS**, CR&R, Incorporated has prepared and submitted to the City a Calendar Year 2013 Annual Report of Delinquent Solid Waste Handling Fees (Report) totaling \$49,991.85, and has mailed notice to all impacted property owners and account holders of a Public Hearing to be held by the City of Hemet on August 26, 2014; and

**WHEREAS**, the City has conducted the Public Hearing, and heard and addressed objections and protests, if any, regarding the placement of specific delinquent calendar year 2013 fees and charges for solid waste hauling services on the tax roll, has addressed all protests received, and now submits the final Report for confirmation and authorization for placement on the Riverside County Property Tax Roll.

1           **NOW, THEREFORE, BE IT RESOLVED**, that the City Council of the City of  
2 Hemet Does Resolve, Determine, Find and Order as follows:

- 3
- 4           A. The report of delinquent residential Solid Waste Handling Fees for 2013 is on file  
5 with the City's Finance Department, and incorporated herein by reference, is  
6 affirmed.
- 7
- 8           B. That a certified copy of this Resolution and an electronic version of the report is  
9 to be filed with the Riverside County Tax Collector and/or Auditor Controller. The  
10 Riverside County Tax Collector and/or Auditor Controller is designated and  
11 empowered to perform duties necessary to collect these delinquent charges in  
12 connection with property taxes.
- 13
- 14           C. Pursuant to Hemet Municipal Code Chapter 62 and Governmental Code  
15 Sections 38790.1 and 25831, the City Council confirms the final calendar year  
16 2013 Solid Waste Handling Fee Delinquency report submitted by CR&R, in the  
17 total amount of \$ 49,991.85 and the Riverside County Tax Collector to place the  
18 delinquent fees and charges on the tax roll for the specific premises as a special  
19 assessment for collection.
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**PASSED, APPROVED, AND ADOPTED** this \_\_\_\_ day of \_\_\_\_\_, 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 \_\_\_\_ day of \_\_\_\_\_, 2014 by the following vote:

**AYES:**  
**NOES:**  
**ABSTAIN:**  
**ABSENT:**

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

**Attachment No. 2**

**CR&R Report of  
Solid Waste Hauling Fee Delinquencies  
Calendar Year 2013**

**CR&R - City of Hemet - Calendar Year 2013 Delinquent Solid Waste Handling Fees and Charge**

RecNo	ParcelNo	ParcelUnique	HOUSE#	STREET	CITY	STATE	ZIPCOD	Total Tax Lien
1	446133015	3	161	W WESTMONT AVE	HEMET	CA	92543	12.33
2	456183016	8	784	ASHLEY ST	HEMET	CA	92545	12.47
3	460310041	3	3105	HIBISCUS PoinTe	HEMET	CA	92545	12.64
4	438150006	5	183	GROVE LN	HEMET	CA	92544	12.73
5	446091006	2	416	S BUENA VISTA ST	HEMET	CA	92543	13.92
6	451113016	6	712	VISTA DE LOMA	HEMET	CA	92543	15.14
7	442081014	4	243	N PALM AVE	HEMET	CA	92543	15.87
8	443304014	5	108	W ACACIA AVE	HEMET	CA	92543	15.95
9	446251007	7	890	S BUENA VISTA ST	HEMET	CA	92543	16.34
10	456227028	4	882	SANTO TOMAS DR	HEMET	CA	92545	16.45
11	455410061	2	7636	ISLA ST	HEMET	CA	92545	16.59
12	454340023	5	4395	CASSIOPE CT	HEMET	CA	92545	16.63
13	456192001	2	767	JUNIPER ST	HEMET	CA	92545	16.98
14	448031011	4	1420	RIVERSTONE CT	HEMET	CA	92545	17.13
15	460095014	5	1510	SUNNYBANK DR	HEMET	CA	92545	17.23
16	460072002	3	1422	NUTMEY LN	HEMET	CA	92545	17.28
17	456071005	6	2830	CYPRESS ST	HEMET	CA	92545	17.39
18	551121012	7	609	LAURESA LN	HEMET	CA	92544	17.69
19	464321005	7	1463	SLATE AVE	HEMET	CA	92543	17.74
20	448360039	7	2040	LA MESA CT	HEMET	CA	92545	18.17
21	447335013	8	925	MARLYCE LN	HEMET	CA	92543	18.36
22	551282005	9	4201	TREVOR LN	HEMET	CA	92543	18.39
23	443080001	2	686	N BUENA VISTA ST	HEMET	CA	92543	18.39
24	451350007	1	1249	S BUENA VISTA ST	HEMET	CA	92543	18.80
25	444206026	0	765	LA MORENA DR	HEMET	CA	92545	19.32
26	460111017	1	1700	ELMBRIDGE LN	HEMET	CA	92545	19.40
27	442052003	0	377	N WESTERN AVE	HEMET	CA	92543	19.44
28	456253005	4	959	LILAC ST	HEMET	CA	92545	19.95
29	447160003	3	540	LANIER ST	HEMET	CA	92543	20.01
30	438150020	1	3541	VISTA WAY	HEMET	CA	92544	20.06
31	456262033	7	1085	IVY ST	HEMET	CA	92545	20.11
32	444412012	4	774	TRACI ST	HEMET	CA	92543	20.12
33	447191011	2	1126	VAL VERDE DR	HEMET	CA	92543	20.47
34	443191021	7	227	N RAMONA ST	HEMET	CA	92543	20.54
35	447020021	6	461	JANEVA CT	HEMET	CA	92543	20.90
36	446201014	8	395	W WHITTIER AVE	HEMET	CA	92543	20.92
37	446251001	5	523	E WRIGHT ST	HEMET	CA	92543	21.12
38	460260079	4	1251	BEE BALM RD	HEMET	CA	92545	21.16
39	455390027	1	130	FUERTE CT	HEMET	CA	92545	21.22
40	446032018	0	415	S TAHQUITZ AVE	HEMET	CA	92543	21.65
41	460310064	4	3195	RED CEDAR TRL	HEMET	CA	92545	21.86
42	456261006	4	2327	CARNATION AVE	HEMET	CA	92545	21.93
43	447193036	5	1298	E JOHNSTON AVE	HEMET	CA	92543	21.93

44	444320007	0	2192	MARIGOLD WAY	HEMET CA	92545	21.93
45	444321001	7	2107	W FRUITVALE AVE	HEMET CA	92545	21.93
46	443041002	6	318	ANCLA LN	HEMET CA	92543	22.15
47	460240047	3	3822	W THORNTON AVE	HEMET CA	92545	22.33
48	456134001	6	1064	BURTON ST	HEMET CA	92545	22.88
49	460181031	6	1334	RABBIT PEAK WAY	HEMET CA	92545	22.97
50	442173006	7	1021	WILLOW DR	HEMET CA	92543	22.97
51	455390002	8	145	MONEDA CT	HEMET CA	92545	22.99
52	445070063	5	542	N GIRARD ST	HEMET CA	92544	23.07
53	446051017	8	324	ELMWOOD AVE	HEMET CA	92543	23.63
54	456192006	7	2361	MIMOSA AVE	HEMET CA	92545	24.09
55	448290040	1	2856	ORADON WAY	HEMET CA	92545	24.20
56	447020020	5	471	JANEVA CT	HEMET CA	92543	24.20
57	444310026	6	2425	FOXMOOR CT	HEMET CA	92545	24.20
58	447193034	3	1252	E JOHNSTON AVE	HEMET CA	92543	24.20
59	446044011	0	342	S INEZ ST	HEMET CA	92543	24.40
60	444050005	4	1169	BROADWAY LN	HEMET CA	92545	24.70
61	456227003	1	885	S LYON AVE	HEMET CA	92543	25.12
62	445143003	6	349	WHICHA WAY	HEMET CA	92544	25.29
63	442257037	4	820	SANTA CLARA CIR	HEMET CA	92543	25.39
64	455390027	1	130	FUERTE CT	HEMET CA	92545	25.41
65	446041014	8	350	S GILBERT ST	HEMET CA	92543	25.61
66	442383006	0	535	DE SOTO DR	HEMET CA	92543	25.61
67	454322001	9	4416	BROOKSIDE DR	HEMET CA	92545	25.80
68	443020009	4	614	HILLMER DR	HEMET CA	92543	25.96
69	444230015	5	741	ENSENADA DR	HEMET CA	92545	25.97
70	451360036	2	1105	MAGNOLIA CIR	HEMET CA	92543	26.03
71	439282010	3	850	TRUMAN CT	HEMET CA	92543	26.32
72	444321051	8	862	LILY WAY	HEMET CA	92545	26.38
73	448180036	8	459	MEMPHIS CT	HEMET CA	92545	26.54
74	446064014	5	414	E CENTRAL AVE	HEMET CA	92543	26.60
75	444201013	3	2994	LA HABRA AVE	HEMET CA	92545	26.73
76	438102050	5	165	N MERIDIAN ST	HEMET CA	92544	26.96
77	464291006	6	1597	W THORNTON AVE	HEMET CA	92543	26.97
78	456094023	9	967	STRATFORD WAY	HEMET CA	92545	27.14
79	445113008	4	424	MONTE VISTA WAY	HEMET CA	92544	27.35
80	446242023	3	626	E WRIGHT ST	HEMET CA	92543	27.36
81	460281007	8	1393	VERONICA TRL	HEMET CA	92545	27.42
82	551270023	3	280	EASTWOOD PL	HEMET CA	92544	27.50
83	439242007	7	782	NEAL WAY	HEMET CA	92543	27.78
84	443041015	8	368	SIESTA CT	HEMET CA	92543	28.20
85	446201018	6	351	W WHITTIER AVE	HEMET CA	92543	28.22
86	455410034	2	216	CALDERA LN	HEMET CA	92545	28.25
87	438312008	7	328	RUTGERS ST	HEMET CA	92544	28.75
88	444410018	4	770	REGATEO DR	HEMET CA	92543	28.79
89	446317007	0	1049	S THOMPSON ST	HEMET CA	92543	28.91
90	551511009	5	312	STEINER DR	HEMET CA	92544	28.99

91	445112004	1	487	MONTE VISTA WAY	HEMET CA	92544	28.99
92	460281022	7	3210	OREGANO WAY	HEMET CA	92545	29.56
93	448403024	5	2049	MORADA CT	HEMET CA	92545	29.60
94	460132014	9	4490	CACTUS TREE LN	HEMET CA	92545	29.70
95	443042014	6	687	SONRISA ST	HEMET CA	92543	29.79
96	444220013	6	2699	ALEGRE AVE	HEMET CA	92545	29.91
97	460101014	3	1372	CLOVERLEAF PL	HEMET CA	92545	30.09
98	460081012	0	1495	NUTMEY LN	HEMET CA	92545	30.17
99	451034013	9	574	JADE DR	HEMET CA	92543	30.17
100	460083008	3	4945	SAGEWOOD LN	HEMET CA	92545	30.17
101	460143004	4	1639	WHITEROCK LN	HEMET CA	92545	30.17
102	451111030	2	621	VISTA DE LOMA	HEMET CA	92543	30.17
103	460240026	4	3900	RUSHMORE CT	HEMET CA	92545	30.17
104	451111042	3	661	E STETSON AVE	HEMET CA	92543	30.17
105	460280025	1	1437	BUTTERFLY CT	HEMET CA	92545	30.61
106	444064032	7	3379	CORONADO AVE	HEMET CA	92545	30.66
107	444163010	3	2521	ALICIA PL	HEMET CA	92545	30.87
108	446211008	4	870	S GILBERT ST	HEMET CA	92543	31.31
109	446231003	1	820	S STATE ST	HEMET CA	92543	31.35
110	444064021	7	3460	CLAREMONT ST	HEMET CA	92545	32.25
111	456133004	2	1046	MERCED WAY	HEMET CA	92545	32.25
112	444350028	8	921	W ESPLANADE AVE	HEMET CA	92543	32.32
113	439242017	6	767	NEAL WAY	HEMET CA	92543	32.43
114	551090028	7	541	N HEMET ST	HEMET CA	92544	32.54
115	443193012	1	220	N ALESSANDRO ST	HEMET CA	92543	32.65
116	551342039	0	143	MOSPORT ST	HEMET CA	92544	32.68
117	447160044	0	1061	E WESLEY PL	HEMET CA	92543	33.52
118	446312014	1	911	S SANTA FE ST	HEMET CA	92543	34.12
119	460300046	7	1731	GAZEBO LN	HEMET CA	92545	34.54
120	444072009	2	971	CORNFLOWER DR	HEMET CA	92545	34.80
121	439250018	2	837	SKOV ST	HEMET CA	92543	35.53
122	451021021	6	798	CORAL AVE	HEMET CA	92543	36.33
123	445130009	8	2273	LE GRANDE DR	HEMET CA	92544	36.61
124	443302021	5	227	S ALESSANDRO ST	HEMET CA	92543	37.04
125	446212038	4	800	S INEZ ST	HEMET CA	92543	37.86
126	460270074	0	1281	LAVENDER LN	HEMET CA	92545	38.17
127	456134005	0	1096	BURTON ST	HEMET CA	92545	38.26
128	460260087	5	3066	GREENGABLE LN	HEMET CA	92545	38.58
129	448172025	7	3410	DUBLIN CT	HEMET CA	92545	38.91
130	447160045	1	1081	E WESLEY PL	HEMET CA	92543	39.05
131	444170011	6	1080	JOSEPH DR	HEMET CA	92545	39.44
132	443191012	5	212	N GILBERT ST	HEMET CA	92543	39.56
133	451035011	4	548	W THORNTON AVE	HEMET CA	92543	40.47
134	445150008	9	332	VILLAGE RD	HEMET CA	92544	40.84
135	455400050	5	180	ROPANGO WAY	HEMET CA	92545	41.88
136	446243003	8	731	E WHITTIER AVE	HEMET CA	92543	41.99
137	456244004	5	1062	VIOLET ST	HEMET CA	92545	42.15

138	447031027	2	932	E CENTRAL AVE	HEMET CA	92543	43.01
139	446173012	0	675	S SANTA FE ST	HEMET CA	92543	43.19
140	438102029	7	4062	TREVOR LN	HEMET CA	92544	43.96
141	446052008	3	116	ELMWOOD AVE	HEMET CA	92543	44.22
142	456182001	1	714	PINEHURST DR	HEMET CA	92545	44.58
143	456181008	5	857	PINEHURST DR	HEMET CA	92545	44.75
144	446121016	7	350	W PAISLEY AVE	HEMET CA	92543	45.35
145	442374010	5	1510	CABRILLO DR	HEMET CA	92543	45.52
146	442361015	6	1595	CABRILLO DR	HEMET CA	92543	46.48
147	444410044	7	900	COURTNEY ST	HEMET CA	92543	46.53
148	456265051	6	1085	LILAC ST	HEMET CA	92545	47.28
149	456214013	0	840	AUGUSTA ST	HEMET CA	92545	47.56
150	551270021	1	256	EASTWOOD PL	HEMET CA	92544	48.09
151	460240007	7	1283	SHENANDOAH DR	HEMET CA	92545	48.09
152	551505008	5	5615	CHARLTON AVE	HEMET CA	92544	48.10
153	444072014	0	1055	CORNFLOWER DR	HEMET CA	92545	48.18
154	456093015	3	2789	CAMBRIDGE AVE	HEMET CA	92545	48.25
155	442255004	8	730	SAN JOSE DR	HEMET CA	92543	48.39
156	444121007	1	2545	WALLACE CT	HEMET CA	92545	48.97
157	551342029	1	4701	GAINSVILLE AVE	HEMET CA	92544	48.99
158	456071018	4	2622	CYPRESS ST	HEMET CA	92545	49.10
159	456264005	8	2258	WILDFLOWER AVE	HEMET CA	92545	49.27
160	451360028	5	390	MAGNOLIA CIR	HEMET CA	92543	49.43
161	456181005	2	2477	CIMARRON DR	HEMET CA	92545	50.14
162	455380063	6	131	ATLANTE CT	HEMET CA	92545	50.35
163	456181015	1	773	PINEHURST DR	HEMET CA	92545	50.78
164	448300007	2	2868	CINDY LN	HEMET CA	92545	51.45
165	446114004	0	625	W WESTMONT AVE	HEMET CA	92543	51.45
166	447032033	0	1118	GRIFFITH WAY	HEMET CA	92543	51.87
167	443193012	1	220	N ALESSANDRO ST	HEMET CA	92543	51.87
168	443303018	6	245	S INEZ ST	HEMET CA	92543	51.87
169	446165006	0	542	S TAYLOR ST	HEMET CA	92543	51.87
170	448414008	5	1930	CALLE PASITO	HEMET CA	92545	52.60
171	456134017	1	1053	MERCED WAY	HEMET CA	92545	52.65
172	445201010	7	1747	E DEVONSHIRE AVE	HEMET CA	92544	52.77
173	439221009	4	1921	PARK AVE	HEMET CA	92544	53.63
174	443212010	7	630	CALHOUN PL	HEMET CA	92543	53.85
175	451380011	7	321	KING CT	HEMET CA	92543	54.12
176	448401044	7	2159	CASITA CT	HEMET CA	92545	54.25
177	448361017	0	629	SOLANO DR	HEMET CA	92545	54.29
178	454340006	4	4475	COVE ST	HEMET CA	92545	54.29
179	448370003	9	2472	W OAKLAND AVE	HEMET CA	92545	54.29
180	448364011	7	2042	ORTEGA CT	HEMET CA	92545	54.29
181	442265006	5	110	SANTA PAULA DR	HEMET CA	92543	54.29
182	451350026	2	330	E THORNTON AVE	HEMET CA	92543	54.29
183	451072001	0	485	RUBY AVE	HEMET CA	92543	54.29
184	443042054	6	344	LONG ST	HEMET CA	92543	54.29

185	460310020	8	1839	OVERLAND CT	HEMET CA	92545	54.29
186	448403039	3	397	AVENIDA CALANDRIA	HEMET CA	92545	54.29
187	551413002	5	4371	WASHINGTON AVE	HEMET CA	92544	54.29
188	446154018	7	639	S BUENA VISTA ST	HEMET CA	92543	54.29
189	455450028	1	226	COG HILL LN	HEMET CA	92545	54.29
190	460221015	9	4101	COUGAR CANYON RD	HEMET CA	92545	54.29
191	460300014	2	3041	THYME WAY	HEMET CA	92545	54.29
192	444321016	7	856	AZALEA WAY	HEMET CA	92545	54.29
193	444162020	3	2561	JEFFERY CIR	HEMET CA	92545	55.33
194	444321007	9	2295	W FRUITVALE AVE	HEMET CA	92545	55.57
195	464034009	0	2907	SILVER OAK WAY	HEMET CA	92545	55.65
196	455400048	0	186	ROPANGO WAY	HEMET CA	92545	55.66
197	442224021	1	1601	W WESTMONT AVE	HEMET CA	92543	55.72
198	438102044	4	145	TERESA CIR	HEMET CA	92544	55.79
199	446231013	0	841	S HARVARD ST	HEMET CA	92543	56.41
200	448385008	0	2051	PUEBLO DR	HEMET CA	92545	56.83
201	446142017	3	531	S CARMALITA ST	HEMET CA	92543	57.29
202	443171039	8	740	W LATHAM AVE	HEMET CA	92543	57.74
203	446243001	6	715	E WHITTIER AVE	HEMET CA	92543	57.99
204	451122004	3	730	BARBER DR	HEMET CA	92543	58.15
205	443193014	3	220	W LATHAM AVE	HEMET CA	92543	58.33
206	460122009	4	4785	WOODS LN	HEMET CA	92545	58.94
207	460223013	3	1680	CALATHEA RD	HEMET CA	92545	59.29
208	446271009	1	680	SAN MARCOS DR	HEMET CA	92543	59.99
209	460096004	3	1539	SUNNYBANK DR	HEMET CA	92545	60.13
210	460161004	4	1475	NOLETTE AVE	HEMET CA	92545	60.42
211	464322003	4	1009	COQUINA ST	HEMET CA	92543	60.46
212	460300010	4	3032	THYME WAY	HEMET CA	92545	60.59
213	443194012	8	124	W LATHAM AVE	HEMET CA	92543	60.95
214	456073002	9	2751	CYPRESS ST	HEMET CA	92545	63.17
215	456182003	3	738	PINEHURST DR	HEMET CA	92545	63.23
216	456162025	1	679	ZINNIA ST	HEMET CA	92545	63.23
217	455390011	6	124	MONEDA CT	HEMET CA	92545	63.35
218	445101056	0	1118	E CAMPUS WAY A	HEMET CA	92543	63.60
219	443311016	9	241	S HARVARD ST	HEMET CA	92543	63.60
220	451024013	8	818	TOPAZ AVE	HEMET CA	92543	63.66
221	451380027	2	406	KING CT	HEMET CA	92543	63.80
222	460300011	9	3002	THYME WAY	HEMET CA	92545	63.87
223	460200010	9	3467	W THORNTON AVE	HEMET CA	92545	63.98
224	447191007	9	1024	VAL VERDE DR	HEMET CA	92543	64.31
225	443311009	7	222	S STATE ST	HEMET CA	92543	64.41
226	446173017	5	611	S SANTA FE ST	HEMET CA	92543	64.48
227	446113005	8	599	W MONTROSE AVE	HEMET CA	92543	64.48
228	447332010	6	961	GRACE LN	HEMET CA	92543	64.48
229	456091001	0	989	WETHERLY ST	HEMET CA	92545	64.48
230	448373052	2	2499	W OAKLAND AVE	HEMET CA	92545	64.52
231	460270034	8	1375	VERONICA TRL	HEMET CA	92545	64.52

232	456084025	4	2991	CYPRESS ST	HEMET CA	92545	64.52
233	454470025	3	276	CARNELIAN CT	HEMET CA	92543	64.52
234	448190031	8	528	NASHVILLE CT	HEMET CA	92545	64.52
235	446071007	1	448	S STATE ST	HEMET CA	92543	64.52
236	446051006	2	403	W CENTRAL AVE	HEMET CA	92543	64.52
237	439282009	3	846	TRUMAN CT	HEMET CA	92543	64.52
238	442232036	6	250	SANTA LUCIA DR	HEMET CA	92543	64.52
239	456131002	4	976	BURTON ST	HEMET CA	92545	64.52
240	445112010	6	415	MONTE VISTA WAY	HEMET CA	92544	64.52
241	456242003	2	1094	ORCHID ST	HEMET CA	92545	64.52
242	443020020	3	693	HILLMER DR	HEMET CA	92543	64.52
243	460280042	6	3025	STATICE CT	HEMET CA	92545	64.52
244	456182012	1	846	PINEHURST DR	HEMET CA	92545	64.52
245	460142028	7	1689	WRENTREE WAY	HEMET CA	92545	64.52
246	460281026	5	1482	SWEET BASIL CIR	HEMET CA	92545	64.52
247	446172035	8	642	S THOMPSON ST	HEMET CA	92543	64.52
248	551150020	9	309	CHESHIRE LN	HEMET CA	92544	64.52
249	448150015	0	3992	PARIS ST	HEMET CA	92545	64.52
250	446064015	0	408	E CENTRAL AVE	HEMET CA	92543	64.52
251	448170054	7	3491	SYDNEY ST	HEMET CA	92545	64.52
252	456253022	9	963	DAHLIA CT	HEMET CA	92545	64.52
253	445080018	6	1642	E OAKLAND AVE	HEMET CA	92544	64.52
254	446054015	9	133	ELMWOOD AVE	HEMET CA	92543	64.52
255	446074021	6	411	S BUENA VISTA ST	HEMET CA	92543	64.52
256	446073004	8	428	S CARMALITA ST	HEMET CA	92543	64.52
257	454350022	9	4670	CASSIOPE CT	HEMET CA	92545	64.52
258	460300054	8	1743	CROSS GATEWAY ST	HEMET CA	92545	64.67
259	453243002	9	511	CARMEL WAY	HEMET CA	92545	64.83
260	442255014	7	891	SANTA CLARA CIR	HEMET CA	92543	65.23
261	446053001	9	303	ELMWOOD AVE	HEMET CA	92543	65.31
262	447032044	0	926	GRIFFITH WAY	HEMET CA	92543	65.31
263	551491008	3	290	N LAKE ST	HEMET CA	92544	65.46
264	456111008	2	2824	LANCASTER AVE	HEMET CA	92545	65.46
265	445150007	2	1958	E DEVONSHIRE AVE	HEMET CA	92544	65.49
266	446054016	6	201	ELMWOOD AVE	HEMET CA	92543	65.54
267	443153004	4	442	N THOMPSON AVE B	HEMET CA	92543	65.54
268	446244008	6	841	MADDEN ST	HEMET CA	92543	65.60
269	447160044	6	1061	E WESLEY PL	HEMET CA	92543	65.69
270	444182017	9	921	GLORIA DR	HEMET CA	92545	65.93
271	460260010	5	1191	DUTCH MILL RD	HEMET CA	92545	65.93
272	460211008	2	4116	OLENA RD	HEMET CA	92545	66.45
273	456254005	1	2229	ROSE AVE	HEMET CA	92545	66.45
274	451113001	6	1175	S SANTA FE ST	HEMET CA	92543	66.45
275	456181012	8	809	PINEHURST DR	HEMET CA	92545	67.17
276	443162002	0	362	N FRANKLIN ST	HEMET CA	92543	67.18
277	445191047	5	1313	CALHOUN CT	HEMET CA	92544	67.42
278	442311008	5	675	CASTILLE DR	HEMET CA	92543	67.96

279	446131007	0	220	MARY LN	HEMET CA	92543	68.32
280	446165012	5	567	S SANTA FE ST	HEMET CA	92543	69.08
281	443222004	3	313	W LATHAM AVE	HEMET CA	92543	69.39
282	445201006	8	212	N GIRARD ST	HEMET CA	92544	69.87
283	444154017	6	2861	ALICIA PL	HEMET CA	92545	70.59
284	456241015	0	2451	CARNATION AVE	HEMET CA	92545	70.59
285	451072018	6	171	JADE DR	HEMET CA	92543	70.70
286	454080014	4	602	GIBBEL RD	HEMET CA	92543	70.80
287	445130009	8	2273	LE GRANDE DR	HEMET CA	92544	71.45
288	439250051	1	761	BUCHANAN ST	HEMET CA	92543	72.51
289	442313001	4	1537	CARLOTTA DR	HEMET CA	92543	73.21
290	446222002	2	727	S BUENA VISTA ST	HEMET CA	92543	73.23
291	446315001	8	755	MARGARET AVE	HEMET CA	92543	73.74
292	445202034	2	279	N YALE ST	HEMET CA	92544	74.11
293	446083007	2	346	S THOMPSON ST	HEMET CA	92543	74.65
294	446142019	5	221	E MAYBERRY AVE	HEMET CA	92543	76.09
295	460280039	0	3075	STATICE CT	HEMET CA	92545	76.34
296	454351002	4	4685	CASSIOPE CT	HEMET CA	92545	76.93
297	451113006	1	1125	S SANTA FE ST	HEMET CA	92543	76.93
298	447031027	2	932	E CENTRAL AVE	HEMET CA	92543	77.22
299	442362018	6	563	LA CRESTA DR	HEMET CA	92543	77.78
300	442133020	9	1480	W MAYBERRY AVE	HEMET CA	92543	78.14
301	456192025	8	2357	WISTERIA CT	HEMET CA	92545	78.25
302	448361005	9	614	CORONA ST	HEMET CA	92545	80.61
303	551133004	7	575	N LAKE ST	HEMET CA	92544	81.31
304	443303002	5	209	W KIMBALL AVE	HEMET CA	92543	82.75
305	446182003	0	821	SAN LUIS DR	HEMET CA	92543	83.51
306	445111005	5	460	N SAN JACINTO ST	HEMET CA	92543	83.52
307	448280007	5	3054	ORADON WAY	HEMET CA	92545	83.89
308	444090016	4	3315	CHICKASAW CT	HEMET CA	92545	84.88
309	444091014	5	1040	INDIANGRASS DR	HEMET CA	92545	84.93
310	454384003	3	4795	BLUE COPPER WAY	HEMET CA	92545	85.40
311	448172026	8	3430	DUBLIN CT	HEMET CA	92545	85.43
312	446192014	1	595	MARBELLA AVE	HEMET CA	92543	85.70
313	455400042	8	167	IBIZA LN	HEMET CA	92545	86.11
314	456122005	3	2559	BEDFORD AVE	HEMET CA	92545	86.76
315	456151028	0	2371	PALMDALE CIR	HEMET CA	92545	87.62
316	460281011	1	1425	VERONICA TRL	HEMET CA	92545	87.80
317	460232001	0	3888	COUGAR CANYON RD	HEMET CA	92545	87.93
318	447191008	4	1048	VAL VERDE DR	HEMET CA	92543	88.86
319	443294017	8	145	S SANTA FE ST	HEMET CA	92543	89.60
320	456111010	3	2776	LANCASTER AVE	HEMET CA	92545	89.60
321	445201006	4	212	N GIRARD ST	HEMET CA	92544	89.60
322	456102007	3	3290	SHIPLEY PL	HEMET CA	92545	89.87
323	445070004	2	1942	E OAKLAND AVE	HEMET CA	92544	90.84
324	442252015	3	1200	W JOHNSTON AVE	HEMET CA	92543	90.87
325	456151019	6	2452	PALMDALE CIR	HEMET CA	92545	92.32

326	446054016	0	201	ELMWOOD AVE	HEMET CA	92543	92.77
327	460141013	6	1670	WRENTREE WAY	HEMET CA	92545	93.95
328	443292008	8	136	S FRANKLIN ST	HEMET CA	92543	95.60
329	551540015	0	4605	BUTTERFIELD WAY	HEMET CA	92544	96.47
330	446063003	2	320	S CARMALITA ST	HEMET CA	92543	98.31
331	460260007	3	1211	DUTCH MILL RD	HEMET CA	92545	99.63
332	460290017	5	1631	GAZEBO LN	HEMET CA	92545	100.35
333	444170006	6	1051	JOSEPH DR	HEMET CA	92545	100.72
334	456253011	9	976	DAHLIA CT	HEMET CA	92545	101.01
335	446316011	0	802	E STETSON AVE	HEMET CA	92543	101.18
336	551341021	0	285	ZOLDER ST	HEMET CA	92544	102.64
337	444171023	0	3126	CHRISTIANNE CIR	HEMET CA	92545	103.18
338	439293018	5	868	ZEPHYR CIR	HEMET CA	92543	103.18
339	442140006	9	430	PANORAMA DR	HEMET CA	92543	103.49
340	438191014	3	3054	MOCKINGBIRD LN	HEMET CA	92544	103.70
341	446312014	1	911	S SANTA FE ST	HEMET CA	92543	104.06
342	460280039	4	3075	STATICE CT	HEMET CA	92545	104.60
343	464321041	5	939	W THORNTON AVE	HEMET CA	92543	106.57
344	451350014	1	1243	S BUENA VISTA ST	HEMET CA	92543	106.77
345	444321051	8	862	LILY WAY	HEMET CA	92545	106.84
346	460212005	2	1603	INDICA RD	HEMET CA	92545	108.57
347	442374008	4	1470	CABRILLO DR	HEMET CA	92543	108.57
348	460232035	1	1537	PALOMAR MOUNTAIN PL	HEMET CA	92545	110.09
349	442093003	1	212	S WESTERN AVE	HEMET CA	92543	110.52
350	446181016	9	741	SAN IGNACIO DR	HEMET CA	92543	110.69
351	446144018	0	540	S JUANITA ST	HEMET CA	92543	111.01
352	451200042	8	922	SARAZEN ST	HEMET CA	92543	111.01
353	442253008	6	661	SANTA CLARA CIR	HEMET CA	92543	111.01
354	454470006	6	246	CARNELIAN ST	HEMET CA	92543	111.01
355	442261038	8	650	SAN MATEO CIR	HEMET CA	92543	111.01
356	445042006	3	645	BRIAN ST	HEMET CA	92544	111.01
357	448391031	9	2384	CHANARAL AVE	HEMET CA	92545	111.01
358	443042044	7	425	SECORY ST	HEMET CA	92543	111.01
359	446074010	6	428	S JUANITA ST	HEMET CA	92543	111.01
360	446052013	1	115	W CENTRAL AVE	HEMET CA	92543	111.01
361	439242018	7	783	NEAL WAY	HEMET CA	92543	111.01
362	448373004	9	2147	W OAKLAND AVE	HEMET CA	92545	111.57
363	448283017	3	3102	W DEVONSHIRE AVE	HEMET CA	92545	111.82
364	448201012	4	403	COPENHAGEN ST	HEMET CA	92545	112.45
365	448280014	7	3134	ORADON WAY	HEMET CA	92545	112.61
366	446101006	2	595	W MAYBERRY AVE	HEMET CA	92543	112.92
367	551483004	4	269	MCINTOSH DR	HEMET CA	92544	113.54
368	446043006	7	338	S ALESSANDRO ST	HEMET CA	92543	113.99
369	443194001	4	259	N STATE ST	HEMET CA	92543	114.51
370	456173002	4	2252	BEGONIA CT	HEMET CA	92545	115.05
371	443151004	4	436	N BUENA VISTA ST	HEMET CA	92543	115.05
372	446201005	0	750	S GILBERT ST	HEMET CA	92543	115.05

373	460141013	6	1670	WRENTREE WAY	HEMET CA	92545	116.16
374	445070061	9	570	N GIRARD ST	HEMET CA	92544	116.17
375	442132002	0	1421	AMBERWOOD DR	HEMET CA	92543	117.73
376	456262028	7	1055	IVY ST	HEMET CA	92545	118.42
377	443042057	9	303	LONG ST	HEMET CA	92543	119.21
378	444410022	7	730	REGATEO DR	HEMET CA	92543	120.55
379	447191007	9	1024	VAL VERDE DR	HEMET CA	92543	121.90
380	448400040	4	480	CALLE FORTUNA	HEMET CA	92545	122.03
381	443171014	5	249	N TAHQUITZ AVE	HEMET CA	92543	122.52
382	448200063	7	3645	SEATTLE ST	HEMET CA	92545	123.15
383	446252018	0	807	PAT PL	HEMET CA	92543	123.44
384	447032013	2	1107	E ACACIA AVE	HEMET CA	92543	124.33
385	460281016	6	3211	MILL RIDGE DR	HEMET CA	92545	125.47
386	446191028	1	555	W WHITTIER AVE	HEMET CA	92543	125.84
387	456082019	3	2753	KINGSBURY AVE	HEMET CA	92545	127.08
388	443102003	1	728	MALIBU ST	HEMET CA	92543	127.48
389	442257027	5	809	S PALM AVE	HEMET CA	92543	127.82
390	443152014	0	435	N THOMPSON ST	HEMET CA	92543	127.89
391	443211009	4	520	CALHOUN PL	HEMET CA	92543	128.65
392	443211007	6	508	CALHOUN PL	HEMET CA	92543	129.03
393	445162011	2	1552	E DEVONSHIRE AVE	HEMET CA	92544	129.03
394	446113005	8	599	W MONTROSE AVE	HEMET CA	92543	129.03
395	454392009	8	4710	COVE ST	HEMET CA	92545	129.03
396	444063004	3	1129	SUNSET CLIFFS AVE	HEMET CA	92545	129.03
397	446144014	6	501	S BUENA VISTA ST	HEMET CA	92543	129.03
398	447181020	3	1280	LESLIE DR	HEMET CA	92543	129.03
399	454343006	3	4430	COVE ST	HEMET CA	92545	129.03
400	447321041	4	1035	DIXIE DR	HEMET CA	92543	129.03
401	456253007	6	983	LILAC ST	HEMET CA	92545	129.03
402	448191027	4	3920	ANCHORAGE ST	HEMET CA	92545	129.03
403	444293013	8	2419	EL TORO CIR	HEMET CA	92545	129.29
404	442053020	2	311	N PALM AVE	HEMET CA	92543	130.20
405	448222005	3	341	VIA CAPRI	HEMET CA	92545	130.90
406	451111035	7	660	VISTA DE LOMA	HEMET CA	92543	130.91
407	456132003	8	975	BURTON ST	HEMET CA	92545	130.93
408	451032011	5	556	OPAL AVE	HEMET CA	92543	131.41
409	443191010	7	226	N GILBERT ST	HEMET CA	92543	131.89
410	444273012	9	2209	EL RANCHO CIR	HEMET CA	92545	131.93
411	439350014	7	843	ARIA RD	HEMET CA	92543	131.93
412	444321022	6	2265	MARIGOLD WAY	HEMET CA	92545	131.93
413	446051011	6	432	ELMWOOD AVE	HEMET CA	92543	131.93
414	460260019	4	3140	SAND PINE TRL	HEMET CA	92545	131.93
415	438102024	6	239	N MERIDIAN ST	HEMET CA	92544	131.93
416	454342007	1	4640	DUSKYWING RD	HEMET CA	92545	131.93
417	446251045	1	817	S THOMPSON ST	HEMET CA	92543	131.93
418	456102006	2	3297	WARLEY RD	HEMET CA	92545	131.93
419	438102021	3	4055	WOODLAND DR	HEMET CA	92544	131.93

420	446192051	4	870	MALAGA PL	HEMET CA	92543	131.93
421	460191006	9	1446	DUSTY HILL RD	HEMET CA	92545	131.93
422	551322007	9	5016	MERLYN ST	HEMET CA	92544	131.93
423	460280035	0	3046	STATICE CT	HEMET CA	92545	131.93
424	443030018	3	602	ARLINGTON WAY	HEMET CA	92543	131.93
425	460300023	0	3129	TURNBROOK CIR	HEMET CA	92545	131.93
426	460300052	6	1727	CROSS GATEWAY ST	HEMET CA	92545	132.34
427	454350012	0	4860	CASSIOPE CT	HEMET CA	92545	132.61
428	443162006	4	338	N FRANKLIN ST	HEMET CA	92543	132.88
429	460280022	8	1415	BUTTERFLY CT	HEMET CA	92545	132.89
430	446252011	3	815	S SANTA FE ST	HEMET CA	92543	133.60
431	454380003	5	1955	SILVER DROP LN	HEMET CA	92545	133.72
432	454471013	5	3153	BELLWOOD ST	HEMET CA	92543	133.78
433	454471009	2	3109	BELLWOOD ST	HEMET CA	92543	133.83
434	445150008	3	332	VILLAGE RD	HEMET CA	92544	133.88
435	446032006	3	460	S SIMPSON AVE	HEMET CA	92543	134.97
436	442224022	2	1621	W WESTMONT AVE	HEMET CA	92543	137.14
437	460260063	3	3053	GREENGABLE LN	HEMET CA	92545	137.65
438	444411003	3	750	MAZANA DR	HEMET CA	92543	137.79
439	454080019	9	646	GIBBEL RD	HEMET CA	92543	138.72
440	464292013	5	1577	MALACHITE ST	HEMET CA	92543	140.65
441	444064007	5	3415	POCAHONTIS ST	HEMET CA	92545	142.13
442	451123007	9	701	BARBER DR	HEMET CA	92543	143.31
443	448401034	8	2114	AVENIDA ESTRADA	HEMET CA	92545	143.43
444	448150005	7	680	N CAWSTON AVE	HEMET CA	92545	145.01
445	447321039	3	1055	DIXIE DR	HEMET CA	92543	145.84
446	446044003	7	119	W ACACIA AVE	HEMET CA	92543	146.69
447	442311017	7	1556	CARLOTTA DR	HEMET CA	92543	148.02
448	446172069	9	718	E WHITTIER AVE	HEMET CA	92543	148.40
449	443020033	5	631	TASCHNER DR	HEMET CA	92543	149.24
450	443101002	7	724	LA JOLLA AVE	HEMET CA	92543	149.66
451	444173003	2	1085	WILL CIR	HEMET CA	92545	149.79
452	551270071	6	4303	VALENTINE LN	HEMET CA	92544	150.04
453	439271039	0	870	E FRUITVALE AVE	HEMET CA	92543	150.60
454	456152006	3	401	CARMEL WAY	HEMET CA	92545	151.99
455	443191025	7	429	W DEVONSHIRE AVE	HEMET CA	92543	151.99
456	444321051	8	862	LILY WAY	HEMET CA	92545	153.36
457	448330019	6	697	SAN HUERTA ST	HEMET CA	92545	154.01
458	443171014	5	249	N TAHQUITZ AVE	HEMET CA	92543	154.47
459	446312015	2	901	S SANTA FE ST	HEMET CA	92543	154.67
460	444153001	8	2835	AMBER DR	HEMET CA	92543	157.61
461	446051013	8	416	ELMWOOD AVE	HEMET CA	92543	158.14
462	443303026	7	239	S INEZ ST	HEMET CA	92543	160.41
463	447321042	5	1025	DIXIE DR	HEMET CA	92543	160.55
464	455410073	3	7579	ISLA ST	HEMET CA	92545	164.29
465	448180033	5	489	MEMPHIS CT	HEMET CA	92545	164.54
466	460212001	4	1555	REXFORD DR	HEMET CA	92545	166.36

467	551113002	3	584	TELL LN	HEMET CA	92544	167.24
468	451032003	4	605	ONYX AVE	HEMET CA	92543	169.03
469	446073011	4	445	S JUANITA ST	HEMET CA	92543	169.03
470	447193012	3	1051	VAL MONTE DR	HEMET CA	92543	169.03
471	446142017	9	531	S CARMALITA ST	HEMET CA	92543	172.14
472	464031007	3	1127	RIBBONWOOD CT	HEMET CA	92545	172.33
473	442061017	5	1311	W LATHAM AVE	HEMET CA	92543	177.21
474	439242002	2	719	HALEY WAY	HEMET CA	92543	179.30
475	448334003	7	2296	SAN PADRE AVE	HEMET CA	92545	181.76
476	446181026	8	800	SAN LUIS DR	HEMET CA	92543	183.05
477	446034020	1	405	S WALNUT ST	HEMET CA	92543	183.68
478	446033004	4	440	S TAHQUITZ AVE	HEMET CA	92543	187.33
479	448301029	9	2917	CINDY LN	HEMET CA	92545	190.64
480	438311007	7	2768	GRAND TETON AVE	HEMET CA	92544	192.26
481	460174008	8	1490	FALLBROOK AVE	HEMET CA	92545	192.26
482	447182003	7	941	LESLIE DR	HEMET CA	92543	192.26
483	444111016	8	837	REISLING ST	HEMET CA	92545	195.13
484	446103006	8	579	LE MAY WAY	HEMET CA	92543	195.64
485	456111013	6	2704	LANCASTER AVE	HEMET CA	92545	196.50
486	446186009	8	830	SAN PABLO DR	HEMET CA	92543	197.91
487	444110012	1	849	PROVANCE ST	HEMET CA	92545	198.46
488	443201024	0	257	N STATE ST	HEMET CA	92543	200.08
489	455400021	9	113	PLAYA CT	HEMET CA	92545	200.84
490	444322009	8	2034	IRIS WAY	HEMET CA	92545	200.84
491	456253036	2	904	ASTER ST	HEMET CA	92545	200.84
492	456251006	9	951	IVY ST	HEMET CA	92545	200.84
493	460081006	9	1442	HUMMINGBIRD WAY	HEMET CA	92545	200.84
494	451124012	6	880	E THORNTON AVE	HEMET CA	92543	200.84
495	443042053	5	364	LONG ST	HEMET CA	92543	200.84
496	443102009	7	753	LA JOLLA AVE	HEMET CA	92543	201.59
497	448352007	7	543	SAN CLEMENTE ST	HEMET CA	92545	201.78
498	460280047	1	3066	MILL RIDGE DR	HEMET CA	92545	204.35
499	442093016	3	221	S PALM AVE	HEMET CA	92543	204.39
500	443302021	9	227	S ALESSANDRO ST	HEMET CA	92543	210.28
501	460073003	1	1399	HUMMINGBIRD WAY	HEMET CA	92545	212.91
502	446154008	8	680	S JUANITA ST	HEMET CA	92543	214.26
503	460121024	8	1570	APPLE BLOSSOM WAY	HEMET CA	92545	214.96
504	442140019	1	321	OLYMPIA WAY	HEMET CA	92543	215.63
505	443152013	5	425	N THOMPSON ST	HEMET CA	92543	218.03
506	448300008	7	2869	CARL DR	HEMET CA	92545	224.88
507	456171038	5	2076	GARLAND WAY	HEMET CA	92545	224.96
508	448403020	5	2012	MORADA CT	HEMET CA	92545	225.91
509	446251007	7	890	S BUENA VISTA ST	HEMET CA	92543	232.93
510	551150028	7	332	TABBY LN	HEMET CA	92544	233.71
511	448050023	8	5420	SWINGSTONE DR	HEMET CA	92545	237.39
512	551441011	0	4972	ASHMEAD DR	HEMET CA	92544	238.10
513	444171018	0	3196	CHRISTIANNE CIR	HEMET CA	92545	238.95

514	443080015	5	661	KIT AVE	HEMET CA	92543	238.95
515	445112005	2	475	MONTE VISTA WAY	HEMET CA	92544	238.95
516	443030036	9	633	N GILBERT ST	HEMET CA	92543	238.95
517	448283018	4	3112	W DEVONSHIRE AVE	HEMET CA	92545	238.95
518	446101015	4	568	W PAISLEY AVE	HEMET CA	92543	240.08
519	442071006	6	250	N ELK ST	HEMET CA	92543	258.06
520	456093006	5	2772	CAMBRIDGE AVE	HEMET CA	92545	265.72
521	448360024	3	588	SABADO CT	HEMET CA	92545	272.58
522	443171031	4	280	DOWNEN AVE	HEMET CA	92543	278.83
523	448290030	6	352	MYRL PL	HEMET CA	92545	289.91
524	551541005	4	4580	BUTTERFIELD WAY	HEMET CA	92544	311.49
525	460310024	8	1777	CROSS GATEWAY ST	HEMET CA	92545	316.43
526	444350007	3	1431	W ESPLANADE AVE	HEMET CA	92543	325.86
527	460182025	8	1485	DUSTY HILL RD	HEMET CA	92545	327.37
528	448203033	9	467	STOCKHOLM CT	HEMET CA	92545	328.50
529	454290005	9	4338	HARBOR CT	HEMET CA	92545	331.96
530	445162010	1	1528	E DEVONSHIRE AVE	HEMET CA	92544	340.00
531	438321007	8	3778	ENGLISH DR	HEMET CA	92544	348.25
532	443161006	1	334	N BUENA VISTA ST	HEMET CA	92543	386.38
533	442084013	2	135	N PALM AVE	HEMET CA	92543	398.65
534	447020009	6	1015	E CENTRAL AVE	HEMET CA	92543	401.68
535	439262011	6	961	DIANA LN	HEMET CA	92543	34.17
536	439262014	9	979	DIANA LN	HEMET CA	92543	39.28
537	439262016	1	779	SUNJOY DR	HEMET CA	92543	179.30
538	439262040	2	846	CORI DR	HEMET CA	92543	111.01
539	439262041	3	862	CORI DR	HEMET CA	92543	111.01
540	439262088	6	962	WOOLEY ST	HEMET CA	92543	29.63
541	439262122	3	953	WOOLEY ST	HEMET CA	92543	108.96
542	439271071	8	774	E FRUITVALE AVE	HEMET CA	92543	138.82
543	439272045	8	825	CORI DR	HEMET CA	92543	54.29

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**49,991.85**



**Attachment No. 3**

**CR&R Notice of Public Hearing  
Solid Waste Handling Fee Delinquencies  
Calendar Year 2013**

## **NOTICE OF PUBLIC HEARING**

NOTICE IS HEREBY GIVEN THAT A PUBLIC HEARING WILL BE HELD BY THE CITY OF HEMET CITY COUNCIL ON THE ITEM LISTED BELOW:

### **2013 DELINQUENT SOLID WASTE COLLECTION CHARGES**

August 12, 2014

Account # CO – ACCT #

OWNER NAME  
MAILING ADDRESS  
CITY, STATE ZIP

**Service Address:**  
SITE ADDRESS  
CITY STATE

Re: Outstanding Charges Totaling **\$000.00**

Our records indicate that past due charges (including possible penalties and interest) exist for solid waste and recycling services rendered during the 2013 calendar year to the service address referenced above (the “2013 Delinquent Charges”). If payments were recently made related to this account, please disregard this notice.

Please note that any 2013 Delinquent Charges that remain unpaid by **August 28, 2014**, may be placed as a special assessment on your property tax bill by the City of Hemet, along with additional County administrative fees. In order to avoid this possibility, we encourage you to please make your payment to CR&R Incorporated at P.O. Box 125, Stanton, CA 90680 or contact our office regarding additional payment options. For your convenience, we offer the following payment options at no additional charge:

- Web-site – [www.crrwasteservices.com/pay](http://www.crrwasteservices.com/pay) - the account number and access code on your statement will be needed in order to process a payment.
- Phone – We accept Visa, MasterCard, Discover and American Express. Please call during our regular business hours.
- Auto Pay – Call us or visit our website to enroll in our Automatic Recurring Payment program.

**The City of Hemet will hold a Public Hearing to consider placing the 2013 Delinquent Charges on the County property tax roll. The Public Hearing will be held on August 26, 2014 at 445 E Florida Ave in Hemet at 7 p.m.**

Questions regarding unpaid account balances should be directed to our Collections Department at 888-870-4374.

Thank you for your attention to this matter.

Sincerely,  
CR&R Incorporated



AGENDA # 20

## *Staff Report*

---

**To:** Honorable Mayor and Members of the City Council

**From:** Sarah McComas, City Clerk  
Wally Hill, City Manager *Wally Hill*

**Date:** August 26, 2014

**Subject:** Rent Review Commission – Owner Representative

**RECOMMENDED ACTION:**

Staff respectfully requests that the City Council consider appointing Diane Struve as the Owner Representative on the City's Rent Review Commission in accordance with Ordinance No. 772.

**BACKGROUND:**

On March 18, 2014 the term for the Owner Representative expired. Per Ordinance No. 772 a letter was sent to the Western Manufactured Housing Communities Association requesting a recommendation. The Ordinance defines park owner as: owner, lessor, operator or manager of a mobilehome park that is a full time resident within the City limits. The City Council must collectively consider the appointment.

Respectfully submitted,

Sarah McComas  
City Clerk



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

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

City of Hemet Rent Review Commission for Mobilehomes

NAME: Diane Struve

ADDRESS: 5001 West Florida Avenue, SP 365

CITY: Hemet ZIP: 92545

TELEPHONE: 760-792-5942/951-925-2575

Past Experience and/or Education: MBA, University of Texas at Austin, 1980

Currently Vice President, Western States Mobile Home Parks, LLC, dba Hemet West Mobile Estates, since 2009  
GB, Deputy Chief of Staff for Resource Management, The National Training Center, Fort Irwin, CA, 2005-2010

Director of Resource Management, 98th Area Support Group, Wuerzburg, Germany, 2000-2005

Senior Program Analyst, US Army Medical Command, Fort Sam Houston, TX 1995-2000

Certified Defense Financial Manager

Other Boards and/or Commissions on which you have served: Chair, Budget and Personnel

Management Boards at all former positions. Served as Loaned Executive to Greater San Antonio Area United Way Campaign

Elder for Budget and Finance and President of Corporation for Church of the Valley, Presbyterian, Apple Valley, CA  
Boy Scout Troop 515 Executive Board

Organizations you have belonged to \_\_\_\_\_

American Society of Military Comptrollers, Western Manufactured Housing Association

How long have you lived in the community? \_\_\_\_\_ years \_\_\_\_\_ 6 \_\_\_\_\_ months

Have been an owner of Hemet West Mobile Estates since 1981.

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

Diane Struve  
Signature

4/29/14  
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.*

Struve Statement

April 29, 2014

As a short time resident and a long time business owner in the City of Hemet, I have an ingrained interest in the quality of life of its citizens in this city. But I have a unique perspective on the aspects of quality of life for those citizens who occupy mobile homes.

This perspective has been groomed over years in my professional life requesting, accounting for and allocating scarce resources to organizations and residents in Army Communities around the world. Those "villages" needed many things and often disagreed on what they needed and the fairness of what they ultimately got. My job was to discern what could be done within statutory guidelines and within available resources and to carry out those decisions as fairly as possible.

Executive and strategic management of Hemet West Mobile Estates is like managing one of those "villages," and similar to managing Hemet's other mobile home "villages."

If Council desires to select me for this volunteer commission, I believe my combined experience will serve this segment of Hemet's citizens well, if and when the need arises.

A handwritten signature in blue ink, appearing to read "C. Struve". The signature is written in a cursive style with a large initial "C".

## Sarah McComas

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**From:** Diane Struve <cdstruve@gmail.com>  
**Sent:** Tuesday, August 19, 2014 1:01 PM  
**To:** Sarah McComas  
**Cc:** Dan  
**Subject:** Struve Regrets for Council Mtg., Aug 26 14  
**Attachments:** Struve Rent Review Commission2.PDF

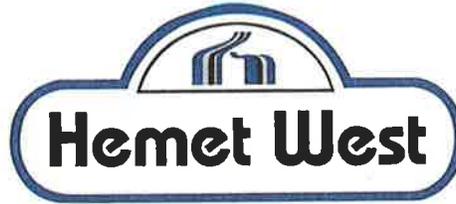
Sara,

Thank you for the heads up phone call about the upcoming City Council consideration of my appointment to the Rent Review Commission. I unfortunately will be unable to attend. Please share the attached letter to Council Members so they might be reassured of my resolve to serve fairly in this position.

Diane Struve

--

Diane Struve  
Vice President  
Western States Mobile Home Parks, LLC  
dba Hemet West Mobile Estates  
760-792-5942  
[cdstruve@gmail.com](mailto:cdstruve@gmail.com)



5001 W. Florida Ave., Hemet, CA 92545  
Tel: (951) 925-2575 Fax: (951) 766-1976  
e-mail: [management@hemetwest.com](mailto:management@hemetwest.com)  
[www.hemetwest.com](http://www.hemetwest.com)

August 19, 2014

Sara McComas  
City of Hemet  
445 East Florida Avenue  
Hemet, CA 92543

Ms. McComas,

Thank you for inviting me to attend the upcoming City Council Meeting on August 26, 2014, so that I might answer any Council Members' questions when they consider my nomination for the Rent Review Commission for Mobile Homes. I sincerely regret that I will be out of town and unable to attend.

That said, please express my pleasure to the Council Members for this honor and opportunity to serve Hemet's mobile home park residents and owners as well as the City of Hemet. I firmly believe that my "hands on, even-handed and fair management and ownership" of Hemet West speaks volumes of how I will fulfill this appointment if Council selects me for this position. I can assure all Council Members that, if appointed, I will approach any and all issues before the Commission with thorough research and fair, yet balanced decisions.

Regards,

Diane Struve





Western  
Manufactured Housing Communities  
Association

August 20, 2014

The Honorable Larry Smith  
445 E. Florida Ave.  
Hemet, CA 92543

Dear Mayor Smith:

I am writing today in support of the appointment of Diane Struve to serve as the manufactured housing community owners' representative on the City of Hemet's Rent Review Committee.

The owners met in late spring and agreed that Ms. Struve would be a fair and capable member of the committee. It is our hope that you will agree and appoint her to fill the Owner's Representative position as the ordinance requires:

*Sect. 2-204 (c) One member shall be a mobile home park owner, operator or manager and shall be selected by the council from a list of no more than three applicants supplied through an association composed of mobile home park owners.*

While the ordinance references a list of three applicants of owners supplied by our association, it has been discussed numerous times with members of the city council that there are not three owners that qualify to serve. The ordinance requires the owner live in the city of Hemet. At this time, there is only one, Ms. Struve. However, I am sure you will find her most qualified and a productive, engaged commissioner.

I thank you in advance for your consideration and please do not hesitate to contact me if you have any questions or concerns about this recommendation or any other issues surrounding Hemet's manufactured housing communities. My office number is (951) 926-0631 or email me at [Julie@pauleconsulting.com](mailto:Julie@pauleconsulting.com).

Sincerely,

A handwritten signature in cursive script that reads "Julie Paule".

Julie Paule, Regional Representative

cc: Mayor Pro Tem Shellie Meline  
Councilmember Bonnie Wright  
Councilmember Linda Krupa  
Councilmember Robert Youssef



AGENDA # 21

## *Staff Report*

---

**To:** Honorable Mayor and Members of the City Council

**From:** Sarah McComas, City Clerk  
Wally Hill, City Manager *Wally Hill*

**Date:** August 26, 2014

**Subject:** Rent Review Commission – Tenant Representative

**RECOMMENDED ACTION:**

Staff respectfully requests that the City Council interview and consider appointment of Larry Graves or Arlene Benson as the Tenant Representative on the City's Rent Review Commission in accordance with Ordinance No. 772. This appointment would be for a three year term expiring on March 18, 2017.

**BACKGROUND:**

On March 18, 2014 the term for the Tenant Representative expired. Per Ordinance No. 772 a letter was sent to the Valley Mobilehome Residents Association requesting a recommendation. The Ordinance defines park tenant as: any person entitled to occupy a mobile dwelling unit pursuant to ownership thereof or a rental or lease agreement with the owner thereof that is a full time resident within the City limits. The City Council must collectively consider the appointment.

Respectfully submitted,

Sarah McComas  
City Clerk



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

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

RENT REVIEW COMMISSION FOR MHP'S

NAME: LARRY G. GRAVES

ADDRESS: 5001 W. FLORIDA AVE #114

CITY: HEMET ZIP: 92545

TELEPHONE: 951-652-8360

Past Experience and/or Education: BA AT CAL STATE FULLERTON

RETIRED AEROSPACE SYSTEMS ENGINEER.

Other Boards and/or Commissions on which you have served: LAGUNA CIVIC ASSOC., EL TORO HOA, HEMET WEST HOA  
HEMET ROCS COMMITTEE 2012-2013

Organizations you have belonged to HEMET ELKS CLUB

How long have you lived in the community? 14 years \_\_\_\_\_ 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

Larry G. Graves Feb. 18, 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.*

Feb. 22, 2014

Larry G. Graves  
Pres. Hemet West MHP HOA  
Pres. GSMOL – CH 0488  
5001 W. Florida Ave. SPC 114  
Hemet, CA 92545

Dear City Clerk of Hemet:

I am interested in an opportunity to volunteer with the Hemet Rent Review Commission. I have experience working with a multitude of issues, solutions with networking capabilities and would like to continue to do so in this volunteer capacity.

I am currently a volunteer as not only the President of the Hemet West Home Owner's Association, but also as the President of GSMOL – Golden State Manufactured-Home Owner's League, Chapter 0488, where I reside at Hemet West Mobile Estates. In my volunteer positions, I make an effort to resolve issues utilizing my negotiating skills.

For the past several years, I volunteered with several groups here in Hemet as well as other areas of California including but not limited to The Laguna Hills Civic Association, The El Toro HOA, and Aegean Hills Neighborhood Watch Program, Hemet ROCS Committee as well as my current volunteer positions.

If the Hemet Rent Review Commission has a need for a dedicated volunteer, I would be thrilled to have the opportunity to assist. My schedule is flexible and I am available evening and weekend hours, as well as during the day. I also have references upon request.

Sincerely,

  
Larry G. Graves



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

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

Mobilehome Rent Review Commission

NAME: Arlene Benson

ADDRESS: 4400 W Florida Ave Sp 286

CITY: Hemet ZIP: 92545

TELEPHONE: 909 204 1688

Past Experience and/or Education: was in the banking industry for 35 yrs  
worked 1yr as mobilehome manager & sales person

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

these have mostly been in banking industry

Organizations you have belonged to Gsmol, VMRA, currently known as  
HMRA, Treasurer for past 3+ years

How long have you lived in the community? 6 years 3 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

Arlene Benson 2/18/2014  
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.*

I have been interested in the mobilehome park communities for many years. My parents lived in a mobilehome park from 1974-2000.

I have always been compassionate in helping people and I feel in being on the commission I will continue to become knowledgeable in mobilehome living but also be able to help serve the community in other ways

I am always interested in bettering myself which in hand will help serve my neighbors better.

Thank you for considering me for this position.

Arden Benson  
4400 W Florida Ave  
Sp 286  
Mermet Ca 92545



## Staff Report

TO: Honorable Mayor and Members of the Hemet City Council

FROM: Wally Hill, City Manager *Wally Hill*

DATE: August 26, 2014

RE: Letters to President Obama and Mexican President Peña Nieto supporting the release of Marine Sergeant Andrew Tahmooressi

### **RECOMMENDED ACTION:**

That the City Council authorize the Mayor to send letters to President Obama and Mexican President Peña Nieto supporting the release of Marine Sergeant Andrew Tahmooressi

### **BACKGROUND:**

On March 31, 2014, Marine Sergeant Andrew Tahmooressi was arrested in Mexico, after making a wrong turn and ending up at the border with three legally registered personal firearms. He has remained in a Mexican jail since that arrest and is now standing trial. On July 31, 2014, Assemblymember Melissa Melendez, supported by twenty of her colleagues, sent a letter to President Obama, urging him to intervene to free Sergeant Tahmooressi. On August 14, 2014, the City of Temecula also sent letters to President Obama and Mexican President Nieto urging the release of Sergeant Tahmooressi.

### **PROJECT DESCRIPTION:**

Mayor Pro Tem Milne is requesting that the Council consider sending letters to President Obama and President Nieto supporting the release of Marine Sergeant Andrew Tahmooressi. Letters supporting the language in Assemblymember Melendez' and the City of Temecula's letters have been drafted for Council consideration.

### **COORDINATION & REVIEW:**

The draft letters support the language in Assemblymember Melendez' and the City of Temecula's letters.

### **FISCAL IMPACT:**

None

Respectfully submitted,



Wally Hill  
City Manager

Attachment(s):       Draft letter to President Obama  
                              Draft letter to President Nieto



# City of Hemet

From the Office  
of the  
**MAYOR**  
Larry Smith

445E. FLORIDA AVE • HEMET, CALIFORNIA 92543 • (951)765-2303

August 26, 2014

The President of the United States of America  
The White House  
1600 Pennsylvania Avenue NW  
Washington, DC 20500

***Re: Marine Sergeant Andrew Tahmooressi***

Dear Mr. President,

We are writing to ask that you do everything in your power as President and Commander-in-Chief to help free Marine Sergeant Andrew Tahmooressi, who has remained needlessly imprisoned in Mexico since March 31, 2014.

As you may know, Sergeant Tahmooressi was in San Diego, receiving treatment for post-traumatic stress, when he made a wrong turn and ended up at the Mexican border. He informed the border patrol agents he did not want to enter Mexico and that he had all his belongings with him, including three personal firearms that are legally registered in accordance with U.S. laws. The Sergeant placed a 911 call to seek help, but he was informed that as he was in Mexican territory, no assistance was possible, and he was subsequently arrested. Since that date Sergeant Tahmooressi has been incarcerated in harsh conditions.

Like you, we understand the magnitude of the serious problem of illegal arms and drug smuggling between Mexico and the United States. However, it is clear that Sergeant Tahmooressi is not part of the problem. His statement of admission when first approaching border authorities, and his cooperation with the Mexican authorities, point toward Sergeant Tahmooressi's innocence. He is entitled to expect the United States to facilitate a speedy resolution of this misunderstanding.

We do not assume to possess a superior knowledge of resources available to your constitutional office. However, we must plead, that pursuant to U.S. Code, Title 22, Chapter 23, Section 1732, that you demand the immediate release of Sergeant Tahmooressi. We believe the grounds for your demand are sufficiently met and are rooted beyond the initial stop,



# City of Hemet

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The President of the United States of America  
Page Two  
August 26, 2014

detention, and weapons charges made by Mexican officials. Instead, the unjust detention and basis for your action under this code relates directly to his right to due process, right to be free from physical compulsion at the hands of his captors, and right to a speedy, efficient, and just trial. The code states that whenever it is made known to the President that any citizen of the United States of America has been unjustly deprived of his liberty under the authority of a foreign government, that the duty of the President is to both: demand the reasons for the imprisonment; and if it appears wrongful and in violation of an American citizen's rights, the President shall demand that citizen's release.

As of Wednesday, July 23<sup>rd</sup>, the U.S. Customs and Border Protection agency has released, without undue delay, three armed Mexican police officers who apparently crossed our border inadvertently. These Mexican officers were in possession of substantially similar weapons to those in Sergeant Tahmooressi's possession. The expedited release of these Mexican police officers is fitting in the circumstances; so too, is the release of Sergeant Tahmooressi.

We urge you to apply all diplomatic and legal pressure at your disposal to ensure that Sergeant Tahmooressi is released without further delay. He has bravely served two tours of duty in Afghanistan and has earned your full support in accordance with United States law.

Thank you in advance for your urgent attention to this matter.

Sincerely,

Larry Smith  
Mayor

Cc: Hemet City Council Members



# City of Hemet

445 E. FLORIDA AVE • HEMET, CALIFORNIA 92543 • (951) 765-2303

From the Office  
of the  
MAYOR  
Larry Smith

August 26, 2014

Honorable Enrique Peña Nieto  
Presidente de los Estados Unidos Mexicanos  
Av. Paseo De la Reforma #211-213  
Col. Cuauhtémoc, Deleg. Cuauhtémoc  
Distrito Federal CP. 06500  
Mexico City  
Mexico

Honorable Jesús Murillo Karam,  
Federal Attorney General  
Procuraduría General de la República  
Paseo de la Reforma 211-213  
Col. Cuauhtémoc, C.P. 06500  
Mexico City  
Mexico

***Re: Marine Sergeant Andrew Tahmooressi***

Dear Honorable Sirs:

On behalf of the citizens and the City Council of the City of Hemet, California, we are writing to respectfully request that you do everything in your power as Presidente de los Estados Unidos Mexicanos and Procuraduría General de la República to help free Marine Sergeant Andrew Tahmooressi, who has remained needlessly imprisoned in Mexico since March 31, 2014.

As you may know, Sergeant Tahmooressi was in San Diego, receiving treatment for post-traumatic stress, when he made a wrong turn and ended up at the Mexican border. He informed the border patrol agents he did not want to enter Mexico and that he had all his belongings with him, including three personal firearms that are legally registered in accordance with U.S. laws. The Sergeant placed a 911 call to seek help, but was informed that since he entered Mexican territory, no assistance was possible, and he was subsequently arrested. Since that date, Sergeant Tahmooressi has been incarcerated in harsh conditions.



# City of Hemet

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Presidente de los Estados Unidos Mexicanos  
Procuraduría General de la República  
August 26, 2014  
Page 2

As of Wednesday, July 23<sup>rd</sup>, the U.S. Customs and Border Protection agency has released, without undue delay, three armed Mexican police officers who apparently crossed our border inadvertently. These Mexican officers were in possession of substantially similar weapons to those in Sergeant Tahmooressi's possession. The expedited release of these Mexican police officers is fitting in the circumstances; so too, is the release of Sergeant Tahmooressi.

We urge you to apply all diplomatic and legal pressure at your disposal to ensure that Sergeant Tahmooressi is released without further delay. He has bravely served two tours of duty in Afghanistan and has earned full support in accordance with United State Law.

Thank you in advance for your urgent attention to this matter.

Sincerely,

Larry Smith  
Mayor

Cc: Hemet City Council Members