



# AGENDA

## REGULAR MEETING OF THE HEMET CITY COUNCIL

November 18, 2014

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6:30 p.m.

City of Hemet Council Chambers  
450 E. Latham Avenue

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

*Please silence all cell phones*

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

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### Call to Order

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### Roll Call

ROLL CALL: Council Members Krupa, 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. Demonstration of "Unmanned Aerial System" - Community Safety Consulting Group
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## REGULAR SESSION

7:00 p.m.

City of Hemet City Council Chambers  
450 E. Latham Avenue

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### Call to Order

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### Roll Call

ROLL CALL: Council Members Krupa, 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 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

2. **Receive and File** – Investment Portfolio as of August 2014
3. **Receive and File** – Warrant Registers
  - a. Warrant registers dated October 30, 2014 in the amount of \$1,410,983.87 and October 31, 2014 in the amount of \$3,647,459.13. Payroll for the period of October 13, 2014 to October 26, 2014 was \$614,502.08.
4. **Recommendation by City Clerk** – Designated Employees to Complete Ethics Training
  - a. Adopt a resolution requiring certain designated employees to complete Ethics Training per Government Code section 53235(c)(2).  
**Resolution Bill No. 14-074**
5. **Recommendation by Police Department** - FY14 State Homeland Security Grant Program (SHSP) - Authorized Agent
  - a. Adopt a resolution for Authorized Agent of the FY14 State Homeland Security Grant. Acceptance of the grant will be requested at a later date.  
**Resolution Bill No. 14-073**
6. **Recommendation by Police Department** – 2014/15 CA Office of Traffic Safety - Selective Traffic Enforcement Grant
  - a. Accept the 2014/15 California Office of Traffic Safety (OTS) Grant in the amount of \$85,992; and
  - b. Upon receipt of the award, direct the Finance Department to establish an expenditure account and budget for the grant performance period.
7. **Recommendation by Community Investment** – Support for Riverside County Military Installations
  - a. Adopt a resolution expressing support for March Air Reserve Base and Naval Surface Warfare Center Corona opposing any closure or downsizing resulting from proposed Federal Base Realignment and Closure Act (BRAC).  
**Resolution Bill No. 14-076**

8. **Recommendation by Public Works** – Agreement for Services - Water Rate Study and System Market Valuation
    - a. Approve award of Agreement for Services to Bartle Wells Associates of Berkeley, California, to conduct a Water Rate Study and System Market Valuation; and
    - b. Approve purchase order in an amount not to exceed \$64,785.00; and
    - c. Authorize the City Manager to execute an agreement with Bartle Wells Associates in the same; and
    - d. Approve a 10% contingency (6,478.50) budget for unforeseen scope changes; and
    - e. Authorize the City Manager to directly contract with Herum/Crabtree/Suntag Attorneys for the legal services portion of the consultation, *if advantageous to the City*, deducting that amount from the purchase order authorization to Bartle Wells Associates.
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## **Approval of Minutes**

9. October 28, 2014
- 

### **Public Hearing**

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

10. **Downtown Project Review No. 14-001** – Community Development Director Elliano
    - a. Conduct a public hearing; and
    - b. Adopt a resolution approving Downtown Project Review No. 14-001 for a proposed façade improvement to an existing building located at 102 East Florida Avenue and subject to Conditions of Approval; and
    - c. Direct staff to file a Notice of Exemption with the County Clerk.**Resolution Bill No. 14-072**
  
  11. **Zoning Ordinance Amendment No. 14-005 (Congregate Care Facilities)** – Community Development Director Elliano
    - a. Conduct a public hearing; and
    - b. Introduce, read by title only and waive further reading of an ordinance approving ZOA 14-005, a City-initiated action amending Chapter 90 (Zoning) of the Hemet Municipal Code to update and expand the definitions to certain types of congregate living facilities, and to establish their use in the Multiple Family Residential Commercial, Downtown, and Institutional Zones.**Ordinance Bill No. 14-071**
-

## Discussion/Action Item

12. **Appointment of Replacement for the Unexpired Term on the Riverside County Board of Supervisors, District #3** – City Manager Hill
  - a. Consider approval of a letter to the Governor supporting the appointment of Ms. Rose Salgado to fill the unexpired term for Riverside County Board of Supervisors, 3<sup>rd</sup> District.

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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

13. CITY COUNCIL REPORTS AND COMMENTS
  - A. Council Member Krupa
    1. Traffic and Parking Commission
    2. Riverside Conservation Authority (RCA)
    3. Ramona Bowl Association
    4. Indian Gaming Distribution Fund
    5. Riverside Transit Agency (RTA)
    6. Watermaster Board
  - B. Council Member Wright
    1. Park Commission
    2. Planning Commission
    3. Indian Gaming Distribution Fund
    4. Riverside County Habitat Conservation Agency (RCHCA)
    5. Ramona Bowl Association
  - C. Council Member Youssef
    1. Western Riverside County of Governments (WRCOG)
    2. Riverside County Transportation Commission (RCTC)

- D. Mayor Pro Tem Milne
    - 1. Library Board
    - 2. League of California Cities
    - 3. Riverside County Habitat Conservation Agency (RCHCA)
    - 4. Riverside Transit Agency (RTA)
    - 5. Riverside Conservation Authority (RCA)
    - 6. Disaster Planning Commission
  
  - E. Mayor Smith
    - 1. League of California Cities
    - 2. Riverside County Transportation Commission (RCTC)
    - 3. Western Riverside County of Governments (WRCOG)
    - 4. Public Safety Update
    - 5. 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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## **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, December 9, 2014 at 7:00 p.m. for consideration of items placed on that agenda. The next regular meeting will be held January 13, 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.*

*In compliance with the Americans with Disabilities Act, if you need special assistance to participate in this meeting, please contact the City Clerk. Notification 48 hours prior to the meeting will enable the City to make reasonable arrangements to ensure accessibility to this meeting.*



# AGENDA

# 2

## Staff Report

TO: Honorable Mayor and members of the City Council  
FROM: Judith L. Oltman, City Treasurer  
DATE: November 18, 2014  
RE: Investment Portfolio as of August 2014

### **RECOMMENDED ACTION:**

Receive and file.

### **ANALYSIS:**

The summary statement of activity and balances of the Treasurer's Investment Portfolio for the month of August 2014 is forwarded herewith for your review.

On 8/27/14 we purchased a 5 year/1year call FNMA #2277 for \$500,000 at 2%. On 8/21/14 we purchased a 5 year NCD #3181 American Express FSB for \$247,000 at 2.10% and on 8/27/14 we purchased a 5 year NCD Discover Bank #3181 for \$247,000 at 2.10%. On 8/13/14 we purchased a 5 year Municipal Bond #5022 Habersham Co. Hospital Authority for \$795,000 at a 2.08% yield. On 8/14/14 we purchased two 5 year medium notes : Berkshire Hathaway #5023 for \$1,000,000 at a 2% yield and UBS AG #5024 at a 2.29% yield. On 8/25/14 our Discover Bank #3134 and American Express #3138 matured.

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

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

Respectfully Submitted,

Judith L. Oltman  
City Treasurer

attachment

CITY OF HEMET, CALIFORNIA  
 Monthly Report of Investment Activities

AUGUST 2014

INVESTMENT CLASSIFICATIONS	MONTHLY ACTIVITY	CONSOLIDATED BALANCE
PORTFOLIO AS OF JULY	66,247,859.66	
<b>CERTIFICATES OF DEPOSIT</b>		
Placed this month	494,000.00	
Matured this month	-496,000.00	
<b>Balance</b>		7,185,000.00
<b>LOCAL AGENCY INVESTMENT FUND: City of Hemet</b>		
Deposits		
Withdrawals		
<b>Balance</b>		33,216,199.67
<b>LOCAL AGENCY INVESTMENT FUND: City of Hemet</b>		
Deposits		
Withdrawals		
<b>Balance</b>		1,880.52
<b>BANK OF NEW YORK MELLON Custodial Acct.</b>		
Deposits	511,527.70	
Withdrawals	-3,317,112.59	
<b>Balance</b>		1,508,363.80
<b>MONEY MARKET ACCTS.</b>		
Deposits		
Withdrawals		
<b>Balance</b>		200,000.00
<b>CITIBANK: Money Market Account</b>		
Deposits	15,676.78	
Withdrawals		
<b>Balance</b>		1,172,495.72
<b>CITIBANK: Money Market Account 3</b>		
Deposits	715,114.04	
Withdrawals	-2,200,000.00	
<b>Balance</b>		1,787,125.88
<b>MUNICIPAL BONDS &amp; NOTES</b>		
Deposits	2,295,000.00	
Withdrawals		
<b>Balance</b>		11,195,000.00
<b>GOVERNMENT AGENCIES</b>		
2252 1.0% FNMA 8/21/17		500,000.00
2253 1.0% FNMA 11/29/17		500,000.00
2254 1.05 FHLB 1/17/18		500,000.00
2255 1.15% FNMA 2/28/18		500,000.00
2256 1.10% FHLMC 4/17/18		500,000.00
2257 1.15% FHLMC 4/25/18		500,000.00
2258 1.0% FNMA 4/30/18		500,000.00
2259 .70% FNMA 4/30/18		500,000.00
2260 1.0% FNMA 5/21/18		500,000.00
2261 1.17% FHLB 6/13/18		500,000.00
2262 1.40% FHLMC 6/26/18		500,000.00
2263 1.45% FHLB 6/27/18		500,000.00
2265 1.55% FHLMC 7/17/18		500,000.00
2270 2.28% FFCB 9/11/18		500,000.00
2274 1.81% FFCB 11/19/18		500,000.00
2276 2.07% FHLB 4/15/19		500,000.00
2277 2.00% FNMA 8/27/19	500,000.00	500,000.00
<b>PORTFOLIO BALANCE AS OF AUGUST 2014</b>	<b>64,766,065.59</b>	<b>64,766,065.59</b>

INTEREST EARNINGS	14-15 FISCAL YEAR-TO-DATE	
EARNINGS BALANCE AS AUGUST 1, 2014		-52,781.16
CERTIFICATES OF DEPOSIT INT.	10,122.16	
OTHER GOVERNMENT SECURITIES	2,500.00	
CITIBANK MONEY MARKET ACCOUNT	148.08	
CITIBANK MONEY MARKET ACCOUNT 3	314.04	
BANK OF NY MONEY MARKET ACCT.	8.69	
ACCRUED INTEREST		
<b>LOCAL AGENCY INVESTMENT FUNDS</b>		
City of Hemet Interest		
City of Hemet Interest		
<b>MONTHLY EARNINGS TOTAL</b>	<b>13,092.97</b>	<b>13,092.97</b>
<b>MEMO ONLY:</b>		
MERCHANT BANK CHG.	-3,239.74	
LIBRARY CREDIT CARD FEES	-116.91	
ARMORED CAR	-780.28	
ASSET SEIZURE FUNDS		
Charges as of AUG. 1, 2014	-4,823.96	
	-8,960.89	
<b>14-15 YEAR-TO-DATE INTEREST EARNINGS</b>		<b>-39,688.19</b>

**CITY OF HEMET  
Portfolio Management  
Portfolio Summary  
August 31, 2014**

<b>Investments</b>	<b>Par Value</b>	<b>Market Value</b>	<b>Book Value</b>	<b>% of Portfolio</b>	<b>Term</b>	<b>Days to Maturity</b>	<b>YTM 360 Equiv.</b>	<b>YTM 365 Equiv.</b>
Certificates of Deposit - Bank	2,227,000.00	2,254,019.40	2,227,000.00	3.43	1,543	543	1.480	1.501
Managed Pool Accounts	33,218,080.19	33,218,080.19	33,218,080.19	51.21	1	1	0.256	0.260
Passbook/Checking Accounts	4,667,995.09	4,667,995.09	4,667,995.09	7.20	1	1	0.292	0.296
Local Government Bonds	6,195,000.00	6,297,737.70	6,264,439.73	9.66	1,608	996	3.332	3.378
Medium Term Notes	5,000,000.00	5,021,401.20	5,029,058.80	7.75	1,792	1,629	1.843	1.869
Federal Agency Issues - Coupon	8,500,000.00	8,448,325.00	8,500,000.00	13.10	1,826	1,387	1.330	1.348
Negotiable CDs	4,958,000.00	4,980,740.78	4,958,000.00	7.64	1,680	1,160	1.451	1.471
	<b>64,766,075.28</b>	<b>64,888,299.36</b>	<b>64,864,573.81</b>	<b>100.00%</b>	<b>715</b>	<b>512</b>	<b>0.953</b>	<b>0.966</b>

**Cash and Accrued Interest**

Accrued Interest at Purchase		18,280.57	18,280.57					
Subtotal		18,280.57	18,280.57					
<b>Total Cash and Investments</b>	<b>64,766,075.28</b>	<b>64,906,579.93</b>	<b>64,882,854.38</b>		<b>715</b>	<b>512</b>	<b>0.953</b>	<b>0.966</b>

<b>Total Earnings</b>	<b>August 31</b>	<b>Month Ending</b>
Current Year	49,710.00	
<b>Average Daily Balance</b>	<b>65,532,972.21</b>	
<b>Effective Rate of Return</b>	<b>0.89%</b>	

JUDITH L. OLTMAN, TREASURER

Reporting period 08/01/2014-08/31/2014

Run Date: 10/21/2014 - 16:14

No fiscal year history available

Portfolio COFH  
AP  
PM (PRF\_PM1) 7.3.0  
Report Ver. 7.3.5

**CITY OF HEMET**  
**Portfolio Management**  
**Portfolio Details - Investments**  
**August 31, 2014**

CUSIP	Investment #	Issuer	Average Balance	Purchase Date	Par Value	Market Value	Book Value	Stated Rate	S&P	YTM 365	Days to Maturity	Maturity Date
<b>Certificates of Deposit - Bank</b>												
02004MB51	3124	Ally Bank		07/30/2010	247,000.00	251,628.06	247,000.00	2.450		2.451	332	07/30/2015
06740KEX1	3146	BARCLAYS BANK DE		12/07/2011	247,000.00	252,862.35	247,000.00	1.900		1.902	828	12/07/2016
05568PYZ4	3130	BMW BANK OF NORTH AMERICA, UT		10/22/2010	248,000.00	248,520.38	248,000.00	1.550		1.551	51	10/22/2014
SYS3174	3174	BANK OF HEMET		09/06/2013	494,000.00	494,000.00	494,000.00	0.500		0.500	736	09/06/2016
SYS3144	3144	BANK OF THE WEST		10/12/2011	249,000.00	254,122.23	249,000.00	1.750		1.750	772	10/12/2016
SYS3136	3136	CIT BANK		08/24/2011	247,000.00	252,366.00	247,000.00	1.800		1.800	723	08/24/2016
36160WVR7	3132	G.E. Capital Financial, Inc.		08/12/2011	247,000.00	252,520.38	247,000.00	1.850		1.850	711	08/12/2016
SYS3140	3140	GOLDMAN SACHS		08/31/2011	248,000.00	248,000.00	248,000.00	1.200		1.200	1	09/02/2014
<b>Subtotal and Average</b>			<b>2,611,000.00</b>		<b>2,227,000.00</b>	<b>2,254,019.40</b>	<b>2,227,000.00</b>			<b>1.501</b>	<b>543</b>	
<b>Managed Pool Accounts</b>												
SYS1001	1001	LOCAL AGENCY INVESTMENT FUND			33,216,199.67	33,216,199.67	33,216,199.67	0.260		0.260	1	
SYS1002	1002	LOCAL AGENCY INVEST. FUND			1,880.52	1,880.52	1,880.52	0.260		0.260	1	
<b>Subtotal and Average</b>			<b>33,218,080.19</b>		<b>33,218,080.19</b>	<b>33,218,080.19</b>	<b>33,218,080.19</b>			<b>0.260</b>	<b>1</b>	
<b>Passbook/Checking Accounts</b>												
SYS5009	5009	BANK OF NEW YORK			1,508,373.49	1,508,373.49	1,508,373.49			0.000	1	
SYS5001	5001	Citibank			1,172,495.72	1,172,495.72	1,172,495.72	0.450		0.450	1	
SYS5004	5004	CITIBANK3			1,787,125.88	1,787,125.88	1,787,125.88	0.450		0.450	1	
SYS5011	5011	RABOBANK		02/28/2013	200,000.00	200,000.00	200,000.00	0.260		0.260	1	
<b>Subtotal and Average</b>			<b>6,744,086.89</b>		<b>4,667,995.09</b>	<b>4,667,995.09</b>	<b>4,667,995.09</b>			<b>0.296</b>	<b>1</b>	
<b>Local Government Bonds</b>												
048339SE6	5018	ATLANTIC CITY N.J.		06/02/2014	465,000.00	483,753.45	492,030.22	3.953	A	2.075	1,308	04/01/2018
048339SF3	5019	ATLANTIC CITY N.J.		06/02/2014	440,000.00	458,990.40	470,142.15	4.253	A	2.651	1,673	04/01/2019
404476HH9	5022	HABERSHAM COUNTY HOSPITAL AUTH		08/13/2014	795,000.00	793,004.55	800,667.79	2.250		2.080	1,614	02/01/2019
423542KL2	5006	HEMET UNIFIED SCHOOL DISTRICT		07/22/2010	2,000,000.00	2,038,660.00	1,996,627.32	5.375		5.609	303	07/01/2015
533020DC4	5012	CITY OF LINCOLN		03/02/2013	995,000.00	1,012,054.30	995,000.00	3.000		3.000	366	09/02/2015
650035J66	5015	NEW YORK STATE REVENUE BONDS		03/25/2014	500,000.00	502,115.00	498,922.84	2.000		2.050	1,656	03/15/2019
13063CKL3	5017	STATE OF CALIFORNIA		05/16/2014	1,000,000.00	1,009,160.00	1,011,049.41	2.250		2.000	1,703	05/01/2019
<b>Subtotal and Average</b>			<b>5,954,997.06</b>		<b>6,195,000.00</b>	<b>6,297,737.70</b>	<b>6,264,439.73</b>			<b>3.378</b>	<b>996</b>	
<b>Medium Term Notes</b>												
037833AQ3	5016	APPLE		05/15/2014	1,000,000.00	1,006,070.00	1,006,209.38	2.100		1.960	1,708	05/06/2019

**CITY OF HEMET**  
**Portfolio Management**  
**Portfolio Details - Investments**  
**August 31, 2014**

CUSIP	Investment #	Issuer	Average Balance	Purchase Date	Par Value	Market Value	Book Value	Stated Rate	S&P	YTM 365	Days to Maturity	Maturity Date
<b>Medium Term Notes</b>												
084670BL1	5023	BERKSHIRE HATHAWAY		08/14/2014	1,000,000.00	1,003,125.00	1,004,685.33	2.100		2.000	1,808	08/14/2019
14912L6B2	5020	CATERPILLAR		06/09/2014	1,000,000.00	1,003,906.20	1,003,617.34	2.100	A	2.020	1,742	06/09/2019
36962G7G3	5014	G.E. CAPITAL CORP.		03/14/2014	500,000.00	509,310.00	509,371.71	2.300		1.932	1,596	01/14/2019
68389XAN5	5010	ORACLE		03/28/2013	500,000.00	498,195.00	500,758.72	1.200		1.150	1,140	10/15/2017
90261XHE5	5024	UBS AG STAMFORD CT		08/18/2014	500,000.00	501,665.00	501,975.60	2.375		2.290	1,808	08/14/2019
94974BFG0	5013	WELLS FARGO		04/26/2013	500,000.00	499,130.00	502,440.72	1.500		1.350	1,233	01/16/2018
<b>Subtotal and Average</b>			<b>4,332,679.04</b>		<b>5,000,000.00</b>	<b>5,021,401.20</b>	<b>5,029,058.80</b>			<b>1.869</b>	<b>1,629</b>	
<b>Federal Agency Issues - Coupon</b>												
3133ECZB3	2270	FEDERAL FARM CREDIT BANKS		09/11/2013	500,000.00	500,245.00	500,000.00	2.280		2.280	1,471	09/11/2018
3133EDA51	2274	FEDERAL FARM CREDIT BANKS		11/19/2013	500,000.00	501,620.00	500,000.00	1.810		1.810	1,540	11/19/2018
313381MV4	2254	FEDERAL HOME LOAN BANK		01/17/2013	500,000.00	495,725.00	500,000.00	1.050		1.050	1,234	01/17/2018
313383GY1	2261	FEDERAL HOME LOAN BANK		06/13/2013	500,000.00	494,795.00	500,000.00	1.170		1.170	1,381	06/13/2018
313383JZ53	2263	FEDERAL HOME LOAN BANK		06/27/2013	500,000.00	497,620.00	500,000.00	1.450		1.450	1,395	06/27/2018
3130A1GQ5	2276	FEDERAL HOME LOAN BANK		04/15/2014	500,000.00	500,025.00	500,000.00	2.070		2.070	1,687	04/15/2019
3134G37C8	2256	FEDERAL HOME LOAN MTG ASSOC.		04/17/2013	500,000.00	497,010.00	500,000.00	1.100		1.100	1,324	04/17/2018
3134G37H7	2257	FEDERAL HOME LOAN MTG ASSOC.		04/25/2013	500,000.00	495,420.00	500,000.00	1.150		1.150	1,332	04/25/2018
3134G47G7	2262	FEDERAL HOME LOAN MTG ASSOC.		06/26/2013	500,000.00	497,600.00	500,000.00	1.400		1.400	1,394	06/26/2018
3134G4BG2	2265	FEDERAL HOME LOAN MTG ASSOC.		07/17/2013	500,000.00	499,835.00	500,000.00	1.550		1.550	1,415	07/17/2018
3135G0NF6	2252	FEDERAL NTL MORTGAGE ASSOC.		08/21/2012	500,000.00	498,430.00	500,000.00	1.000		1.000	1,085	08/21/2017
3136G04U2	2253	FEDERAL NTL MORTGAGE ASSOC.		11/29/2012	500,000.00	496,195.00	500,000.00	1.000		1.000	1,185	11/29/2017
3135G0UN1	2255	FEDERAL NTL MORTGAGE ASSOC.		02/28/2013	500,000.00	496,550.00	500,000.00	1.150		1.146	1,276	02/28/2018
3135G0WN9	2258	FEDERAL NTL MORTGAGE ASSOC.		04/30/2013	500,000.00	492,160.00	500,000.00	1.000		1.000	1,337	04/30/2018
3136G1LB3	2259	FEDERAL NTL MORTGAGE ASSOC.		04/30/2013	500,000.00	494,990.00	500,000.00	0.750		0.740	1,337	04/30/2018
3135G0XG3	2260	FEDERAL NTL MORTGAGE ASSOC.		05/21/2013	500,000.00	492,575.00	500,000.00	1.000		1.000	1,358	05/21/2018
3136G23T2	2277	FEDERAL NTL MORTGAGE ASSOC.		08/27/2014	500,000.00	497,530.00	500,000.00	2.000		2.000	1,821	08/27/2019
<b>Subtotal and Average</b>			<b>8,080,645.16</b>		<b>8,500,000.00</b>	<b>8,448,325.00</b>	<b>8,500,000.00</b>			<b>1.348</b>	<b>1,387</b>	
<b>Negotiable CDs</b>												
02437PAG8	3173	AMERICAN NATIONAL BANK DALLAS		08/12/2013	248,000.00	248,000.00	248,000.00	1.250		1.251	1,076	08/12/2017
02587CAW0	3180	AMERICAN EXPRESS FSB		08/21/2014	247,000.00	250,907.94	247,000.00	2.100		2.101	1,815	08/21/2019
0606247B3	3176	BANK OF BARODA N.Y.		11/12/2013	248,000.00	248,000.00	248,000.00	2.150		2.151	1,534	11/13/2018
856284-E3-4	3147	BANK OF INDIA NEW YORK		04/27/2012	248,000.00	254,561.04	248,000.00	2.000		2.001	969	04/27/2017
17037TDV6	3169	CHOICE FINANCIAL GROUP		11/20/2012	248,000.00	246,093.43	248,000.00	1.000		1.001	1,176	11/20/2017
20033AAG13	3168	COMENITY CAPITAL BANK		10/25/2012	249,000.00	247,749.02	249,000.00	1.050		1.065	1,150	10/25/2017

Portfolio COFH  
AP

**CITY OF HEMET**  
**Portfolio Management**  
**Portfolio Details - Investments**  
**August 31, 2014**

CUSIP	Investment #	Issuer	Average Balance	Purchase Date	Par Value	Market Value	Book Value	Stated Rate	S&P	YTM 365	Days to Maturity	Maturity Date
<b>Negotiable CDs</b>												
20451PEN2	3175	COMPASS BANK		09/25/2013	247,000.00	251,640.19	247,000.00	2.000		2.001	1,485	09/25/2018
20786AAL9	3177	CONNECTONE BANK N.J.		12/13/2013	247,000.00	249,646.75	247,000.00	1.850		1.851	1,564	12/13/2018
2546714X5	3181	DISCOVER BANK		08/27/2014	247,000.00	250,920.95	247,000.00	2.100		2.101	1,821	08/27/2019
29976DNY2	3166	EVERBANK		10/15/2012	248,000.00	248,000.00	248,000.00	1.000		1.001	1,141	10/16/2017
373128DS3	3167	GEORGIA BANK AND TRUST		10/17/2012	249,000.00	247,369.25	249,000.00	1.000		1.014	1,142	10/17/2017
36159CRZ1	3126	GE Money Bank		07/30/2010	247,000.00	251,513.51	247,000.00	2.400		2.400	332	07/30/2015
48124JSB5	3171	JP MORGAN CHASE BANK		01/28/2013	248,000.00	248,000.00	248,000.00	0.850		0.850	1,245	01/28/2018
628779FJ4	3178	NBT BANK		06/06/2014	247,000.00	249,552.87	247,000.00	1.800		1.800	1,739	06/06/2019
74267GUQ8	3179	PRIVATEBANK & TRUST CO.		07/21/2014	247,000.00	247,000.00	247,000.00	2.000		2.001	1,785	07/22/2019
7865803L2	3164	SAFRA NATIONAL BANK		09/27/2012	249,000.00	249,000.00	249,000.00	0.800		0.800	392	09/28/2015
795450NR2	3163	SALLIE MAE		07/25/2012	248,000.00	248,000.00	248,000.00	1.200		1.200	329	07/27/2015
84603M2W5	3165	SOVEREIGN BANK		10/03/2012	249,000.00	249,145.12	249,000.00	0.750		0.750	32	10/03/2014
909557CL2	3170	United Bankers' Bank		11/29/2012	249,000.00	247,640.71	249,000.00	1.100		1.115	1,185	11/29/2017
94986TMF1	3172	WELLS FARGO		03/28/2013	248,000.00	248,000.00	248,000.00	1.000		1.000	1,304	03/28/2018
<b>Subtotal and Average</b>			<b>4,591,483.87</b>		<b>4,958,000.00</b>	<b>4,980,740.78</b>	<b>4,958,000.00</b>			<b>1.471</b>	<b>1,160</b>	
<b>Total and Average</b>			<b>65,532,972.21</b>		<b>64,766,075.28</b>	<b>64,888,299.36</b>	<b>64,864,573.81</b>			<b>0.966</b>	<b>512</b>	

**CITY OF HEMET  
Portfolio Management  
Portfolio Details - Cash  
August 31, 2014**

CUSIP	Investment #	Issuer	Average Balance	Purchase Date	Par Value	Market Value	Book Value	Stated Rate	S&P	YTM 365	Days to Maturity
<b>Average Balance</b>			<b>0.00</b>	Accrued Interest at Purchase		18,280.57	18,280.57				<b>0</b>
				Subtotal		18,280.57	18,280.57				
<b>Total Cash and Investments</b>			<b>65,532,972.21</b>		<b>64,766,075.28</b>	<b>64,906,579.93</b>	<b>64,882,854.38</b>			<b>0.966</b>	<b>512</b>

**CITY OF HEMET**  
**Received Interest**  
**Sorted by Issuer**  
**Received August 1, 2014 - August 31, 2014**

Issuer	CUSIP	Investment #	Security Type	Par Value	Current Rate	Date Due	Date Received	Interest		Variance
								Amount Due	Amount Received	
AMERICAN NATIONAL BANK DALLAS	02437PAG8	3173	NC2	248,000.00	1.250	08/12/2014	08/13/2014	1,537.26	1,537.26	-
							<b>Subtotal</b>	<b>1,537.26</b>	<b>1,537.26</b>	
AMERICAN EXPRESS CENTURIAN	02587DCK2	3138	BCD	0.00	1.150	08/25/2014	08/26/2014	1,414.28	1,414.28	-
							<b>Subtotal</b>	<b>1,414.28</b>	<b>1,414.28</b>	
BANK OF HEMET	SYS3174	3174	BCD	494,000.00	0.500	08/06/2014	08/06/2014	209.78	209.78	-
							<b>Subtotal</b>	<b>209.78</b>	<b>209.78</b>	
BANK OF THE WEST	SYS3144	3144	BCD	249,000.00	1.750	08/12/2014	08/13/2014	370.09	370.09	-
							<b>Subtotal</b>	<b>370.09</b>	<b>370.09</b>	
CIT BANK	SYS3136	3136	BCD	247,000.00	1.800	08/24/2014	08/26/2014	2,223.00	2,204.73	-18.27
							<b>Subtotal</b>	<b>2,223.00</b>	<b>2,204.73</b>	
COMENITY CAPITAL BANK	20033AAG13	3168	NC2	249,000.00	1.050	08/25/2014	08/26/2014	225.14	222.05	-3.09
							<b>Subtotal</b>	<b>225.14</b>	<b>222.05</b>	
CONNECTONE BANK N.J.	20786AAL9	3177	NC2	247,000.00	1.850	08/13/2014	08/14/2014	388.09	388.09	-
							<b>Subtotal</b>	<b>388.09</b>	<b>388.09</b>	
DISCOVER BANK	SYS3134	3134	BCD	0.00	1.050	08/25/2014	08/26/2014	7.08	7.13	0.05
	SYS3134	3134	BCD	0.00	1.050	08/24/2014	08/26/2014	1,302.00	1,291.30	-10.70
							<b>Subtotal</b>	<b>1,309.08</b>	<b>1,298.43</b>	
FEDERAL NTL MORTGAGE ASSOC.	3135G0NF6	2252	FAC	500,000.00	1.000	08/21/2014	08/25/2014	2,500.00	2,500.00	-
							<b>Subtotal</b>	<b>2,500.00</b>	<b>2,500.00</b>	
G.E. Capital Financial, Inc.	36160WVR7	3132	BCD	247,000.00	1.850	08/12/2014	08/13/2014	2,284.75	2,265.97	-18.78
							<b>Subtotal</b>	<b>2,284.75</b>	<b>2,265.97</b>	

**CITY OF HEMET**  
**Received Interest**  
**Received August 1, 2014 - August 31, 2014**

Issuer	CUSIP	Investment #	Security Type	Par Value	Current Rate	Interest				
						Date Due	Date Received	Amount Due	Amount Received	Variance
GEORGIA BANK AND TRUST	373128DS3	3167	NC2	249,000.00	1.000	08/17/2014	08/19/2014	214.42	211.48	-2.94
<b>Subtotal</b>								<b>214.42</b>	<b>211.48</b>	
<b>Total</b>								<b>12,675.89</b>	<b>12,622.16</b>	
<b>Total Cash Overpayment</b>								<b>0.05</b>		
<b>Total Cash Shortfall</b>								<b>-53.78</b>		

CITY OF HEMET  
 Received Interest  
 Received August 1, 2014 - August 31, 2014

Issuer	CUSIP	Investment #	Security Type	Par Value	Current Rate	Date Received	Interest
							Amount Received
<b>Cash Accounts</b>							
BANK OF NEW YORK	SYS5009	5009	PA1	1,508,363.80		08/01/2014	7.69
						<b>Subtotal</b>	<b>7.69</b>
Citibank	SYS5001	5001	PA1	1,172,495.72	0.450	08/29/2014	148.08
						<b>Subtotal</b>	<b>148.08</b>
CITIBANK3	SYS5004	5004	PA1	1,787,125.88	0.450	08/29/2014	314.04
						<b>Subtotal</b>	<b>314.04</b>
						<b>Total</b>	<b>469.81</b>

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

[www.treasurer.ca.gov/pmia-laif/laif.asp](http://www.treasurer.ca.gov/pmia-laif/laif.asp)  
October 14, 2014

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

PMIA Average Monthly Yields

Account Number:  
98-33-362

Tran. Type Definitions

August 2014 Statement

Account Summary

Total Deposit:	0.00	Beginning Balance:	33,216,199.67
Total Withdrawal:	0.00	Ending Balance:	33,216,199.67

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

[www.treasurer.ca.gov/pmia-laif/laif.asp](http://www.treasurer.ca.gov/pmia-laif/laif.asp)  
October 14, 2014

TREASURER  
445 EAST FLORIDA AVENUE  
HEMET, CA 92543-4209

PMIA Average Monthly Yields

Account Number:  
65-33-006

Tran Type Definitions

August 2014 Statement

Account Summary

Total Deposit:	0.00	Beginning Balance:	1,880.52
Total Withdrawal:	0.00	Ending Balance:	1,880.52

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

Date	Activity	98510810 496-1502 Interest Fund	98510811 Principal Fund	98510812 Sinking Fund	98510813 496-1503 Reserve Fund	98510814 Redemption Fund	98510815 390-1502 Cost of Issuance	RDA 390-1503 Acquisition Fund	TOTAL All Accounts
	BALANCE	8.36	0.66	0.00	607,203.12	0.00	0.00	(0.00)	607,212.14
7/31/2014	Interest				8.00				8.00
	Interfund transfer								0.00
	Debt Service from City of Hemet								0.00
	Debt Service Payment								0.00
	BALANCE	8.36	0.66	0.00	607,211.12	0.00	0.00	(0.00)	607,220.14
8/31/2014	Interest				8.26				8.26
	Interfund transfer								0.00
	Debt Service from City of Hemet								0.00
	Debt Service Payment								0.00
	BALANCE	8.36	0.66	0.00	607,219.38	0.00	0.00	(0.00)	607,228.40
	First American Treas Oblig CL D Corp Tr		607,228.40						
	Money Market/RDA		<u>607,228.40</u>						
			0.00						

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

Date	Activity	98510818	98510819		98510816	98510815	98510817	RDA		TOTAL All Accounts
		496-1504 Interest Fund	Principal Fund	Sinking Fund	496-1506 Reserve Fund	Redemption Fund	389-1502 Cost of Issuance	389-1503 Acquisition Fund		
	BALANCE	6.76	0.32	0.00	477,088.16	0.00	(0.00)	0.00		477,095.24
7/31/2014	Interest				6.28					6.28
	Interfund transfer									0.00
	Debt Service from City of Hemet									0.00
	Debt Service Pmt									0.00
	BALANCE	6.76	0.32	0.00	477,094.44	0.00	(0.00)	0.00		477,101.52
8/31/2014	Interest				6.49					6.49
	Interfund transfer									0.00
	Debt Service from City of Hemet									0.00
	Debt Service Pmt									0.00
	BALANCE	6.76	0.32	0.00	477,100.93	0.00	(0.00)	0.00		477,108.01
	First American Treas Oblig CL D Corp Tr		477,108.01							
	LAIF/RDA		0.00							
			<u>477,108.01</u>							
			0.00							

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

Date	Activity	103852000 788-1508 Bond	103852001 788-1508 Prepayment	103852002 Special	103852003 788-1510 Escrow	103852004 788-1502 Cost of	103852005 788-1506 Reserve	TOTAL
	BALANCE	0.00	3,002,471.66	(0.00)	0.00	0.00	466,136.25	3,468,607.91
7/31/2014	Interest							0.00
	Transfer funds							0.00
	City of Hemet							0.00
	Debt Service							0.00
	Khov prepay (31 lots)							0.00
	Trust fees							0.00
	BALANCE	0.00	3,002,471.66	(0.00)	0.00	0.00	466,136.25	3,468,607.91
8/31/2014	Interest							0.00
	Transfer funds		259,046.25					259,046.25
	City of Hemet							0.00
	Debt Service							0.00
	Khov prepay (31 lots)							0.00
	Trust fees							0.00
	BALANCE	0.00	3,261,517.91	(0.00)	0.00	0.00	466,136.25	3,727,654.16

First American Treasury Oblig	3,727,654.16	
US Treasury Notes, various		not carried on COH books
Misc Assets	1.00	
	<u>3,727,655.16</u>	

Cash held by FA, net of Escrow acct	3,727,654.16
	0.00



## Staff Report

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TO: Honorable Mayor and Members of the City Council

FROM: Jessica A. Hurst, DCM/Administrative Services Director;  
Wally Hill, City Manager *Wally Hill*

DATE: November 18, 2014

RE: Warrant Register

The City of Hemet's warrant registers dated October 30, 2014 in the amount of \$1,410,983.87 and October 31, 2014 in the amount of \$3,647,459.13 is currently posted on the City's website in the Finance Department section, under *Financial Information*. Payroll for the period of October 13, 2014 to October 26, 2014 was \$614,502.08.

### CLAIMS VOUCHER APPROVAL

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

Respectfully submitted,

Jessica A. Hurst  
Deputy City Manager/Administrative Services Director

JAH: mh

CITY OF HEMET  
VOUCHER/WARRANT REGISTER  
FOR ALL PERIODS

CLAIMS VOUCHER APPROVAL

I, JESSICA A. HURST, 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.

JESSICA A. HURST  
DCM/ADMINISTRATIVE SERVICES DIRECTOR



AGENDA # 4

## *Staff Report*

---

TO: Honorable Mayor and Members of the City Council  
FROM: Wally Hill, City Manager *Wally Hill*  
Sarah McComas, City Clerk  
DATE: November 18, 2014  
RE: Designated Employees to complete Ethics Training

### **RECOMMENDATION:**

Adopt Resolution Bill No. 14-074 requiring certain designated employees to complete Ethics Training per Government Code section 53235 (c)(2).

### **BACKGROUND:**

Government Code section 53235 requires members of local agency legislative bodies who receive compensation, stipends or reimbursements to complete ethics training every two years. Section 53235(c)(2) provides that the legislative body of a local agency may require other agency employees to comply with the ethics training requirement. It is recommended that the employees listed in Exhibit "A" to the resolution complete the ethics training as required by Government Code section 53235.

### **FISCAL IMPACT:**

There is no fiscal impact for this amendment.

Respectfully submitted,

Sarah McComas  
City Clerk

Eric S. Vail  
City Attorney



**CITY OF HEMET  
Hemet, California  
RESOLUTION BILL NO. 14-074**

**A RESOLUTION OF THE CITY COUNCIL OF THE CITY  
OF HEMET, CALIFORNIA, REQUIRING CERTAIN  
DESIGNATED EMPLOYEES TO COMPLETE ETHICS  
TRAINING**

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**WHEREAS**, Government Code section 53235 requires members of local agency legislative bodies who receive compensation, stipends or reimbursements to complete ethics training every two years; and,

**WHEREAS**, section 53235(c)(2) provides that the legislative body of a local agency may require other agency employees to comply with the ethics training requirement; and,

**WHEREAS**, the City Council wishes to require additional employees complete the ethics training required by Government Code section 53235.

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

1. The employees listed in Exhibit "A" to this resolution shall complete ethics training as required by Government Code section 53235.

**PASSED, APPROVED, AND ADOPTED** this 18<sup>th</sup> day of November, 2014

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

ATTEST:

APPROVED AS TO FORM:

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

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

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

3 I, Sarah McComas, City Clerk of the City of Hemet, do hereby certify that the foregoing  
4 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 18<sup>th</sup> day of November, 2014  
5 by the following vote:

6 AYES:  
NOES:  
7 ABSTAIN:  
8 ABSENT:

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Sarah McComas, City Clerk

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**EXHIBIT "A"**

**LIST OF EMPLOYEES REQUIRED TO COMPLETE ETHICS TRAINING**

**List of Designated Employees  
Resolution Bill No. 14-074  
Exhibit A**

The following positions are required to complete Ethics Training.

<b>DEPARTMENT</b>	<b>TITLE</b>
Elected Official	Mayor
Elected Official	Mayor Pro Tem
Elected Official	Council Member
Elected Official	Treasurer
Appointed Official	Planning Commissioner
Appointed Official	Library Board Trustee
Appointed Official	Park Commissioner
Appointed Official	Traffic & Parking Commissioner
Appointed Official	Oversight Board Member
Appointed Official	Mobile Home Rent Review Commissioner
Appointed Official	Disaster Planning Commissioner
Administration	City Manager
Administration	Assistant City Manager
City Attorney	City Attorney
City Attorney	Assistant City Attorney
City Clerk	City Clerk
City Clerk	Deputy City Clerk
Administrative Services/Finance	Deputy City Manager/Administrative Services Director
Administrative Services/Finance	Finance Director
Administrative Services/Finance	Accounting Manager
Administrative Services/Finance	Principal Accountant
Administrative Services/Finance	Accounting Supervisor
Administrative Services/Finance	Customer Services/Billing Supervisor
Administrative Services/Finance	Procurement Administrator
Administrative Services/Finance	Purchasing Manager
Administrative Services/Finance	Purchasing Assistant
Administrative Services/Human Resources	Human Resources Director
Administrative Services/Human Resources	Human Resources Manager
Administrative Services/Information Tech.	IT Operations & Network System Supervisor
Administrative Services/Information Tech.	Information Systems Manager
Administrative Services/Information Tech.	Information Technology Specialist II
Administrative Services/Information Tech.	Information Technology Specialist I
Administrative Services/Information Tech.	Multi Media & Website Administrator
Community Development/Planning	Community Development Director
Community Development/Planning	Principal Planner
Community Development/Planning	Planner – Contract

Community Development/Code Compliance	Code Compliance Manager
Community Development/Code Compliance	Senior Code Enforcement Officer
Community Development/Building	Building Official
Community Development/Building	Building Inspector II
Community Investment	Community Investment Director
Community Investment	Housing Manager
Engineering	Engineering Director/City Engineer
Engineering	Principal Engineer
Fire	Fire Chief
Fire	Fire Division Chief
Fire	Fire Battalion Chief
Fire	Emergency Services Coordinator
Library	Library Director
Library	Senior Librarian
Library	Literacy Coordinator
Police	Police Chief
Police	Deputy Police Chief
Police	Police Captain
Police	Management Assistant
Public Works	Public Works Director
Public Works	Water/Waste Water Superintendent
Public Works	Streets Superintendent
Public Works	Refuse Superintendent
Public Works	Water/Waste Water Supervisor
Public Works	Streets Supervisor
Public Works	Equipment Maintenance Supervisor
Public Works	Facilities Maintenance Supervisor
Public Works	Park Maintenance Supervisor
Public Works	Senior Public Works Inspector
Public Works	Environmental Services Manager



*Staff Report*

TO: Honorable Mayor and Members of the Hemet City Council  
FROM: David M. Brown, Chief of Police; Wally Hill, City Manager  
DATE: November 18, 2014  
RE: FY14 State Homeland Security Grant Program (SHSP) – Authorized Agent

**RECOMMENDED ACTION:**

Adopt the resolution for Authorized Agent of the FY14 State Homeland Security Grant. Acceptance of the grant will be requested at a later date.

**BACKGROUND:**

The State Homeland Security Grant has a competitive application process and the Authorized Agent is just one requirement of the grant application. The grant is provided by the U.S. Department of Homeland Security (DHS)/Federal Emergency Management Agency (FEMA) and sub-granted through the State of California, California Governor’s Office of Emergency Services (Cal OES) and Riverside County Operational Area (OA).

**PROJECT DESCRIPTION:**

The Police Department has applied for this competitive grant to fully fund the purchase of thirteen (13) portable radios. The Authorized Agent Resolution is the last required step to enable the Department to process requests for the grant.

**ANALYSIS:**

The Authorized Agent (or City representative) will assure that the guidelines are met in accordance with the goals and objectives of the grant program. This includes (but is not limited to) following proper purchasing practices, submitting and maintaining necessary support documentation, and completing the work within the allowed time frame.

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

The Department continues to apply for and obtain available funding through various grant resources. By allowing for the Authorized Agent, we can continue to reach our goals and obtain the FY14 State Homeland Security Grant.

Respectfully submitted,

David M. Brown  
Chief of Police

Attachment(s): Resolution 14-073



CITY OF HEMET  
Hemet, California  
RESOLUTION BILL NO. 14-073

A RESOLUTION OF THE CITY COUNCIL OF THE CITY  
OF HEMET, CALIFORNIA, TO DESIGNATE AN  
AUTHORIZED AGENT UNDER THE FY14 STATE  
HOMELAND SECURITY GRANT PROGRAM (SHSP)

**WHEREAS**, the City Council ("Council") of the City of Hemet ("City") resolves to designate that the individuals whose position titles appear below are hereby designated as Authorized Agents:

Chief of Police  
(Title of Authorized Agent)

OR

Deputy Chief of Police  
(Title of Authorized Agent)

**WHEREAS**, the Authorized Agents are authorized, as an individual, to execute for and on behalf of the City, a public entity established under the laws of the State of California, any actions necessary for the purpose of obtaining and maintaining federal financial assistance provided by the U.S. Department of Homeland Security (DHS)/Federal Emergency Management Agency (FEMA) and sub-granted through the State of California, California Governor's Office of Emergency Services (Cal OES) and Riverside County Operational Area (OA).

**PASSED, APPROVED, AND ADOPTED** this 18th day of November, 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 18<sup>th</sup> day of November, 2014 by the following vote:

AYES:  
NOES:  
ABSTAIN:  
ABSENT:

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



# AGENDA # 6

## *Staff Report*

TO: Honorable Mayor and Members of the Hemet City Council

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

DATE: November 18, 2014

RE: Acceptance of 2014/15 CA Office of Traffic Safety – Selective Traffic Enforcement Grant in the amount of \$85,992.00

### **RECOMMENDED ACTIONS:**

1. Accept the 2014/15 California State Office of Traffic Safety (OTS) Grant in the amount of \$85,992.
2. Upon receipt of the award, direct the Finance Department to establish an expenditure account and budget for the grant performance period.

### **BACKGROUND:**

The California Office of Traffic Safety (OTS) awards federal National Highway Traffic Safety Administration (NTSA) funds on a competitive basis to state and local jurisdictions under the Selective Traffic Enforcement Program. The police department submitted a competitive grant application and has been awarded a significant grant award, in the amount of \$85,992.00 for the state's 2014/15 fiscal year, beginning in October.

### **ANALYSIS:**

In spite of a continuing reduction in injury and DUI traffic collisions over the past 4 years, the City of Hemet continues to be ranked in the top ten (worst) out of 103 comparable California jurisdictions for total injury collisions by daily vehicle miles traveled. This ranking is a factor of "daily vehicle miles traveled" as determined by Cal Trans, and the number of collisions per 1,000 daily vehicle miles traveled. With the help of past OTS grants, Hemet has made strides to move from the top of the list to 9<sup>th</sup> place. In light of these rankings, the Hemet Police Department prepared a grant application that includes strategic and targeted enforcement activities aimed at reducing the number of injury and DUI collisions.

The award includes funding for overtime and training in best practices for reducing injury and impaired-driving traffic collisions. The grant objectives will include a public education campaign, basic and advanced field sobriety test training, DUI saturation patrols, pedestrian safety enforcement, seat belt enforcement, distracted driving enforcement operations, warrant sweeps,

directed enforcement into traffic violations that cause the most Hemet collisions, and surveillance programs that target repeat DUI offenders.

**INTEGRATION OF CITY COUNCIL GOALS:**

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

**FISCAL IMPACT:**

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

Respectfully submitted,



David M. Brown  
Chief of Police

Fiscal Review:



Jessica Hurst  
Deputy City Manager/  
Administrative Services



GRANTS MADE EASY - STEP  
SCHEDULE A  
GRANT DESCRIPTION  
GRANT NO. PT15122

PAGE 1

1. PROBLEM STATEMENT

Hemet Police Department is a municipal department, servicing 81,046 residents, and daytime non-resident populations of around 100,000. Hemet has experienced a massive reduction in budget and personnel since about 2008, reducing from 96 authorized positions down to a current filled-position staffing of less than 60. To allow the patrol bureau to survive these cuts, the traffic bureau has been reduced from its peak of 8 sworn and 3 non-sworn personnel, down to its current staffing of only one sworn motor officer. While there used to be a dedicated supervisor over the bureau, it is supervised as a collateral duty by a supervisor responsible for three bureaus.

Patrol officers work a non-overlapping 12-hour shift and are expected to handle all reactive calls for service. In their spare time, they are expected to conduct traffic enforcement and DUI interdiction. Unfortunately, although only 5 or 6 officers are fielded per shift, the department averages nearly 150 calls for service per day, leaving little time available for proactive enforcement.

Hemet Police Department has utilized several funds, including OTS grant monies in recent years, to have officers work overtime details specifically geared toward reducing traffic fatalities, injuries, and DUI activity. Although our population and Daily Vehicle Miles Traveled (DVMT) continue to rise, the number of injury collisions has fallen several years in a row. The Department attributes much of those reductions to these overtime details. For the first time since our personnel reductions began in 2008, Hemet has fallen out of the top 10 cities for traffic collisions in most categories per OTS statistics. While Hemet was listed as the #1 (worst of more than 100) city for injury and fatal collisions from 2008 through 2010, and the composite worst city for two of those years (based upon DVMT), for 2011 (the most recent results available), Hemet has moved up to 9<sup>th</sup>, and 30<sup>th</sup> per capita. Though these gains are encouraging, Hemet is still understaffed due to budgetary constraints and cannot effectively combat the problem with full-time staff. A grant award will help fund overtime shifts dedicated to the prevention of traffic collisions, DUI, and distracted driving.

Most of Hemet's fatalities over the past year have been pedestrians who are walking into the path of vehicles that have the right of way. Four of Hemet's seven fatalities in 2013 were at-fault pedestrians. While Hemet has tried to educate the pedestrians through the media and pamphlets, many pedestrians are openly defiant of the governing vehicle code laws. One of the pedestrians killed last year was stopped by an officer only two hours earlier and warned to stay out of the roadway. That pedestrian stated he would comply, but was confident that he would never be hit by a car and politely indicated that the officer's warning was unnecessary. Hemet would like to address this issue through high-publicity enforcement of pedestrian violations, in addition to existing educational outreach.

GRANTS MADE EASY - STEP  
SCHEDULE A  
GRANT DESCRIPTION  
GRANT NO. PT15122

**A. Traffic Data Summary:**

Collision Type	2011				2012				2013			
	Collisions		Victims		Collisions		Victims		Collisions		Victims	
Fatal	7		9		6		7		6		7	
Injury	269		398		245		370		232		336	
	Fatal	Injury	Killed	Injured	Fatal	Injury	Killed	Injured	Fatal	Injury	Killed	Injured
Alcohol - Involved	1	37	1	57	4	28	4	50	3	37	3	49
Hit & Run	1	16	1	22	3	21	3	32	0	20	0	27
Nighttime (2100-0259 hrs)	1	26	1	38	3	29	4	43	3	29	3	39
<b>Top 3 Primary Collision Factors (CVC)</b>									Fatal	Injury	Killed	Injured
#1 -	Right of Way								1	40	1	66
#2 -	Unsafe Speed								1	38	2	58
#3 -	DUI								0	23	0	33

**B. PERFORMANCE MEASURES**

**A. Goals:**

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

GRANTS MADE EASY - STEP  
SCHEDULE A  
GRANT DESCRIPTION  
GRANT NO. PT15122

PAGE 3

- 11) To reduce the number of bicyclists killed in traffic collisions.
- 12) To reduce the number of bicyclists injured in traffic collisions.
- 13) To reduce the number of pedestrians killed in traffic collisions.
- 14) To reduce the number of pedestrians injured in traffic collisions.

**B. Objectives:**

- 1) To develop (by December 31) and/or maintain a "HOT Sheet" program to notify patrol and traffic officers to be on the lookout for identified repeat DUI offenders with a suspended or revoked license as a result of DUI convictions. Updated HOT sheets should be distributed to patrol and traffic officers monthly.
- 2) To send 5 law enforcement personnel to the NHTSA Standardized Field Sobriety Testing (SFST) (minimum 16-hour) POST-certified training.
- 3) To send 3 law enforcement personnel to the NHTSA Advanced Roadside Impaired Driving Enforcement (ARIDE) 16-hour POST-certified training.
- 4) To send 1 law enforcement personnel to the IACP Drug Recognition Expert (DRE) training.
- 6) To conduct 35 DUI Saturation Patrol operation(s).
- 7) To conduct 2 Warrant Service operation(s) targeting DUI offenders who fail to appear in court.
- 8) To conduct 2 Stakeout operation(s) that employ police officers to observe the "worst of the worst" repeat DUI offender probationers with suspended or revoked driver licenses.
- 9) To conduct 20 Traffic Enforcement operation(s), including but not limited to, primary collision factor violations.
- 10) To conduct 3 Distracted Driving enforcement operation(s) targeting drivers using hand held cell phones and texting.
- 11) To conduct 1 night-time (2100 - 0259 hours) Click It or Ticket enforcement operations.
- 12) To conduct 4 Traffic Safety educational presentations impacting 200 community members. *Note: Presentations may include topics such as distracted driving, DUI, speed, bicycle & pedestrian safety, seatbelts and child passenger safety.*

GRANTS MADE EASY - STEP  
SCHEDULE A  
GRANT DESCRIPTION  
GRANT NO. PT15122

PAGE 4

- 13) To conduct 5 bicycle and pedestrian enforcement operations in identified areas of high bicycle and pedestrian traffic.
- 14) To participate in the National Distracted Driving Awareness Month in April.
- 15) To participate in the NHTSA Click It or Ticket mobilization period in May.
- 16) To collaborate with the county's Avoid Lead Agency by: participating in planning/scheduling meetings and MADD/Avoid DUI Seminars; providing your agency's schedule of operations that occur during any Avoid campaign; and reporting your agency's DUI arrests & DUI fatality information during any Avoid campaign.
- 17) To collect and report DUI enforcement data for the NHTSA Winter and Summer Mobilizations.

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

*NOTE: To enhance the overall deterrent effect and promote high visibility, it is recommended the grantee issue an advance press release for each checkpoint operation. For combination DUI/DL checkpoints, departments should issue press releases that mention DL's will be checked at the DUI/DL checkpoint. Signs for DUI/DL checkpoint operations should read "DUI/Driver's License Checkpoint Ahead." OTS does not fund or support independent DL checkpoints. Only on an exception basis and with OTS pre-approval will OTS fund checkpoint operations that begin prior to 1800 hours.*

### 3. METHOD OF PROCEDURE

#### A. Phase 1 - Program Preparation, Training and Implementation (1<sup>st</sup> Quarter of Grant Year)

- The police department will develop operational plans to implement the "best practice" strategies outlined in the objectives section.
- All training needed to implement the program should be conducted this quarter.
- All grant related purchases needed to implement the program should be made this quarter.
- In order to develop/maintain the "Hot Sheets," research will be conducted to identify the "worst of the worst" repeat DUI offenders with a suspended or revoked license as a result of DUI convictions. The Hot Sheets may include the driver's name, last known address, DOB, description, current license status, and the number of times suspended or revoked for DUI. Hot Sheets should be updated and distributed to traffic and patrol officers at least monthly.

GRANTS MADE EASY - STEP  
SCHEDULE A  
GRANT DESCRIPTION  
GRANT NO. PT15122

PAGE 5

- Implementation of the STEP grant activities will be accomplished by deploying personnel at high collision locations.

**Media Requirements**

- Issue a press release announcing the kick-off of the grant by November 15. The kick-off press releases and media advisories, alerts, and materials must be emailed to the OTS Public Information Officer at [pio@ots.ca.gov](mailto:pio@ots.ca.gov), and copied to your OTS Coordinator, for approval 14 days prior to the issuance date of the release.

**B. Phase 2 - Program Operations (Throughout Grant Year)**

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

**Media Requirements**

- Send all grant-related activity press releases, media advisories, alerts and general public materials to the OTS Public Information Officer (PIO) at [pio@ots.ca.gov](mailto:pio@ots.ca.gov), with a copy to your OTS Coordinator.
  - a) If an OTS template-based press release is used, the OTS PIO and Coordinator should be copied when the release is distributed to the press. If an OTS template is not used, or is substantially changed, a draft press release should first be sent to the OTS PIO for approval. Optimum lead time would be 10-20 days prior to the release date to ensure adequate turn-around time.
  - b) Press releases reporting the results of grant activities such as enforcement operations are exempt from the recommended advance approval process, but still should be copied to the OTS PIO and Coordinator when the release is distributed to the press.
  - c) Activities such as warrant or probation sweeps and court stings that could be compromised by advanced publicity are exempt from pre-publicity, but are encouraged to offer embargoed media coverage and to report the results.
- Use the following standard language in all press, media, and printed materials: Funding for this program was provided by a grant from the California Office of Traffic Safety, through the National Highway Traffic Safety Administration.
- Email the OTS PIO at [pio@ots.ca.gov](mailto:pio@ots.ca.gov) and copy your OTS Coordinator at least 30 days in advance, a short description of any significant grant-related traffic safety event or program so OTS has sufficient notice to arrange for attendance and/or participation in the event.

GRANTS MADE EASY - STEP  
SCHEDULE A  
GRANT DESCRIPTION  
GRANT NO. PT15122

PAGE 6

- Submit a draft or rough-cut of all printed or recorded material (brochures, posters, scripts, artwork, trailer graphics, etc.) to the OTS PIO at [pio@ots.ca.gov](mailto:pio@ots.ca.gov) and copy your OTS Coordinator for approval 14 days prior to the production or duplication.
- Include the OTS logo, space permitting, on grant-funded print materials; consult your OTS Coordinator for specifics.

**C. Phase 3 – Data Collection & Reporting (Throughout Grant Year)**

- Agencies are required to collect and report quarterly, appropriate data that supports the progress of goals and objectives.
- Statistical data relating to the grant goals and objectives will be collected, analyzed, and incorporated in Quarterly Performance Reports (QPRs). QPRs for the quarter ending September 30 will include year-to-date comparisons of goals and objectives. If required, a separate quarterly data reporting form will be completed each quarter and submitted as part of the QPR.
- Reports will compare actual grant accomplishments with the planned accomplishments. They will include information concerning changes made by the Grant Director in planning and guiding the grant efforts.
- Reports shall be completed and submitted in accordance with OTS requirements as specified in the Grant Program Manual.

**4. METHOD OF EVALUATION**

Using the data compiled during the grant, the Grant Director will complete the "Final Evaluation" section in the fourth/final Quarterly Performance Report (QPR). The Final Evaluation should provide a brief summary of the grant's accomplishments, challenges and significant activities. This narrative should also include whether goals and objectives were met, exceeded, or an explanation why objectives were not completed.

**5. ADMINISTRATIVE SUPPORT**

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

SCHEDULE B  
 DETAILED BUDGET ESTIMATE  
 GRANT NO. PT15122

FUND NUMBER	CATALOG NUMBER (CFDA)	FUND DESCRIPTION		TOTAL AMOUNT
164 AL	20.608	Minimum penalties for repeat offenders for driving while intoxicated		\$ 48,497.00
402 PT	20.600	State and community highway safety		\$ 37,495.00
COST CATEGORY		FISCAL YEAR ESTIMATES		TOTAL COST TO GRANT
A. PERSONNEL COSTS		CFDA	FY-1 10/1/14 - 9/30/15	
Positions and Salaries				
<u>Overtime</u>				
DUI Saturation Patrol Operations	20.608	\$	32,116.00	\$ 32,116.00
Warrant Service Operations	20.608	\$	7,000.00	\$ 7,000.00
Stakeout Operations	20.608	\$	4,100.00	\$ 4,100.00
Benefits @ 12.22%	20.608	\$	5,281.00	\$ 5,281.00
Traffic Enforcement Operations	20.600	\$	20,540.00	\$ 20,540.00
Distracted Driving Enforcement Operations	20.600	\$	3,103.00	\$ 3,103.00
Night-time Click It or Ticket	20.600	\$	1,034.00	\$ 1,034.00
Pedestrian Safety Enforcement Operations	20.600	\$	5,171.00	\$ 5,171.00
Benefits @ 12.22%	20.600	\$	3,647.00	\$ 3,647.00
Category Sub-Total		\$	81,992.00	\$ 81,992.00
<b>B. TRAVEL EXPENSE</b>				
In-State	20.600	\$	4,000.00	\$ 4,000.00
Category Sub-Total		\$	4,000.00	\$ 4,000.00
<b>C. CONTRACTUAL SERVICES</b>				
None		\$	-	\$ -
Category Sub-Total		\$	-	\$ -
<b>D. EQUIPMENT</b>				
None		\$	-	\$ -
Category Sub-Total		\$	-	\$ -
<b>E. OTHER DIRECT COSTS</b>				
None		\$	-	\$ -
Category Sub-Total		\$	-	\$ -
<b>F. INDIRECT COSTS</b>				
None		\$	-	\$ -
Category Sub-Total		\$	-	\$ -
<b>GRANT TOTAL</b>		\$	<b>85,992.00</b>	\$ <b>85,992.00</b>

PERSONNEL COSTS

Overtime

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

Costs are estimated based on an overtime hourly rate range of \$ 54.73/hour to \$ 82.28/hour.

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

Overtime Benefit Rates

Unemployment Insurance	.53%
Workers Compensation	9.45%
Medicare	1.45%
State Disability/SDI	.79%
<b>TOTAL BENEFIT RATE</b>	<b>12.22%</b>

TRAVEL EXPENSE

In-State

Costs are included for appropriate staff to attend conferences and training events supporting the grant goals and objectives and/or traffic safety. Local mileage for grant activities and meetings is included. Anticipated travel may include the Drug Impaired Driving Seminar for Law Enforcement & Prosecution Professionals.

*All conferences, seminars or training not specifically identified in the Schedule B-1 (Budget Narrative) must be approved by OTS. All travel claimed must be at the agency approved rate. Per Diem may not be claimed for meals provided at conferences when registration fees are paid with OTS grant funds.*

CONTRACTUAL SERVICES

None

EQUIPMENT

None

OTHER DIRECT COSTS

None

INDIRECT COSTS

None

PROGRAM INCOME

There will be no program income generated from this grant.

## EXHIBIT A

### CERTIFICATIONS AND ASSURANCES

Page 1

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

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

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

#### NONDISCRIMINATION

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

EXHIBIT A

CERTIFICATIONS AND ASSURANCES

Page 2

**BUY AMERICA ACT**

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

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

**POLITICAL ACTIVITY (HATCH ACT)**

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

**CERTIFICATION REGARDING FEDERAL LOBBYING**

Certification for Contracts, Grants, Loans, and Cooperative Agreements

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

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

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

EXHIBIT A

CERTIFICATIONS AND ASSURANCES

**RESTRICTION ON STATE LOBBYING**

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

**CERTIFICATION REGARDING DEBARMENT AND SUSPENSION**

Instructions for Primary Certification

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

EXHIBIT A  
CERTIFICATIONS AND ASSURANCES

Page 4

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

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

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

## EXHIBIT A

### CERTIFICATIONS AND ASSURANCES

Page 5

#### Instructions for Lower Tier Certification

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

EXHIBIT A  
CERTIFICATIONS AND ASSURANCES

participation in this transaction, in addition to other remedies available to the Federal government, the department or agency with which this transaction originated may pursue available remedies, including suspension and/or debarment.

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

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



*Staff Report*

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TO: Honorable Mayor and City Council  
FROM: Wally Hill, City Manager *Wally Hill*  
DATE: November 18, 2014  
SUBJECT: Resolution of Support for Riverside County Military Installations

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**RECOMMENDATION:**

That the City Council approve draft Resolution Bill No. 14-075 expressing their support of military installations in Riverside County and opposing any closure or downsizing resulting from proposed Federal Base Realignment and Closure act (BRAC) .

**BACKGROUND:**

In October of 2014, the Office of Military and Defense Affairs of Riverside County requested resolutions of support from all of Riverside County's 28 cities opposing any reduction or closure of US military installations in Riverside County.

**DISCUSSION:**

March Air Force Reserve Base and the Naval Surface Warfare Center Corona are at risk of closure or downsizing as part of continued Base Realignment and Closure (BRAC) activities by the Federal Government.

The draft resolution of support (Attachment 1) will express the desire of the City Council of the City of Hemet that these facilities remain active at their current levels to continue the positive economic impact these facilities contribute to the Statewide, regional, and local economy.

**FISCAL IMPACT:**

There is no fiscal impact to the City in expressing their support for local military installations.

**ALTERNATIVE(S):**

None proposed.

**CONCLUSION:**

That the City Council approve draft Resolution Bill No. 14-075 expressing their support of military installation ion Riverside County and opposing any closure or downsizing resulting from proposed Federal Base Realignment and Closure Act (BRAC).

**ATTACHMENT(S):**

1. City Council Draft Resolution Bill 14-075

Approved and Recommended By:



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Wally Hill  
City Manager

Prepared by:



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John Jansons  
Community Investment Director



**CITY OF HEMET  
Hemet, California**

**RESOLUTION BILL NO. 14-075**

**A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF HEMET, CALIFORNIA  
APPROVING SUPPORT FOR MARCH AIR RESERVE BASE AND NAVAL SURFACE  
WARFARE CENTER CORONA**

**WHEREAS**, the United States Navy's Naval Surface Warfare Center, Corona Division and March Air Reserve Base are located in the County of Riverside, California; and

**WHEREAS**, the United States Navy's Naval Surface Warfare Center, Corona Division is a major employer in the Southern California Region and a major contributor to the region's economy; and

**WHEREAS**, March Air Reserve Base is a major employer in the Southern California region and a major contributor to the region's economy; and

**WHEREAS**, combined, these two military installations located in Riverside County, California generate an annual pay roll approaching \$1 billion dollars for local workers in the civilian and military workforces at both bases; and

**WHEREAS**, Defense Department contracts in Riverside County and its twenty-eight cities combined for \$5 billion in direct payment from the federal govern to nine hundred small business owners, which in turn creates thousands of direct and indirect jobs in our region; and

**WHEREAS**, the Honorable Secretary of Defense of the United States of America has repeatedly recommended the Senate and Congress authorize the closing of military bases domestically and abroad; and

**WHEREAS**, the Honorable Secretary of Defense of the United States of America has specifically requested that another Base Realignment and Closure Commission be authorized in the near future to close military bases across the nation and around the globe; and

**WHEREAS**, March Air Reserve Base and Naval Surface Warfare Center, Corona Division are assets to the United States Armed Forces and both installations provide unique missions in support of our national security and disaster response that make the bases ideal to be used as national models for military and defense missions; and

**WHEREAS**, both installations have been reviewed by prior Base Realignment and Closure Commissions resulting in March Air Force Base being reduced to a Reserve Installation and Naval Surface Warfare Center, Corona Division also being impacted adversely; and

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**WHEREAS**, Base Realignment and Closure results for Riverside County and its twenty-eight cities adversely impacted the economy and the regional economy has not completely added jobs lost at March Air Reserve Base or the Naval Surface Warfare Center, Corona Division; and

**WHEREAS**, the reuse of lands outside the cantonment area of March Air Reserve Base has not progressed for a variety of reasons related to the Great Recession and lack of capitol availability for financing.

**NOW THEREFORE, BE IT RESOLVED, DETERMINED AND ORDERED**, that the City Council of the City of Hemet California:

1. That the City Council hereby finds and declares that the above recitals are true and correct.
2. Supports the County of Riverside Board of Supervisors and its Office of Military and Defense Services in opposition to another round of Base Realignment and Closure (BRAC) as it relates to the Naval Surface Warfare Center, Corona Division and March Air Reserve Base.
3. We respect that our federal representatives in the Senate and the House also opposed any cuts, reductions, realignment or missions and resources assigned to these two installations.
4. Furthermore, the California State Assembly is also opposed to the elimination or realignment of military and civilian jobs at the Naval Surface Warfare Center, Corona Division and March Air Reserve Base. These jobs and missions of the Military Department of the State of California, and the Active Duty and State and Federal Reserve forces are assets to the communities they serve and play a leading role in keeping our nation safe and secure.

**PASSED, APPROVED AND ADOPTED** by the City Council this November 18, 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 14-075 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 18<sup>th</sup> day of November, 2014 by the following vote:

AYES:  
NOES:  
ABSTAIN:  
ABSENT:

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



## Staff Report

TO: Honorable Mayor and Members of the Hemet City Council

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

DATE: November 18, 2014

RE: Award of Agreement for Services - Water Rate Study and System Market Valuation

### **RECOMMENDED ACTION:**

It is respectfully recommended that the City Council:

- Approve award of Agreement for Services to Bartle Wells Associates of Berkeley, California, to conduct a Water Rate Study and System Market Valuation; and
- Approve purchase order in an amount not to exceed \$64,785.00 (sixty-four thousand, seven hundred eight five dollars); and
- Authorize the City Manager to execute an agreement with Bartle Wells Associates in the same; and
- Approve a 10% contingency (\$6,478.50) budget for unforeseen scope changes; and
- Authorize the City Manager to directly contract with Herum/Crabtree/Suntag Attorneys for the legal services portion of the consultation, *if advantageous to the City*, deducting that amount from the purchase order authorization to Bartle Wells Associates.

### **BACKGROUND:**

The City of Hemet Water Department provides potable water to approximately 29% of the City through 9,700 connections. The Water Rates currently in place were last reviewed in 2007 and adjustments were implemented in a phased approach, with the last taking effect in July of 2008.

Since the last review, in 2007, a number of factors have impacted the ability of revenues to fully support costs of operations. Those factors include:

- Decreased water consumption due to the Great Recession (vacant homes/reduced usage)
- Decreased water consumption due to conservation
- Capital Improvement needs
- Replacement of aging infrastructure
- Costs related to participation in the Ground Water Management Plan

The department has been operating in a deficit scenario for the last few years, relying on Water Fund Balance to offset operating and capital costs above current revenues collected. Current FY14/15 revenues are anticipated to be collected at \$7,863,200 with expenditures totaling \$9,156,900. Water Fund balance is estimated to be less than \$2M by the end of the fiscal year.

Staff is requesting that the Council approve award of a consultant services agreement to Bartle Wells Associates of Berkeley, California, to assist in doing a comprehensive review of the status of

the Water Fund, and provide recommendations regarding the potential adjustment of water rates. In an effort to gain additional information about the system, staff has requested that a valuation also be performed that would establish a market value that would include all existing infrastructure, as well as, the value of current and future recharge water, and take in to account the value of the City's production rights as a participant in the Ground Water Management Plan.

**PROJECT DESCRIPTION:**

The services to be provided by Bartle Wells Associates are detailed in Exhibit "A" of the attached *Agreement for Services*. The following highlights some of major work tasks:

**Water Rate Study:**

- Review of current rates, revenues, operating costs
- Review of 5 year capital improvement needs
- Conduct a water rate survey
- Analysis of historical water consumption
- Assess equity of cost allocations
- Develop alternative or adjusted water rate structures
- Develop a 5 year financial plan for the Department
- Provide future financial planning modeling tool

**Water System Valuation**

- Inventory all infrastructure/facilities
- Analyze current and future production rights
- Perform valuation through three different methodologies.

Bartle Wells Associates will also attend public meetings while working closely with staff to meet the tight timelines. The study is anticipated to be completed by June, 2015.

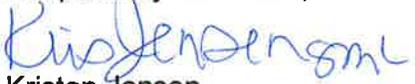
**COORDINATION & REVIEW:**

Public Works staff worked with the Finance Department and distributed Requests for Proposals on August 29, 2014. RFPs were sent to a total of 19 firms, of which seven responded. Staff has evaluated all proposals and has performed reference checks on four firms. After evaluation and review, staff is recommending award of agreement to Bartle Wells Associates to perform the water rate study. Bartle Wells Associates submitted Cost Sheet is attached.

**FISCAL IMPACT:**

No General Fund Impact. Budget for this study was previously appropriated in Water Fund No. 571-9000 in the amount of \$100,000. Award to Bartle Wells Associates in the amount of \$64,785 will result in a savings of \$35,000 below the budgeted amount.

Respectfully submitted,



Kristen Jensen  
Public Works Director

Approved as to form:



Eric S. Vail  
City Attorney

Fiscal Review:



Jessica Hurst  
Deputy City Manager/  
Admin Services

Attachment(s): Agreement for Services with Bartle Wells Associates  
Cost Sheet – Bartle Wells Associates

**AGREEMENT FOR SERVICES**

**For**

**Water Rate Study and System Market Valuation**

**By and Between**

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

**and**

**Bartle Wells Associates  
Independent Public Finance Advisors**

**AGREEMENT FOR SERVICES  
BETWEEN  
THE CITY OF HEMET, CALIFORNIA  
AND  
BARTLE WELLS ASSOCIATES**

This Agreement for Services (“Agreement”) is entered into as of this 18<sup>th</sup> day of November, 2014, by and between the City of Hemet, a municipal corporation (“City”) and Bartle Wells Associates, a S 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, request for proposals for 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 through June 30, 2015, or the completion of the full scope of work as outlined in Section 2 of the Agreement, whichever occurs first. Term commences upon completion of a fully executed agreement.

**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, including reimbursement for actual expenses, shall not exceed sixty-four thousand seven hundred eighty-five dollars (\$64,785.00), unless additional compensation is approved in writing in accordance with Section 26 "Administration and Implementation" or Section 28 "Amendment" of this Agreement.

(b) Each month 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 in 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: Bartle Wells Associates  
Attn: Doug Dove  
1889 Alcatraz Avenue  
Berkeley, CA 94703

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

\_\_\_\_\_

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

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

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

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

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

**CALIFORNIA ALL-PURPOSE ACKNOWLEDGMENT**

STATE OF CALIFORNIA

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

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

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

WITNESS my hand and official seal.

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

**OPTIONAL**

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

<b>CAPACITY CLAIMED BY SIGNER</b>		<b>DESCRIPTION OF ATTACHED DOCUMENT</b>
<input type="checkbox"/> INDIVIDUAL		_____
<input type="checkbox"/> CORPORATE OFFICER		TITLE OR TYPE OF DOCUMENT
_____	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))  
\_\_\_\_\_  
\_\_\_\_\_

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

**CALIFORNIA ALL-PURPOSE ACKNOWLEDGMENT**

STATE OF CALIFORNIA

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

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

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

WITNESS my hand and official seal.

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

**OPTIONAL**

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

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

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

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

## **EXHIBIT "A"**

### **SCOPE OF SERVICES**

This section presents a draft scope of services that the Service Provider will provide to the City of Hemet (the "City") that forms a sound basis for completing this assignment. The Service Provider will work with the City to finalize a scope of services that meets the City's objectives and schedule.

#### **TASK A. PROJECT INITIATION & INVESTIGATION**

##### **1. Project Team Orientation**

To initiate the work, hold a kickoff meeting to accomplish the following:

- Identify members of City staff, Council Members, engineering consultants, and other consultants/advisors who will participate in the project.
- Determine the roles and responsibilities of all project participants.
- Establish project schedule and key milestone dates.
- Confirm the key goals and expectations of the project team.

##### **2. Investigation and Data Collection**

The Service Provider will assemble the information necessary to understand the City's water system, finances, customers and usage, rate and fee structures, legal agreements, debt covenants, and capital program. The objectives of investigation and data collection are to develop a complete understanding of the City and its finances, and to reach an agreement on basic assumptions to be used in the study as well as key alternatives for evaluation.

In addition, the Service Provider will work with the City and/or engineering consultants to understand condition of the water system and the need for any capital improvements as part of the Market Valuation process.

##### **3. Review Key Background Information**

The Service Provider will review key background information including the City's regulatory requirements, bond covenants, and legal agreements. Analyze historical and projected revenues, operating expenses, debt service requirements, and reserve policies such as working capital, renewal, and replacement. Review billing and collection procedures, previously-approved rates and connection fees, and customer information and usage data. This subtask will include a review of the existing City's water supply agreements, judgments, Urban Water Management Plan, and Groundwater Management Plan.

#### 4. Identify Capital Improvement Program Alternatives for Evaluation

The Service Provider will work with the City and potentially its engineering consultants to identify capital improvement program (CIP) alternatives for evaluation. The goal will be to develop schedules identifying the amount and timing of CIP funding needs and key alternatives. This will include identification of near-term and long-term funding requirements for future repairs and replacements. Identify potential changes to operating and maintenance costs associated with capital improvements.

##### **Task A. Deliverables Include:**

- Project kickoff meeting
- List of project goals and objectives
- Project schedule and budget
- Project team contact list
- List of key assumptions & alternatives underlying the financial plan & rate study
- Review of the City's water supply agreements
- Identification of capital program alternatives for financial plan evaluation
- Meet with City staff to review and discuss findings and gain input

#### **TASK B. 5-YEAR FINANCIAL PLAN**

##### **1. Develop Forecasts and Projections**

Based on evaluation of the data assembled and input provided by staff and other members of the project team, the Service Provider will prepare forecasts and projections to be used in the development of financial projections for the City's water enterprise.

The Service Provider will develop projections for the following areas (and others as appropriate):

- **Water Demand:** Using historical water consumption numbers, project the sensitivity of water consumption to changes in water prices. Water demand projections will enable the Service Provider to better project future consumption during water rate increase scenarios. The Service Provider's demand projections will include both drought year scenarios and normal year scenarios.
- **Capital Improvements Including Long-Term Capital Repairs & Replacements:** Identify future capital costs and alternatives to include in the financial analysis and determine a reasonable amount to include for future, ongoing capital repairs and replacements.
- **Cost Escalation Factors:** Review historical cost trends and work with the project team to develop reasonable cost escalation factors for both operating and capital expenditures.

Work with the City to identify future changes in operating and maintenance costs that should be accounted for when developing financial projections.

The Service Provider will review projections and alternatives with City staff for agreements on assumptions, interpretation of data, and completeness of approach.

## **2. Evaluate Financing Alternatives for Capital Improvements**

The Service Provider will evaluate options for financing proposed capital improvement projects.

The evaluation will:

- Estimate the amount and timing of any debt, if needed, to finance capital projects.
- Evaluate the alternative borrowing methods available including bonds, COPs, state and federal loan programs such as the State Revolving Fund (SRF), bank loans and lines of credit, as well as pay-as-you-go cash funding.
- If appropriate, recommend type of debt, term and structure, and estimate debt service.

## **3. Recommend Fund Reserve Targets**

The Service Provider will evaluate existing reserve levels and any fund reserve policies. Recommend fund reserve targets based on the City's operating and capital funding needs. This task may include developing rate stabilization reserves, capital project sinking funds, and/or emergency drought contingency reserves. Develop an implementation plan for achieving and maintaining the recommended reserve fund levels in future years.

## **4. Develop Long-Term Financial Projections**

The Service Provider will develop cash flow projections showing the financial position of the water enterprise over the next 5 to 10 years. The cash flows will project fund balances, revenues, expenses, and will incorporate the forecasts developed with staff input. After developing a base-case cash flow scenario, the Service Provider can develop alternatives for additional evaluation such as capital project alternatives, project financing alternatives, and the impacts of various levels of water demand, conservation, and costs of supply, etc. During this phase, the Service Provider will work closely with the project team to evaluate financial and rate projections under alternative scenarios and conduct sensitivity analysis to assess the impacts of changes in key assumptions. As needed, develop separate financial projections for each of the City's service areas.

## **5. Evaluate Rate Increase Options**

The Service Provider will forecast rate increases and recommended structure needed to meet operating requirements, debt requirements, capital improvements including repairs and replacements, regulatory obligations, and reserve funding levels. Evaluate the financial impact

of various rate increase alternatives, such as phasing in rate increases over a number of years. The Service Provider will work with the City's project team to develop rate increase recommendations and/or alternatives for Council and potentially public input.

#### **6. Develop User-Friendly Financial Model**

The Service Provider will develop a user-friendly financial model in Excel designed to be used by City staff to update financial projections, evaluate "what if" scenarios and their impacts on finances and rates, and track financial results. The Service Provider recommends the model be as straightforward as possible and avoid unnecessary complexity. The Service Provider will work with City staff to ensure the model is easy to update and meets the City's needs and objectives.

##### **Task B. Deliverables Include:**

- Identification of key assumptions for development of financial plan
- Evaluation of financing alternatives for capital improvements
- Development of 5-year financial projections to evaluate alternatives
- Evaluation of alternative rate increase scenarios
- Development of a user-friendly financial model to evaluate finances & track results
- Meet with the City project team to present findings, discuss alternatives, gain input, and develop preliminary recommendations

### **TASK C. WATER RATE & COST OF SERVICE ANALYSIS**

#### **1. Review Existing Water Rates**

The Service Provider will provide independent review of the City's existing water rate structure and rates.

The Service Provider will review for:

- General equity and compliance with the substantive requirements of Proposition 218
- Review typical bills for different types of customers
- Fixed and variable rate recovery
- Industry standards such as guidelines from the American Water Works Association
- California Urban Water Conservation Council best management practices for retail conservation pricing (Note: the CUWCC is in the process of re-evaluating BMP 1.4).

## **2. Conduct Water Rate Survey**

The Service Provider will review and summarize water rates and water rate structures of other regional and/or comparable agencies. Summarize results in easily understandable tables and/or charts. Confer with staff on agencies to include in the survey.

## **3. Analyze Water Consumption Data**

The Service Provider will analyze current and historical water usage and utility billing data to determine reasonable and conservative estimates of water demand to use in developing rate options. Water use can fluctuate from year to year depending on various factors such as weather and local and regional conservation efforts.

## **4. Develop & Evaluate Water Rate Alternatives**

The Service Provider will identify at least three potential rate structure alternatives and modifications that could help improve rate equity, conservation incentive, or help achieve other City objectives. Discuss pros and cons of different rate structure options and their general impacts on different types of customers. Rate structure options will be refined as the study progresses based on input from the City's project team. Some potential rate structure modifications may include (but are not limited to):

- Changes to the overall level of fixed vs. variable revenue recovery
- Potential adjustments to the fixed charges for each meter size
- Potential modifications to improve equity between rates from different customer classes
- Development of various tiered water quantity rate alternatives: tier alternatives may include changes to a) the number of water rate tiers, b) tier breakpoints, and c) tier steepness, or the differential in rates between lower and higher tiers
- Modifications based on industry standards such as guidelines from the American Water Works Association
- Revisions to comply with California Urban Water Conservation Council best management practices for retail conservation pricing.

## **5. Evaluate Drought Rate Responses**

The Service Provider will evaluate the impacts of different levels of required cutbacks in water demand in response to a drought. Develop rate recommendations to help the City achieve the required cuts to water use while ensuring adequate revenue recovery.

## **6. Evaluate Other Customer Service Charges**

As part of the Service Providers rate analysis, the Service Provider will review the City's other water service charges such as backflow prevention, permitting and hookup fees, service calls, shutoff calls, after hours calls, plan review, and penalties (broken meter box, late fees, etc.). These fees are typically governed by Proposition 26 and require a cost of service basis –

typically staff time and materials. The Service Provider will work with the City to estimate actual costs and determine new service charges. The Service Provider will survey other local agencies to confirm that the new charges are reasonable.

#### **7. Develop Equitable Cost Allocations**

The Service Provider will allocate revenue recovery targets identified in the financial plan to appropriate fixed and variable rate components to determine the underlying unit charges that will be used to calculate rates. Apply the underlying unit rates to calculate rates for each customer class and meter size. Rates will be designed to ensure equity between different types of customer classes and comply with the substantive requirements of Proposition 218.

#### **8. Develop Preliminary & Final Rate Recommendations with City Input**

The Service Provider based on the evaluation of rate structure alternatives and the financial plan update, develop draft rate alternatives for City input. Final rate recommendations will be designed to:

- a) fund the water utility's long-term costs of providing service,
- b) be fair and equitable to all customers,
- c) comply with California Urban Water Conservation Council best management practices,
- d) conform with the City's Tyler EDEN utility billing system capabilities
- e) provide a prudent balance of revenue stability and conservation incentive,
- f) be easy to understand and administer, and
- g) comply with the substantive requirements of Proposition 218.

#### **Task C. Deliverables Include:**

- Evaluation of current water rates
- Water rate survey
- Analysis of utility billing data
- Identification and evaluation of rate structure alternatives and their impacts
- Evaluation of drought rate responses
- Detailed cost allocations to support development of equitable rates
- Development of preliminary rate recommendations
- Calculation of rate impacts on a range of City customers
- Meet with City to present findings, discuss alternatives, gain input, and develop preliminary and final rate structure recommendations

## **TASK D. WATER SYSTEM APPRAISAL**

The Service Provider will provide the following services to conduct an appraisal of the facilities in the City of Hemet. The appraisal will result in the Service Provider's opinion of the fair market value of the City's water facilities and a legal opinion from Karna Harrigfeld regarding the City's water rights.

### **1. Inventory of City of Hemet Facilities**

The Service Provider will compile an inventory of the water facilities in the City of Hemet. May request the assistance of City staff to compile the facilities inventory, which should include list and age of water facilities, original cost when facilities were installed, any capital improvements and replacements, and any facilities currently being constructed. The Service Provider may also work with the Finance Department to determine current book value and depreciation.

### **2. Valuation Approaches**

The Service Provider will consider three generally accepted approaches to determine the value of public utility property.

- a) Cost approach: Calculate the reproduction (replacement) cost new less depreciation (RCNLD) of the water facilities in the City of Hemet. Consider the age and condition of the water facilities in determining the RCNLD value.
- b) Sales of comparable water systems: Review and analyze the sales of water systems comparable to the facilities in the City of Hemet. Consider the size, types of water facilities, recentness in time, and proximity of water systems in determining their comparability. Rely on publicly available information. Indicate a value of the City's water system using the sales of comparable water systems.
- c) Capitalization of net income: This appraisal method is typically used for privately-held water systems. However, if the City is approached by a private entity buyer, the capitalization of income may be appropriate. The Service Provider will estimate the annual revenue and operating expenses of City's water system. Estimate the annual net income that could be reasonably expected from the ownership of the City of Hemet water system. Using a market-based discount rate capitalize the annual net income to produce a value of the water facilities.
- d) Other Considerations: Consider other items that could potentially affect the value of the City of Hemet water system, including going concern, goodwill, future capital

improvements and replacements necessary to make the system adequate to provide water service.

### **3. Evaluation of Water Rights**

The Service Provider will provide a legal review and opinion of the City's water rights and obligations under the stipulated judgment and Groundwater Management Plan. The Service Provider will review any entitlements to imported water sources. The Service Provider will assign a cost to these rights and obligations and include them as "other considerations" in the appraisal report.

### **4. Opinion of Fair Market Value**

Weighting the three appraisal approaches and considering other items that could affect the value of the water system, the Service Provider will give an opinion on the fair market value of the water facilities in the City of Hemet.

### **5. Appraisal Report**

The Service Provider will prepare a report separate from the water rate study on the appraisal, providing sufficient information on the analysis and valuation approaches to understand the conclusion on fair market value.

#### **Task D. Deliverables Include:**

- Inventory of the water facilities
- Examination of the value of the facilities
- Analysis of comparable water systems
- Develop separate draft and final reports

## **TASK E. MEETINGS, PRESENTATIONS, REPORTS, & PROP. 218**

### **1. Project Team Meetings** (2 project team meetings include a kickoff meeting and an additional progress meeting)

The Service Provider will meet with the City's project team to present findings, discuss alternatives and their impacts, gain ongoing input, and develop and hone recommendations. The Service Provider generally recommends deferring the kickoff meeting until there is sufficient time to review background information and gain an initial understanding of the water system and its finances and rates. This task includes two (2) meetings.

**2. Council Meetings and/or Public Workshops (2 presentations/workshop)**

The Service Provider will present finding, key alternatives, and preliminary recommendations to the public and the Council for input. Develop PowerPoint presentations summarizing key study objectives, findings, draft recommendations, financial and rate alternatives, and impacts on a range of customers. Incorporate City input and hone alternatives and recommendations as warranted achieving City objectives. This task includes two (2) meetings.

**3. Prepare Draft & Final Reports**

The Service Provider will develop a draft report summarizing key background issues, study objectives, findings, assumptions, methodologies, draft recommendations and alternatives, impacts on ratepayers, and the rate and fee surveys. The report will clearly explain the rationale for recommendations and will be drafted for a non-technical audience in plain English. Submit a draft report for City review and feedback (provide City with hard copies and an electronic copy as needed). Revise report based on City input and develop a final report (provide City with hardcopies and an electronic copy as needed).

**4. Proposition 218 Rate Hearing Presentation (Presentation at the Prop. 218 Hearing)**

The Service Provider will present a summary of findings and recommendations at the Proposition 218 rate hearing. Assist staff in responding to questions as directed by the Council.

The Service Provider will identify substantive and procedural requirements for Proposition 218 and discuss requirements and options with City staff. As directed by the City, draft or assist in drafting the required Proposition 218 notice. This task includes one (1) meeting/presentation.

**5. Water Rate Ordinance**

The Service Provider will assist in development of a new water rate ordinance as appropriate.

**6. Public Education and Consensus-Building**

Rate and fee adjustments are often controversial. The Service Provider has extensive experience developing clear presentations that facilitate public understanding of the need for rate increases. The Service Provider understands the importance of building consensus and public acceptance for rate recommendations and can assist the Council in developing public education materials.

**Task E. Deliverables Include:**

- 2 meetings with the Council’s project team
- 2 Council Meetings or public presentation/workshop
- 1 meeting or summary presentation at the Proposition 218 Rate Hearing
- Develop PowerPoint presentations summarizing key findings, alternatives, and recommendations for meetings and/or public presentations
- Develop draft and final report incorporating City input
- Assist with development of a new rate ordinance as needed
- Assist with Prop. 218 notice, public education and/or outreach efforts
-

**EXHIBIT "B"  
COMPENSATION**

**I. The total compensation for the Services shall not exceed \$64,785.00, as provided in Section 4 "Compensation and Method of Payment" of this Agreement.**

**II. Service Provider shall use the following rates of pay in the performance of any additional Services requested by the City through the term of the agreement:**

**Professional Services**

<b>Financial Analyst I</b>	<b>\$ 95.00/hr</b>
<b>Financial Analyst II</b>	<b>\$135.00/hr</b>
<b>Senior Financial Analyst</b>	<b>\$165.00/hr</b>
<b>Senior Consultant</b>	<b>\$195.00/hr</b>
<b>Principal Consultant</b>	<b>\$235.00/hr</b>
<b>Attorney (sub contract)</b>	<b>\$310.00/hr</b>

**II. Service Provider may utilize sub-contractors as indicated in this Agreement. The hourly rate for any subcontractor is not to exceed \$310.00 per hour without written authorization from the City Manager or his designee.**

**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.

# Attachment B

## COST SHEET

### 7.1 INTRODUCTION

Proposer shall complete this cost sheet to include all costs, including travel and per diem, in accordance with the scope of work defined in Section IV. Proposer may submit detailed cost sheets on installation, freight, travel, and other reimbursable costs, as back up to this summary page; however, total costs must be reflected on this summary page.

### 7.2 COST FOR SCOPE OF WORK, SECTION IV

	Projected Hours	Subtotal
Water Rate Study	178	\$37,405
Water System Market Valuation	92	\$22,380
Other Reimbursable Costs {ie. shipping (detail)}		\$5,000
Total (do not include sales tax when calculating project total cost)		<b>\$64,785</b>

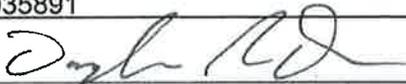
Proposer shall submit detailed cost sheets on all equipment, installation (including number of hours), freight, travel and other reimburseable costs.

This proposal submitted by: Bartle Wells Associates Doug Dove  
Company Name Representative

Address 1889 Alcatraz Avenue  
Berkeley, CA 94703

Phone & Fax Numbers 510.653.3399

Business License Number BL-035891

Authorized Signature 



#9

# MINUTES

## REGULAR MEETING OF THE HEMET CITY COUNCIL

October 28, 2014

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**5:30 p.m.**

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

**www.cityofhemet.org**

*Please silence all cell phones*

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### Call to Order

Mayor Pro Tem Milne called the meeting to order at 5:30 p.m.

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### Roll Call

**PRESENT:** Council Members Krupa, Wrigh and Mayor Pro Tem Milne

**ABSENT:** Council Member Youssef and Mayor Smith

**Council Member Krupa moved and Mayor Pro Tem Milne seconded a motion to excuse Council Member Youssef and Mayor Smith. Motion carried 3-0.**

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### Work Study

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

1. SunEdison Solar Project – Jeremy Krout, EPD Solutions, Inc.

**Jeremy Krout, EPD Solutions, Inc.**, introduced the team members and gave the City Council a powerpoint presentation regarding SunEdison's proposed Solar Project. In 2008, Governor Schwarzenegger signed Executive Order S-14-08 requiring that "retail sellers of electricity shall serve 33 of their load with renewable energy by 2020." In 2012, City of Riverside Public Utilities (RPU) RFP soliciting bids from solar companies to construct a 20 megawatt (MW) solar facility in Riverside County. The power will serve Hemet Area. RPU receives Renewable Energy Credits (REC's) but power stays in Hemet and enhances reliability of SCE's local distribution system and avoids need for lengthy powerline extensions. Electrical grid interconnection agreement is with Southern California Edison, which allows important improvements to existing local electrical infrastructure. In 2011, MWD site was identified and studied for solar facility. In 2013, clear direction from the City Council workshop on MWD site was to look at an alternative site. A new site abutting Hemet airport was identified as a viable alternative due to site acreage, existing electrical infrastructure with sufficient capacity to receive generated power and airport constraints on many land uses. Current site plan came out of extensive coordination with Planning and other City Departments.

**Council Member Youssef arrived at 5:37 p.m.**

**Mr. Krout**, property negotiations were conducted from August 2013 to April 2014. On June 2, 2013 a CUP application was submitted. ALUC hearing was on July 10, 2014 followed by the Planning Commission workshop on October 21, 2014. The proposed site is 134 acres with no significant environmental resources. Previous use of site was horse training and racing as well as residential and agriculture. Currently there are three residences and 11 agricultural structures. Hemet Comprehensive Airport Land Use Plan identified the majority of the site as being within Area 1 (Extreme Risk) and Area 11 (High Risk) and a limited portion within the Transition zone. The Caltrans Handbook Advisory Standards identifies the site within: Zone 1

– Runway Protection Zone; Zone 2 – Inner Approach/Departure Zone; Zone 3 – Inner Turning Zone; Zone 4 – Outer Approach/Departure Zone; and Zone 6 – Traffic Pattern Zone. The Airport Master Plan runway expansion would further restrict site development. Pictures of the existing residences and the existing horse breeding facilities were displayed. Pictures of the project site show existing powerlines and trees. The site constraints per the 1992 Airport Land Use Plan are: Area 1: area of extreme risk – only permits agriculture and open space without discretionary review; and Area 2: area of high risk – permits industrial, agriculture and residential uses w/ >2.5 acre lots; however, occupancy limits apply. The proposed project is an approximate 20 Megawatt (MW) facility on 94 acres that will supply enough electricity to power 4,300 to 20,000 homes depending on demand. The tracking solar photovoltaic panels are non-reflective, absorptive panels with a maximum 10 feet at highest point in morning and evening and do not require water to generate electricity. There will be limited onsite grading needed. Dust control plan will be in place during construction and continued operations. The decommission plan will require removal of panels and equipment, and site stabilization. Mr. Krout explained the plant operations. During a typical day, the solar plant will: startup automatically and track the sun to achieve maximum electrical production; and shut down automatically in the evening. Panels would generally not be visible behind proposed fencing, which is opaque (vinyl) along public streets. Photos below show typical panel and other equipment heights. Panel tracking movements would occur gradually and would not be visible or produce any noticeable noise outside. The site would be remotely monitored, with visits by security staff as necessary during the week. Maintenance and repair staff will also be on the site a few times per week. The panels will be cleaned up to 2 times per year. ALUC determined the project is compatible with operations at the airport. The Glare study was completed showing no significant impacts from glare. The runway centerline clear zone with buffers required to reduce crash zone conflicts. Many other solar facilities are adjacent to airports and military bases because they are found to be a beneficial and compatible use in areas restricted by airport operations. A number of site plans were displayed. Landscaping and decorative fencing proposed along publicly visible edges. Landscaping will include drought tolerant plants. The Sanderson Avenue Scenic Highway setback is accommodated in the proposed design and the Cawston Road Right-of-Way will be dedicated along the western property edge. Pictures of possible fencing and plants were displayed. Pictures of typical photovoltaic solar fields were displayed. Visual simulations from different viewpoints were displayed. Solar power is clean, emits no greenhouse gases, and can replace fossil fuel generation. This project helps California achieve the state law of generating 33% of its electricity consumption from renewable sources by 2020. In 2012, the major private utilities (PG&E, SCE, and SDG&E) procured 19.8% of their power from renewable sources. Electricity produced onsite would help improve grid stability in the area and help meet local demand. The project will provide needed jobs in the area that is still recovering from the recession. Materials, supplies, and labor will be sourced locally, where possible, with the help of the County Economic Development Agency. Solar projects place almost no corresponding demand/impacts on community services and infrastructure. Dedication and improvement of Sanderson Avenue, which is a regionally significant road. A significant investment in the area will help the local economy. This facility will help meet state renewable energy production goals. The electricity generated on the site will be fed into the electrical grid to reduce reliance on non-renewable resources and improve grid stability in the area. The project allows for SCE to upgrade local electricity infrastructure. SunEdison partners with groups like GRID and Habitat for Humanity to install solar on homes and provide local job training to learn about

the systems and installation. Over the 25-year contracted life of the project, the project will: generate total direct output of \$130.9 million; and generate positive fiscal benefit to the City of \$2.08 million. In addition, an annual "solar fee" is proposed at \$700 per acre that will go directly to the City's General Fund for 113 acres for a total of \$1,977,500 over the life of the project with a very little demand for City services. Mr. Krout gave the City Council a real estate market overview. There is a high vacancy rate in existing business parks in the region. Currently the demand is low for unentitled business park land. Markets closer to freeways and airports are improving but there is still a lot of vacant land to be absorbed before Hemet market sees improvement. Speculation of a business park and industrial development is highly unlikely. The project offers regionally and locally beneficial use of property that has little other opportunity for development due to significant airport constraints. Additional points: no water would be required except for watering during construction and approximately twice per year for the washing of solar panels; panels would not noticeably affect the temperature of the surrounding area, temperatures below the panels would be nearly the same as ambient temperatures in the ordinary shade; full biological, archaeological and paleontological surveys conducted with no significant findings; construction will last approximately 8 months and require around 225 workers; construction hours limited to 7 am to 7 pm; solar is a quiet and very passive use with virtually no traffic impacts. In conclusion, Hemet Solar facility is a fiscally sound and logical interim use. The project guarantees a revenue stream to the City over the 25-year life of the project. After useful life of the solar facility, the site can be used again for business park/industrial land uses.

**Deanna Elliano, Community Development Director**, gave the City Council a powerpoint presentation regarding CUP 14-006, Proposed Photovoltaic Power Plant. The project is a 19-MW ground mounted solar photovoltaic power plant. The 94 acre project site would be located on a 134 acre parcel zoned A-2-C-10 (Heavy Agricultural) and a General Plan Land Use designation of Business Park. The project went before the Planning Commission for a workstudy on October 21, 2014. The Draft Mitigated Negative Declaration is under review. The CUP Hearing before the Planning Commission is to be scheduled. A map of the site location was displayed. The purpose of the workstudy is to introduce the project to the City Council, as well as, review policy issues and action that may need to be decided by the Council. Staff is looking for possible direction in preparing Conditions of Approval for the proposed CUP. Ms. Elliano addressed the project issues. 1. General Plan Land Use: General Plan consistency of a ground-mounted Solar Field with Business Park designation – not anticipated in GP; long term use of the property of 25 years +- potential "opportunity cost"; potential Industrial Land Use that could be permitted under the Airport Land Use Plan; original concept for dual-use of solar & industrial unlikely; and timing of potential industrial demand for the site unknown. The General Plan Land Use for the site and surrounding area was displayed. A map with the Airport Land Use Compatibility Zones overlaid on the project site plan and the Hemet-Ryan Airport layout was displayed. 2. General Plan Circulation Element & Street Improvements: long term 25+ year use of the property without street improvements – deferral of improvements requested; Acacia Avenue improvements; Whittier and Cawston Avenue rights-of-way; Sanderson Avenue "Scenic Highway Setback" improvements; non-irrigated Landscaping proposed; and location of setback area and fencing. The General Plan Circulation Plan for the area was displayed. A site plan showing the accesses, dedication and improvements was displayed. Maps showing the General Plan Gateways & Major Landscaped Corridors and the Highway Scenic Setback were displayed. The Highway Scenic Setback was established by the City Council in the GP in 1990 with design guidelines. A 25' setback is

required with curvilinear sidewalks, decorative masonry walls/fencing, decorative lighting, street furniture, and planting of trees, shrubs and ground cover. Required of all new projects: Conditional Use Permits, Site Development Reviews, or Tentative Tract Maps. Pictures of Sanderson Avenue setback were displayed. Council action required for circulation issues: to delete Whittier Avenue from the Circulation Element (traffic study being prepared); to defer street improvements for Acacia, Cawston, Whittier Avenue; to defer Scenic Highway Setback improvements for Sanderson Avenue, including sidewalks and landscaping (2,380 linear foot gap); and to modify/update the Scenic Highway Guidelines to drought tolerant landscaping. The applicant is proposing Solar Fee of \$700/acre to offset potential loss of property tax is developed as Business Park (increased from \$150/ac) based on the use of 113 acres. Staff is recommending that the fee be based on the entire 134 acres that will not be available for development. A Solar Fee Agreement will have to be approved by the City Council prior to the issuance of a building permit. Proposed Solar Fee of \$79,100 annually and Property Tax and other revenue potential to City is approximately \$80,000 annually for a total of approximately \$160,000. Possible property tax yield with alternative development would be: 10 acres - \$50,300/year; 20 acres - \$100,600/year; 30 acres - \$151,000/year; 50 acres - \$251,000/year; and 80 acres - \$402,400/year. Additional benefits could be permanent job creation, sales tax generation (construction & permanent ongoing), and spinoff economic generation. The City received a letter of support from the Hemet-San Jacinto Valley Chamber of Commerce. John Kaufman, JKS Investment Group, LLC and Steve Riboli, San Antonio Winery expressed concern regarding street improvements and landscaping. Hemet West spoke in support of the project at the Planning Commission workstudy. Dr. Eckhart expressed concern regarding fencing and buffer to his adjacent property. Brian Rubin and Glen Holmes, ALUC Commissioner, spoke in support of the project. The Planning Commission is supportive of the solar land use given the uncertainty of the market for industrial or office development at this time. Sanderson Avenue Scenic Highway Setback landscaping and sidewalks should be provided, but amend the Guidelines to allow a more drought-tolerant plant mix. Other Site development concerns and details can be worked out in Conditions of Approval for the CUP.

**Council Member Wright**, asked about Lowe's and the ALUC process.

**Ms. Elliano**, the City Council can approve an override any decision made by the ALUC. ALUC will caution the City Council that any override means additional liability.

**Eric Vail**, the City updated its General Plan with newer information from the Department of Transportation Aeronautics Division. The ALUC's plan is out of date. The City's General Plan allows the City Council to consider an override based on a 6 zone safety area instead of the current 3 or 4 zones.

**Council Member Krupa**, asked about the existing buildings on the proposed site.

**Mr. Krout**, cultural studies on the buildings have determined that they are not significant. The proposal is to remove the buildings.

**Council Member Krupa**, asked if turning on the panels or the movement of the panels generated significant noise.

**Mr. Krout**, explained that the tracking is slow and does not generate noise. There is some noise from the inverters, similar to the humming noise of a refrigerator.

**Council Member Krupa**, asked how many jobs this project will create after the construction is complete.

**Mr. Krout**, approximately 3 to 5 full time equivalent positions.

**Council Member Krupa**, understanding that the electricity credit generated by this project will benefit the City of Riverside. Council Member Krupa asked if this project will negatively

affect the City of Hemet's electricity credit in the future.

**Mr. Krout**, since Hemet is not a power producing City there is no requirement to provide renewable energy to the State. It would only affect the City of Hemet if a power agency was created in the future.

**Council Member Krupa**, asked about development on the unused portion of the property.

**Mr. Krout**, explained the potential land uses and the limitations based on the ALUC.

**Ms. Elliano**, expressed concern that the linear area due to its size is constrained. The property could accommodate a strip use type development which would not be the highest and best use. It would be better to wait to develop a business park campus using more of the property. Ms. Elliano discussed options with the improvements on Sanderson Avenue.

**Council Member Krupa**, addressed concerns with the traffic and future build out needs.

**Council Member Youssef**, I had the opportunity to sit with the applicant, he also reached out to Planning Commission Members and the Chamber of Commerce. Originally I was on the fence. I can see now that the hope for potential development probably will not happen because of the land use constraints. I do agree that the scenic setback and site improvements should be required. This project at least guarantees a small income. I don't see a business park being proposed in the next 25 years.

**Council Member Wright**, asked about the projects timeline.

**Ms. Elliano**, now that staff has feedback from the Planning Commission and the City Council, the next big piece is the Mitigated Negative Declaration which requires a 20 day public review period. The applicant is looking for the City's final comments. Many of the comments, as well as the Solar Fee Agreement, will need to be included in the Conditions of Approval.

**Council Member Wright**, asked about the original proposal to locate this project on Domenigoni Expressway. The project was not considered a benefit to the property, what is different this time?

**Ms. Elliano**, there was no solar fee included in the last proposal. The previous site also had issues with the adjacent land use.

**Council Member Wright**, asked about the production and if there is an escalation provision with RUP during the tenure of the project. Council Member Wright recommended an escalation provision in the solar fee agreement.

**Mayor Pro Tem Milne**,

Council Member Wright asked about the timeline.

**Mayor Pro Tem Milne**, asked why the project is located in Hemet when it will be benefiting the City of Riverside.

**Mr. Krout**, we need to generate a specific amount of capacity. This location is near existing lines. The land value in Riverside is too high since most vacant land is designated for residential.

**Mayor Pro Tem Milne**, expressed concern with the proposed fencing.

The City Council recessed at 6:53 p.m. to the Regular Meeting.

All Closed Session items were continued to the end of the Regular Session

## **Closed Session**

### 2. Conference with Labor Negotiators

Pursuant to Government Code section 54957.6

Agency designated representatives: City Manager Hill

Employee organization:

*Service Employees International Union General Employees*

3. Conference with Legal Counsel - Existing Litigation  
Pursuant to Government Code section 54956.9(d)(1)  
Name of cases: Adams v. County of Riverside; City of Hemet, et al.  
USDC Case No. ED-CV-14-00498 SVW
4. Conference with Legal Counsel - Anticipated Litigation  
Significant exposure to litigation pursuant to Government Code section 54956.9(d)(2) & (3)

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## REGULAR SESSION

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

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### Call to Order

Mayor Pro Tem Milne called the meeting to order at 7:01 p.m.

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### Roll Call

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

ABSENT: Mayor Smith

**Council Member Youssef moved and Council Member Krupa seconded a motion to excuse Mayor Smith. 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 Darleana McHenry, Hemet-San Jacinto Interfaith Council

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### Pledge of Allegiance

Pledge of Allegiance was led by Council Member Youssef

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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:  
*Service Employees International Union General Employees*
6. Conference with Legal Counsel - Existing Litigation  
Pursuant to Government Code section 54956.9(d)(1)  
Name of cases: Adams v. County of Riverside; City of Hemet, et al.  
USDC Case No. ED-CV-14-00498 SVW

7. Conference with Legal Counsel - Anticipated Litigation  
Significant exposure to litigation pursuant to Government Code section 54956.9(d)(2) & (3)
- 

## Presentation

8. Certificate to Michael Ramirez, Hemet CAN HUSD and a Presentation of their "Youth on Smoke-Free Parks"

**Michael Ramirez, Hemet CAN**, introduced the students from West Valley and Tahquitz High Schools who participated in the program "Youth on Smoke-Free-Parks".

The program included a clean-up effort at Oltman Park. The students gave the City Council a powerpoint presentation and requested that the City Council consider a policy on prohibiting smoking in City parks.

The City Council acknowledged the students effort and their program.

**The City Council gave direction to staff to work with Hemet CAN to move forward on their request.**

**Alan Denz, Representing Assemblyman Nestande**, presented the students with Certificates of Appreciation for their participating in the program.

**Mayor Pro Tem Milne**, presented Michael Ramirez with a Certificate of Appreciation for his efforts with Hemet CAN.

**Mr. Ramirez**, acknowledged the students and thanked the City Council.

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## City Council Business Consent Calendar

9. **Receive and file** – Investment Portfolio as of July 2014
10. **Receive and file** – Warrant Register
  - a. Warrant register dated October 16, 2014 in the amount of \$1,533,216.11. Payroll for the period of September 29, 2014 to October 12, 2014 was \$545,616.52.
11. **Recommendation by City Manager** – Proposed Sponsorship of a Hemet Amateur Golf Championship in February, 2015
  - a. Approve a request to be a name sponsor of the Hemet Amateur Golf Championship in February, 2015 and allow the use of the City's logo/seal on the sponsorship list for the event.
12. **Recommendation by City Manager** – Appropriation for providing information to the community about fire/EMS sourcing
  - a. Appropriate \$19,666 from the General Fund uncommitted fund balance into the City Council's FY15 budget account #100-1100-2250 for the costs of informing the community about the Council's fire/EMS sourcing decision.
13. **Recommendation by Finance** - Comprehensive Fee Schedule
  - a. Adopt an ordinance amending Sections 2-379 and 2-380 of the Hemet Municipal Code regarding user fees. **Ordinance Bill No. 14-066**

Item Nos. 12 and 13 were removed from the Consent Calendar. **Council Member Youssef moved and Council Member Krupa seconded a motion to approve the remaining Consent Calendar items as presented. Motion carried 4-0.**

Item No. 12

**Debra Olvey, Hemet**, expressed concern with the cost to send a mailer that was she felt was not necessary when the City is crying broke. Ms. Olvey purposely purchased a home inside the City limits to support Hemet and does not feel that this is an appropriate way to spend the taxpayer's money. Remember November 4<sup>th</sup> is coming.

**Lori VanArsdale, Hemet**, Ms. Olvey said it well and there are many residents that feel this way. Ms. VanArsdale expressed concern with the time considering it was a hot topic for this campaign season. Ms. VanArsdale expressed concern that the money was spent without apparent permission. This information could have been included with the water bills.

**Wally Hill, City Manager**, the billing cycle did not meet the immediate need to get the information out. There was a lot of misinformation that needed to be addressed.

**Council Member Youssef moved and Mayor Pro Tem Milne seconded a motion to approve Item No. 12 as presented. Motion failed 2-2. Council Members Krupa and Wright voted No.**

Item No. 13

**Nathan Miller, BIA**, appreciates staffs efforts to reach out to us. Staff did take the time to have a workshop and allowed us extra time to review the ordinance and resolution. Mr. Miller expressed concern that the stakeholders were informed relatively at the last minute The workshop was held a week before the Council meeting. We submitted questions and received a response, however no adjustments were made. The building industry will be impacted by these decisions. Development and the workforce will be negatively impacted by these rates. This study is a very technical process. The BIA does not support this ordinance and is requesting that the City Council direct staff to continue this item and meet with the stakeholders. We are requesting two months to work with staff and allow our consultants to review the study.

**Eric Vail, City Attorney**, staff noticed the public hearing in accordance with State Law. BIA requested additional documents and additional time that is why staff continued the first noticed public hearing. It is up to the City Council to decide if you want to allow BIA more time to review the documents.

The City Council concurred that BIA is a big stakeholder and developers need to know what the fees to do business in Hemet are.

**Council Member Youssef**, BIA is requesting an additional two months. Council Member Youssef asked what that will do to the process.

**Mr. Vail**, if there are proposed changes to the ordinance and resolution, the process will start over.

**Council Member Krupa**, asked if other developers, stakeholders and the Chamber of Commerce was included in the process.

**Deanna Elliano**, yes, a stakeholder workshop was conducted. Representatives from the Chamber of Commerce, BIA and approximately 40 others people were in attendance. The methodology was explained and comparisons were discussed. The documents along with the summary fee schedule were included with the staff report. Staff is willing to meet with BIA and confident we can answer their questions and concerns.

**Mr. Miller**, this very complex study took approximately one year yet we only had a two hour meeting which was not enough time to review it. We want more time to talk to our builders. It took our consultant two weeks to review it and we just received his comments.

**Mr. Vail**, if there are no changes the ordinance will come back as a Consent Calendar Item for consideration. If there are changes, the ordinance and resolution will come back as a new public hearing item.

**Council Member Youssef moved and Mayor Pro Tem Milne seconded a motion to continue this item to December 9, 2014. Motion carried 4-0.**

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## Approval of Minutes

14. October 14, 2014

**Council Member Krupa moved and Council Member Youssef seconded a motion to approve the minutes as presented. Motion carried 4-0.**

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## Public Hearing

15. **2015-2019 Consolidated Plan** – CDBG Coordinator Callahan
- a. Conduct a public hearing to elicit comments of citizens, public agencies, and other interest parties regarding community needs and priorities; and
  - b. Receive and consider all comments for incorporation in the City of Hemet 2015-2019 Consolidated Plan draft; and
  - c. Establish a procedure for CDBG application selection and funding recommendations during the 2015-2019 program years.

**Carla Callahan, CDBG Coordinator**, request that the City Council conduct the public hearing to accept comments regarding the community needs and priorities. In order to receive CDBG funding the City is required to prepare a comprehensive plan known as the Five Year Consolidated Plan. This plan identifies the City's priorities and objective for CDBG funding during the 2015-2019 program years. CDBG funds can be used for a variety of activities, including to fund public facilities development or improvements. City staff will prepare the Consolidate Plan with the assistance of Castaneda & Associates who will provide the Analysis of Impediments to Fair Housing Choice and Fair Housing Action Plan elements. It is anticipated that the City will receive between \$650,000 and \$850,000 for each of the next five program years. Regulations established by HUD, for receiving CDBG funding, require citizen participating in establishing funding needs and priorities. The City has begun the process with this public hearing and will continue to provide opportunities for public participation through community meetings and a comprehensive community needs assessment survey. Information gathered will be summarized and included in the Consolidated Plan. The Consolidated Plan draft will be available for public review, comment and a public hearing before final submission to HUD on May 16, 2015. In addition, the funding needs and priorities identified will guide the application process and funding recommendations for each of the five program years covered by the Consolidated Plan.

**Council Member Krupa**, 18 months ago we discussed different aspects of the Consolidated Plan. Council Member Krupa asked when the City Council will have an opportunity to weigh in on the needs and priorities.

**Ms. Callahan**, requested that the City Council determine the method in which to weigh in. The idea is to take the guidelines that HUD issues and adapt them to work for Hemet. The City Council agreed that an Ad-Hoc Committee worked well.

**Mayor Pro Tem Milne declared the Public Hearing opened at 8:12 p.m.**

**Gayle Hepner, Hemet**, requested that continued funding for CASA be considered in the Consolidate Plan. CASA deals with a topic that is difficult to keep in front of the public and needs to continue to be in the forefront of the resident's minds. Our immediate goal is to bring back the forensic exams to Hemet Hospital. It is time consuming for Law Enforcement and survivor to go to Riverside. The increase in the homeless population, a high risk for sexual assault, creates additional complications.

**Curtis Smith, Families Living with AIDS Care Center**, this is the only facility between Beaumont and Temecula. This is a non-profit organization. Mr. Smith has been in the community since 2001. I know of families, single mothers and teenagers that are living with AIDS. There is a huge stigma behind it. The Care Center wants to be a place of refuge and part of the CDBG funding.

**Mary Jo Ramirez, Care-A-Van**, we are funded by Measure A money that requires a local match from CDBG. The program has grown immensely.

**Mayor Pro Tem Milne declared the Public Hearing closed at 8:22 p.m.**

**Council Member Youssef moved and Council Member Wright seconded a motion to appoint Council Member Krupa and Mayor Pro Tem Milne to a CDBG Ad-Hoc Committee. Motion carried 4-0.**

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## Communications from the Public

**Scott Moore, Hemet**, expressed concern regarding the condition of Hemet. Mr. Moore discussed the recent incident in East Hemet. Mr. Moore noted that there are satanic signs and rituals being performed at Bill Gray Park across the street from the school. Mr. Moore read a verse from the bible.

**Ms. Miller, Global Harmony Organization**, local governments job is to provide public safety. Ms. Miller gave her recommendation for voting on local, regional and state issues that will be on the November 4<sup>th</sup> ballot.

**Lori VanArsdale, Ramona Bowl**, told the City Council about the updated and newly refreshed script. Dennis Anderson and the Board worked with Steven Salvage for months. The script will be read for the first time on November 22<sup>nd</sup> at the Autry Museum in Los Angeles.

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## City Council Reports

### 16. CITY COUNCIL REPORTS AND COMMENTS

#### A. Council Member Krupa

1. Traffic and Parking Commission
2. Riverside Conservation Authority (RCA)
3. Ramona Bowl Association
4. Indian Gaming Distribution Fund
5. Riverside Transit Agency (RTA)

The Board continued the public comment on the new schedules and routes until January 2015.

6. Watermaster Board

The Ad-hoc Committee, Council Member Krupa, Behrooz Mortazavi and Bruce Scott, are looking at alternative methods for water delivery.

Council Member Krupa attended the Watermaster meeting. The test results and the water levels are not good. Even though pumping has been reduced, water levels are declining. While the City of Hemet water supply is sufficient, other surrounding districts are facing issues.

Council Member Krupa attended the Chamber's phenomenal Harvest Fest.

Council Member attended the Hospitals Health Fair.

Council Member Krupa attended the Green Coalition's October Fest and won the yodeling contest.

The Valley Veterans Day event will be November 11<sup>th</sup> at 10:00 a.m. at Gibbel Park. This is a joint effort with the City of San Jacinto, Soboba Band of Luiseno Indians and Hemet-San Jacinto Exchange Club.

B. Council Member Wright

1. Park Commission
2. Planning Commission

The Planning Commission discussed Tres Cerritos East and heard the workstudy presentation from SunEdison.

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

Council Member Wright attended the Harvest Fest.

Council Member Wright attended the Comedy Event at the Hemet Theater.

Council Member Wright attended the T.H.E. Centers fundraising event.

C. Council Member Youssef

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

Council Member Youssef attended the Harvest Fest and reported that Logan is doing great.

D. Mayor Pro Tem Milne

1. Library Board

The Friends of the Library donated money to the Library. The Library would like to install a fence outside of the Children's area and are saving the donated money for that effort.

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 carnival at T.H.E. Center, great event for the kids.

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

**Eric Vail, City Attorney**, requested that the City Council add one item of anticipated litigation to Closed Session. This item arose subsequent to the preparation of the agenda and requires direction prior to the next Council Meeting.

**Council Member Youssef moved and Council Member Krupa seconded a motion to add the item to the agenda. Motion carried 4-0.**

The City Council recessed to Closed Session at 8:49 pm.

### **Continued Closed Session**

2. Conference with Labor Negotiators

Pursuant to Government Code section 54957.6

Agency designated representatives: City Manager Hill

Employee organization:

*Service Employees International Union General Employees*

3. Conference with Legal Counsel - Existing Litigation

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

Name of cases: Adams v. County of Riverside; City of Hemet, et al.

USDC Case No. ED-CV-14-00498 SVW

4. Conference with Legal Counsel - Anticipated Litigation

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

Reconvened at 9:50 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:

*Service Employees International Union General Employees*

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

6. Conference with Legal Counsel - Existing Litigation  
Pursuant to Government Code section 54956.9(d)(1)  
Name of cases: Adams v. County of Riverside; City of Hemet, et al.  
USDC Case No. ED-CV-14-00498 SVW

**The City Council had a conference with the City Attorney regarding this item. There was no additional reportable action.**

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

**The City Council received a briefing from the City Attorney and the City Manager. There was no additional reportable action.**

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## **Future Agenda Items**

### **Bonnie**

Water and electricity efficiency efforts at the Library  
Smoke Free Parks

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## **Adjournment**

Adjourned at 9:52 p.m. to Tuesday, November 18, 2014 at 7:00 p.m.

#10



## Staff Report

TO: Honorable Mayor and Members of the City Council

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

DATE: November 18, 2014

RE: **DOWNTOWN PROJECT REVIEW NO. 14-001** – A request for City Council review and approval of a proposed façade improvement to an existing building located at 102 East Florida Avenue, with an environmental exemption pursuant to CEQA Guidelines Section 15301.

### **PROJECT APPLICANT INFORMATION**

Owner/Applicant: Simon Chu  
Agent: Steve Covington  
Project Location: 102 East Florida Avenue  
Lot Area: 0.19 acres  
APN: 443-231-008

### **RECOMMENDED ACTION:**

The Planning Commission recommends that the City Council adopt City Council Resolution Bill No. 14-072 (Attachment No. 1), entitled:

1. **Adopt City Council Resolution Bill No. 14-072** approving Downtown Project Review No. 14-001 as shown on the Development Plan, included herein as Exhibit No. 1, and subject to the Conditions of Approval included as Exhibit No. 2, and;
2. Direct staff to file a Notice of Exemption with the County Clerk.

### **PROJECT BACKGROUND**

The applicant and owner, Mr. Simon Chu, is requesting approval of **DOWNTOWN PROJECT REVIEW NO. 14-001** to renovate the façade of an existing commercial structure, formerly occupied by the Sharky's Restaurant. The proposal modifies the existing façade by removing the existing glazing and brick trim and placing with new windows, doors, canopies, pilasters and roof parapet. Architectural trim will be added to the building. The applicant is also planning on

remodeling the interior of the building to function as a future restaurant/bar. At their meeting held November 4, 2014 the Planning Commission unanimously recommended approval for the proposed façade improvements to the building proposed by the owner, Mr. Chu. The proposed elevation is provided in Exhibit 1A.

The building is located in the Downtown (D-1) zone. The Council adopted ZOA 10-005 on May 24, 2011 that requires all new projects (including major exterior alterations) in the downtown zones (both D-1 and D-2) be reviewed by the Planning Commission and approved by the City Council. Minor modifications to existing structures can be reviewed by the Community Development Director unless referred to the Planning Commission and City Council.

Mr. Chu owns several of the properties in the block located between Havard Street and State Street, south of Front Street. Renovation plans for the Nevins Building (DPR 11-002) were approved by the City Council on October 25, 2011. Mr. Chu plans to bring in plans for the renovation of the remainder of his properties in this block later in the year.

### **SITE HISTORY**

The structure previously contained the Gibbel Hardware store for many years. However, the structure was originally built by H.T. Hewitt in the early 1890's (known as the Hewitt Block) and was constructed out of bricks. In May 1903, the Isaac Markey Gibbel family purchased the building.

I.M. Gibbel first came to the San Jacinto Valley in 1891 when he purchased 588 acres of land where the current Hemet-Ryan Airport is located. Mr. Gibbel was originally from Illinois but was living in La Verne at the time of his first visit. In 1891 he hired the firm of Garby & Shaffer to build him a family home in San Jacinto. The December 25, 1899 earthquake convinced the Weber Brothers to leave Hemet. On January 3, 1900 they sold their hardware store to Mr. Gibbel. The store was moved into the McKee Building located on North Harvard Street, south of the old Post Office building.

I.M. Gibbel died in 1905. His son, Isaac Brubaker Gibbel took over the hardware store business. The hardware business flourished with the growth of Hemet and the San Jacinto Valley. The company not only sold hardware but also sold furniture as well. A frequent slogan used was "*If you can't get it at Gibbels you can't get it.*"

In 1908 the Gibbel's purchased the southwest corner of West Florida Avenue and South State. At this location they sold farm implements including International Harvester tractors. Later the business became a Ford automobile agency, then a Dodge & Hudson agency before transitioning into a Buick agency.

I.B. Gibbel became an investor in the Farmers & Merchants Bank which was located on the northwest corner of East Florida Avenue and North Harvard Street. The applicant processed DPR 11-002 for this building also known as the Nevins building in 2011. Mr. Gibbel became a vice

president of the bank in 1911 and its president in 1917. However, during the Great Depression of the 1930's the bank failed.

After I. B. Gibbel's death in 1947, the hardware business was run by his children, Owen Walmer Gibbel and Ruth Gibbel Handcock. Owen Gibbel had been running the farm implement side of the business since 1927. He was appointed to the City Council in 1936. He was re-elected on April 1938 and again on April 1942. In 1944 Mr. Gibbel was elected mayor. However, on July 26, 1945 Mr. Gibbel died at the age of 41 years.

Mr. Gibbel's sister Ruth along with her husband Clifford Handcock ran the business until they sold it on May 6, 1963 to Richard Gamgan, a hardware merchant from Costa Mesa. The Handcock's totally remodeled the store on the inside and out in 1952. The brick façade at that time was stuccoed over. The hardware store closed later and was converted into a restaurant bar known as the "Silver Fox". In the 1990's the building had the "Kokomo's" restaurant. In 2004 Shark's pizza restaurant was opened.

Figure 1 – Photo of original Hewitt Block Building.



Figure 2 – View of northside of East Florida Avenue

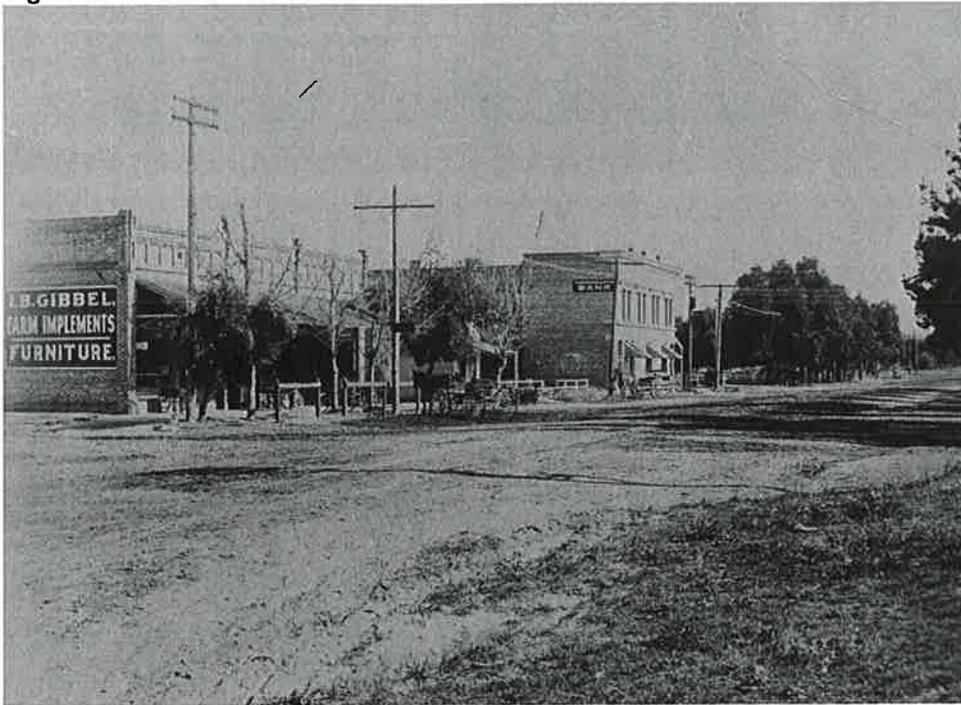


Figure 3 – East Florida Avenue showing Gibbel Hardware after 1958 remodeling.



**PROJECT SETTING**

The site consists of a 0.19 acre area lot which is located directly on the northeast corner of East Florida Avenue and North State Street. The subject building is accessed both on East Florida Avenue and Front Street and to the rear to a parking area. Please refer to Attachment No. 2 and 3 to see the surrounding land uses and zoning designations.

	LAND USE	ZONING	GENERAL PLAN
<b>PROJECT SITE</b>	Commercial Building	D-1 (Downtown)	Mixed Use - Downtown
<b>NORTH</b>	Commercial buildings	D-1 (Downtown)	Mixed Use - Downtown
<b>SOUTH</b>	Commercial buildings	D-1 (Downtown)	Mixed Use - Downtown
<b>EAST</b>	Commercial buildings	D-1 (Downtown)	Mixed Use - Downtown
<b>WEST</b>	Hemet Depot	D-1 (Downtown)	Mixed Use - Downtown

**PROJECT DESCRIPTION**

The proposed façade improvements are shown in Attachment 1. The applicant is proposing to remove the existing windows and brick arched trim and replace with new glazing, awnings and roof parapet. A series of fluted Corinthian pilaster columns are proposed in between each window.

An enhanced cornice is proposed along the top of the exterior walls with an additional cornice connecting the pilaster details. Individual awnings will be placed on each window. The roof parapet will comprise a railing with several intervening column supports. Exterior lighting will be provided above each of the window canopies. Future signage for the building will be located above the entry doors or on the canopies.

As required by the Downtown Ordinance, landscaping shall be required in the form of individual planters provided for each elevation. The applicant has not submitted a color board for the exterior materials. Staff is recommending a Condition of Approval which requires that a color scheme for the façade improvement be submitted for review and approval by the Director. (Condition 16).

The applicant has not submitted a proposal for the rear (East facing) elevation of the structure. Attachment 3 shows that the eastern area of the building is in disrepair and is in need of upgrading. This area is significant in that it will be a service entrance and secondary patron entrance from the parking area to the east of the building. Staff is recommending that the project be conditioned to include the removal of the debris, and development of a proposal for this façade as well. (Condition 19).

The applicant has not submitted a sign program for the building. Staff is recommending that a proposal for a sign and lighting program as well be submitted. (Condition 25).

Attachment 5 contains various alternatives to the proposed building architecture that was previously submitted by the applicant. These earlier schemes had the more simplified pilaster column designs as well as the use of exposed brick.

### **POLICIES, REQUIREMENTS AND GUIDELINES CONSISTENCY REVIEW**

The proposed project Development Plan (Attachment No. 1) have been reviewed for consistency with the City's applicable policies, requirements and guidelines. Planning staff is recommending that the project, subject to the recommended Conditions of Approval, be found consistent with the City's General Plan, Zoning Ordinance and other development requirements and guidelines. The complete analysis of this project for consistency with the City's policies, requirements and guidelines is described below.

The proposed façade improvement continues some of the traditional architectural style which is called for in the General Plan to retain the character and desirable qualities of a traditional small town. The proposed façade improvement continues the low-profile form of development currently found in the downtown. However, the proposal does not replicate the original brick façade of the Hewitt Block. Additionally the style of the pilasters varies from the original squared off pilasters of the original building with the introduction of Corinthian style fluted pilasters. The Corinthian style columns were historically used in the old Hemet High School building. The structure will be provided with awnings to provide pedestrians with protection from the area's intense heat.

The applicant has not submitted a proposal for a façade wall sign. Staff has included a condition of approval (Condition 25) requiring submission of a revised sign program with review and approval by the Community Development Director prior to issuance of a Certificate of Occupancy for the structure.

Details of the exterior building illumination have not been provided. Staff is recommending a condition of approval (Condition 23) that the applicant provide the details of the proposed building illumination to be reviewed and approved by the Community Development Director.

The applicant has not submitted any plans for the required street furniture. The project is conditioned to provide appropriate street furniture in the form of planters for the East Florida Avenue, State and Front Street frontages.

As with the Nevins building, this project is conditioned to install an historic plaque near the entrance of the building which will include a brief historic description of the property and a historic photo of the building. (Condition 28).

### **GENERAL PLAN GUIDELINES**

The property is located in the Greater Downtown District of the 2030 General Plan and is designated as Mixed Use Downtown. The downtown is a social and economic focal point for the City. The General Plan has fifteen Planning and Design Principles for the downtown area. The following principles relate to the proposed façade improvement:

- *Create a unique sense of place that maintains the character of Hemet and differentiates the Downtown from other downtowns in southern California. Land uses and architectural design should convey civic pride and identity. (Principle 1)*
- *Build upon the City's character-defining elements for revitalization. (Principle 2)*
- *Preserve the historic integrity of Downtown. Encourage preservation of significant historic buildings and resources in the Downtown and discourage use of generic architecture style used by corporate and franchise businesses that may undermine Downtown's character. (Principle 3)*
- *....Encourage uses, such as book stores, coffee houses, outdoor restaurants and entertainment venues. (Principle 4)*
- *Use urban design to identify Downtown's entries, edges and districts. Improvements that call attention to these parts of Downtown may include landscaping, entry features, signage, street furniture, and public art and other design features. (Principle 6)*
- *Make signs more appropriate for a pedestrian scale. Downtown signs are currently too big, too plastic, and poorly designed. (Principle 11)*
- *Increase shade within pedestrian environment...Replace old-brow storefront canopies with newer, thinner, and stronger canopies that allow some light to shine through. (Principle 12)*

Community Design Goal 13 in the 2030 General Plan is to “enhance the vitality and appearance of the Downtown District through Community Design.” The project also implements a number of General Plan policies and commercial design guidelines that were reviewed by Staff and Planning Commission and found to be in compliance.

### **TRANSPORTATION UNIFORM MITIGATION FEE (TUMF)**

Section 58-70.3(f) of the Hemet Municipal Code provides a limited number of exemptions from provisions of the TUMF Fee Ordinance. Pursuant to Chapter 58, Section 58-70.3(f)(3) the rehabilitation and/or reconstruction of any habitable structure in use on or after January 1, 2000 is exempt. The project will only involve reconstruction of the building façade. Therefore, this project is exempt from the TUMF Fee.

### **MULTI-SPECIES HABITAT CONSERVATION PLAN (MSHCP)**

Pursuant to Chapter 31, Section 31-16 (1) of the Hemet Municipal Code, reconstruction of a residential unit or commercial or industrial building damaged or destroyed by fire or other natural causes are exempt from the provisions of the aforementioned chapter. Therefore, this project is exempt from the MSHCP Mitigation Fee.

### **PUBLIC COMMUNICATIONS RECEIVED**

The Planning Department has not received any letters of comment from the public.

### **CEQA REVIEW**

The project is exempt from CEQA under CEQA Guidelines Section 15301(Existing Facilities – Class I) in that the staff report submitted by the Planning Department and other findings made in this Resolution demonstrate that: Downtown Project Review No. 14-001 is consistent with the Commercial General Plan designation and all applicable General Plan policies as well as the applicable zoning designation; the proposed project site is located within the boundaries of the City of Hemet; the area within Downtown Project Review No. 14-001 comprises approximately 0.15 acre site, which is less than five acres, and has no value as habitat for endangered, rare or threatened species; there is no substantial evidence in the record that Downtown Project Review No. 14-001 will result in significant effects related to traffic, noise, air quality or water quality in that the proposed design incorporates and otherwise is subject to air and water quality resource agency design requirements to avoid any harmful effects; and, the site is or can be adequately served by all required utilities and public services. As such, the project meets the criteria for application of a Class 02 (Replacement or Reconstruction) Categorical Exemption under the CEQA Guidelines.

### **PROJECT FINDINGS**

The proposed project must comply with the Zoning Code requirements relating to the approval of Downtown Project Review permits. The following findings are made for project approval:

- A. *The proposed downtown project is in accord with the objectives of this chapter and the purposes and regulations of the zone in which the site is located.*

The proposed façade improvement has been designed in conformity with the purposes of the Downtown Project Review for structures in the Downtown zones. The goal of the zones is to reinforce the traditional commercial center of the City of Hemet with buildings in the scale and style of their historical precedents.

- B. *The proposed development or improvement is consistent with the goals, policies and programs of the General Plan.*

The proposed façade improvement retains the character and desirable qualities of a traditional small town with building elevations with historic building materials such as brick and large cornice detailing. The project, as conditioned, will provide the details, colors, signs, building illumination, awnings and streetscape that are required in the Downtown District.

- C. *The proposed development or improvement is consistent with the applicable standards and design guidelines for the D-1 and D-2 zones, the Commercial Design Guidelines, and other applicable adopted plans.*

The proposed façade improvement is designed to be suitable for the permitted lands uses in the D-1 zone. The setback, coverage and parking standards of the code are met.

- D. *The design, scale, height, and layout of the proposed project will not interfere with the use and enjoyment of neighboring existing and future developments, will not create traffic or pedestrian hazards, and will not otherwise have a negative impact on the aesthetics, health, safety or welfare of uses or properties within the Downtown area.*

The design, scale, height and layout of the proposed façade improvement is similar to the surrounding area. The project will be compatible and enhance the aesthetics of the area. The proposal will not impact the health, safety, or welfare of the uses within the D-1 zone.

- E. *The design of the proposed project is compatible with the character of the surrounding area, will enhance the appearance of the Downtown through quality architecture, building materials, color and detailing, and will provide a desirable and attractive environment for the occupants and patrons of the proposed use.*

The proposed façade improvement will have the same building materials, color and detailing as other structures that have historically been in the downtown area. The enhanced roofline cornice, and awnings are in a traditional style commonly found in buildings constructed in the early 20<sup>th</sup> Century.

## REPORT SUMMARY

Downtown Project Review No. 14-001 pertains to the façade improvement of an existing commercial building on a 0.19 acre lot in the downtown area. The building is located on extremely visible corner in the downtown area. Staff believes that the design proposed in Development Plan as conditioned adequately conforms to and is consistent with development standards and guidelines provided by the Zoning Ordinance, General Plan and the Commercial Design Guidelines. For these reasons stated above the Community Development Staff recommends approval of the project.

Respectfully submitted,

  
Ronald K. Running  
Project Planner

Reviewed by:

  
Deanna Elliano  
Community Development Director

RR/mc

## ATTACHMENTS

- 1) City Council Resolution Bill No. 14-072 approving DPR 14-001
  - a. Development Plan – Elevations
  - b. Conditions of Approval
- 2) Photographs of Site and Surrounding Area
- 3) Zoning/Locational Exhibit
- 4) Aerial Photograph

## INCORPORATED HEREIN BY REFERENCE

City of Hemet General Plan  
City of Hemet General Plan EIR  
City of Hemet Zoning Ordinance  
City of Hemet Commercial Design Guidelines  
Contents of City of Hemet Planning Department Project File DPR 14-001

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# Attachment No. 1

Resolution Bill No. 14-072

City Council  
Meeting of  
November 18, 2014



CITY OF HEMET  
CITY COUNCIL

RESOLUTION BILL NO. 14-072

A RESOLUTION OF THE CITY COUNCIL OF THE CITY  
OF HEMET, CALIFORNIA, APPROVING DOWNTOWN  
PROJECT REVIEW NO. 14-001 FOR A REMODEL OF A  
10,000± SQUARE FOOT BUILDING LOCATED AT 102  
EAST FLORIDA AVENUE (APN 443-231-008).

**WHEREAS**, an application for Downtown Project Review No. 14-001, for the remodel of a 10,000 square-foot building at 102 East Florida Avenue has been duly filed by:

Owner/Applicant: Simon Chu  
Authorized Agent: Steven Covington  
Project Location: 102 East Florida Avenue  
APN Numbers: 443-231-008  
Lot Area: 0.18 Acres; and,

**WHEREAS**, the Planning Commission has the authority per section 90-47.1 et seq. of the Hemet Municipal Code to review and make a recommendation to the City Council on Downtown Project Review No. 14-001 to remodel a 10,000 square-foot building; and,

**WHEREAS**, on October 23, 2014, the City gave public notice by posting the property and by mailing to property owners within 300 feet of the project site regarding the holding of a public hearing at which the project would be considered by the Planning Commission; and,

**WHEREAS**, on November 4, 2014, the Planning Commission held the noticed public hearing at which interested persons had an opportunity to testify in support of, or opposition to, the Downtown Project Review and at which the Planning Commission considered the Downtown Project Review; and,

**WHEREAS**, on November 6, 2014, the City gave public notice by advertising in the Valley Chronicle and by mailing to property owners within 300 feet of the project site regarding the holding of a public hearing at which the project would be considered by the City Council; and,

1       **WHEREAS**, on November 18, 2014, the City Council held a public hearing at  
2 which interested persons had an opportunity to testify in support of, or opposition to, the  
3 Downtown Project Review; and,  
4

5       **WHEREAS**, the Community Development Director has reviewed the project's  
6 potential effects on the environment and has recommended that the project is  
7 categorically exempt from the California Environmental Quality Act ("CEQA") under  
8 CEQA Guidelines Section 15302 "Replacement or Reconstruction", and that the  
9 exceptions to the categorical exemptions contained in CEQA Guidelines section  
10 15300.2 are not applicable to this project.  
11

12       **NOW, THEREFORE**, the City Council of the City of Hemet does Resolve,  
13 Determine, Find and Order as follows:  
14

15       **SECTION 1: ENVIRONMENTAL FINDINGS**  
16

17       The City Council, in light of the whole record before it, including but not limited to, the  
18 City's Local CEQA Guidelines and Thresholds of Significance, the direction of the  
19 Planning Commission at its meeting of November 18, 2014 and documents  
20 incorporated therein by reference, and any other evidence (within the meaning of Public  
21 Resources Code Sections 21080(e) and 21082.2) within the record or provided at the  
22 public hearing of this matter, hereby finds and determines as follows:  
23

24       1.       **CEQA:**  
25

26               (a)       The project is exempt from CEQA under CEQA Guidelines Section 15302  
27 in that the staff report submitted by the Planning Department and other  
28 findings made in this Resolution demonstrate that: Downtown Project  
29 Review No. 14-001 is consistent with the Commercial General Plan  
30 designation and all applicable General Plan policies as well as the  
31 applicable zoning designation; the proposed project site is located within  
32 the boundaries of the City of Hemet; the area within Downtown Project  
33 Review No. 14-001 comprises approximately 0.19 acres, which is a  
34 replacement or reconstruction of a commercial structure with a new  
35 structure of substantially the same size, purpose, and capacity.  
36

37               (b)       None of the exceptions to the categorical exemptions contained in CEQA  
38 Guidelines Section 15300.2 prevent CEQA Guidelines Section 15302 from  
39 exempting the project for the following reasons:  
40

41                       (i)       The project is not a Class 3, 4, 5, 6, or 11 project, and therefore is  
42 not subject to the exception pertaining to projects located in  
43 particularly sensitive environments.  
44

45                       (ii)       The nature of the project is such that significant cumulative impacts  
46 will not occur from successive projects of this type occurring in the

1 same location over time. No information has been presented that  
2 this project would have impacts that would contribute to a level of  
3 cumulative impacts that would be considered significant.  
4

5 (iii) There is no reasonable possibility that unusual circumstances will  
6 cause the project to have a significant effect on the environment.  
7 No information is known or has been presented to indicate that  
8 there are unusual circumstances related to this project that would  
9 cause a significant effect.

10  
11 (iv) The project will not result in damage to scenic resources within a  
12 designated state scenic highway. The project is not located in  
13 proximity to such a highway.  
14

15 (v) The project site has not been listed as a hazardous waste and  
16 substance facility or site by the Department of Toxic Substances  
17 Control pursuant to California Government Code Section 659625.  
18

19 (vi) The project will not cause a substantial adverse change to the  
20 significance of a historical resource. There are no historical  
21 resources on the project site.  
22

23 The Community Development Director has reviewed the project's potential  
24 effects on the environment and has recommended that the project is  
25 categorically exempt from the California Environmental Quality Act ("CEQA")  
26 under CEQA Guidelines Section 15302 "Replacement or Reconstruction", and  
27 that the exceptions to the categorical exemptions contained in CEQA Guidelines  
28 section 15300.2 are not applicable to this project.  
29

- 30 2. **Multi-Species Habitat Conservation Plan (MSHCP):** The project is found to be  
31 consistent with the MSHCP. The project is located outside of any MSHCP  
32 criteria area and mitigation is provided through payment of the MSHCP Mitigation  
33 Fee.  
34

35 **SECTION 2: REQUIRED DOWNTOWN PROJECT REVIEW FINDINGS**  
36

37 Pursuant to Hemet Municipal Code Section 90-47.5 and in light of the record before it  
38 including the staff report dated May 17, 2011 and all evidence and testimony heard at  
39 the public hearing of this item, the Planning Commission hereby finds as follows:  
40

- 41 A. The proposed downtown project is in accord with the objectives of this chapter  
42 and the purposes and regulations of the zone in which the site is located.  
43

44 The proposed structure has been designed in conformity with the purposes of the  
45 Downtown Project Review for structures in the Downtown zones. The goal of the

1 zones is to re-enforce the traditional commercial center of the City of Hemet with  
2 buildings in the scale and style of their historical precedants.

- 3  
4 B. The proposed development or improvement is consistent with the goals, policies  
5 and programs of the General Plan.  
6

7 The proposed structure retains the character and the desirable qualities of a  
8 traditional small town with building elevations that are broken up into small  
9 increments and traditional design detailing. The structure, as conditioned, will  
10 provide the landscaping, details, colors, signs, building illumination, awnings and  
11 canopies that are required in the HUB of the Valley design guidelines.  
12

- 13 C. The proposed development or improvement is consistent with the applicable  
14 standards and design guidelines for the D-1 and D-2 zones, the Commercial  
15 Design Guidelines, and other applicable adopted plans.  
16

17 The proposed structure is designed to be suitable for the permitted land uses in  
18 the D-1 zone. The setback, coverage and parking standards of the code are  
19 met.  
20

- 21 D. The design, scale, height, and layout of the proposed project will not interfere  
22 with the use and enjoyment of neighboring existing and future developments, will  
23 not create traffic or pedestrian hazards, and will not otherwise have a negative  
24 impact on the aesthetics, health, safety or welfare of uses or properties within the  
25 Downtown area.  
26

27 The design, scale, height and layout of the proposed project is similar to the  
28 surrounding development. The structure replaces a building similar in scale and  
29 height which had been historically at the site. The proposed structure will be  
30 compatible and enhance the aesthetics of the area. The proposal will not impact  
31 the health, safety or welfare of the uses within the D-1 zone.  
32

- 33 E. The design of the proposed project is compatible with the character of the  
34 surrounding area, will enhance the appearance of the Downtown through quality  
35 architecture, building materials, color and detailing, and will provide a desirable  
36 and attractive environment for the occupants and patrons of the proposed use.  
37

38 The proposed structure will have the same building materials, color and detailing  
39 as other structures in the downtown area. The structure has been designed to  
40 look as if it were multiple buildings with varying cornice heights giving the overall  
41 building the same scale as those of the buildings in the immediate area.  
42

### 43 44 **SECTION 3: CITY COUNCIL ACTIONS**

45  
46 The City Council hereby takes the following actions:

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1. **Notice of Exemption.** In accordance with Public Resources Code Section 21152(b) and CEQA Guidelines Section 15062, the Planning Commission hereby recommends that the City Council approves a categorical exemption for the project under CEQA Guidelines Section 15302 and directs the Planning Director to prepare and file with the Clerk for the County of Riverside a notice of exemption as provided under Public Resources Code Section 21152(b) and CEQA Guidelines Section 15062.

2. **Downtown Project Review No. 14-001.** The City Council hereby recommends that the City Council approve Downtown Project Review No. 14-001 as shown in Exhibit A which is attached hereto and incorporated herein by reference, and subject to the Conditions of Approval in Exhibit B which are attached hereto and incorporated herein by reference.

**PASSED, APPROVED, AND ADOPTED** this 18<sup>th</sup> day of November, 2014, by the following vote:

- AYES:
- NOES:
- ABSTAIN:
- ABSENT:

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

ATTEST:  
  
\_\_\_\_\_  
Sarah McComas, City Clerk

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

5 | **I, Sarah McComas, City Clerk of the City of Hemet, do hereby certify that the**  
6 | **foregoing resolution is the actual resolution adopted by the City Council of the City**  
7 | **of Hemet and was passed by the following vote:**

8 |  
9 | **AYES:**  
10 | **NOES:**  
11 | **ABSTAIN:**  
12 | **ABSENT:**  
13 |  
14 |  
15 |  
16 |

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

**Exhibit  
No. 1A  
Project Elevations**

**City Council Meeting of  
November 18, 2014**



East Florida Avenue Elevation



Northeast corner of East Florida and North State Street



Proposed Front Street Side Elevation

**Exhibit**

**No. 1B**

**Conditions of Approval**

**City Council Meeting of  
November 18, 2014**



## CITY OF HEMET

### - DRAFT - CONDITIONS OF APPROVAL

**COMMISSION REVIEW DATE:** November 4, 2014  
**COUNCIL REVIEW DATE:** November 18, 2014

**PROJECT NO.:** Downtown Project Review No. 14-001  
**OWNER:** Simon Chu  
**APPLICANT:** Steven Covington  
**LOCATION:** 102 East Florida Avenue  
**DESCRIPTION:** Façade improvement to an existing structure.  
**OCCUPANCY:** This project has been reviewed as a **B & M Occupancy**; any other use will require further review.

Note: Any conditions revised at a hearing will be noted by ~~strikeout~~ (for deletions) and/or underline (for additions), and any newly added conditions will be added at the end of all conditions regardless of the Department originating the condition.

#### **STANDARD CONDITIONS**

The following conditions of approval were approved by the City Council as standard conditions of approval for all projects. Questions regarding compliance with these conditions should be directed to the Community Development Department at (951) 765-2375.

#### **General Requirements**

1. Downtown Project Review No. 14-001 shall become null and void on **November 18, 2016**, two calendar years from the date of approval, unless building permits have been issued for the project. A time extension may be granted by the Community Development Director in accordance with Hemet Municipal Code, provided a written request for a time extension is submitted the Community Development Department prior to the expiration date. No formal notice of expiration will be given by the City.
2. Approval of Downtown Project Review No. 14-001 shall become effective 10 days after the approval date on **November 28, 2014**.

3. The conditions of approval of this project shall supersede all conflicting notations, specifications, dimensions, typical sections, and the like, which may be shown on the tentative project plans.
4. This project site shall be developed in accordance with the approved plan(s) and the conditions contained herein.
5. This project shall comply with all sections of the I.C.B.O. California Building Code, California Fire Code, and City and State Handicapped Accessibility Requirements (California Code of Regulations, Title 24) in effect at that time of the building permit application.
6. Prior to the issuance of building permits, the applicant shall be subject to all applicable development fees at the rate in effect at the time of building permit application. Such fees may include, but not be limited to: Park Fees, School Fees, Master Plan Storm Drainage Fees, Permit and Plan Checking Fees, Water and Sewer Service Fees, and Capital Facility Fees. (Only applicable if there is new construction.)
7. Construction activity shall meet the requirements of Hemet Municipal Code Chapter 30, Article II.
8. Prior to any precise grading or drainage activity, a grading and/or drainage plan shall be prepared and submitted to the City Engineer and Planning Department for review and approval. No grading or drainage work shall occur without a grading permit and/or the permission of the City Engineer.
9. The applicant shall indemnify, protect, defend, and hold harmless, the City, and/or any of its officials, officers, employees, agents, departments, agencies, and instrumentalities thereof, from any and all claims, demands, law suits, writs of mandamus, and other actions and proceedings (whether legal, equitable, declaratory, administrative or adjudicatory in nature), and alternative dispute resolutions procedures (including, but not limited to arbitrations, mediations, and other such procedures), (collectively "Actions"), brought against the City, and/or any of its officials, officers, employees, agents, departments, agencies, and instrumentalities thereof, that challenge, attack, or seek to modify, set aside, void, or annul, the any action of, or any permit or approval issued by, the City and/or any of its officials, officers, employees, agents, departments, agencies, and instrumentalities thereof (including actions approved by the voters of the City), for or concerning the project, whether such Actions are brought under the California Environmental Quality Act, the Planning and Zoning Law, the Subdivisions Map Act, Code of Civil Procedure Section 1085 or 1094.5, or any other state, federal, or local statute, law, ordinance, rule, regulation, or any decision of a court of competent jurisdiction. It is expressly agreed that the City shall have the right to approve, which approval will not be unreasonably withheld, the legal counsel providing the City's defense, and that applicant shall reimburse

City for any costs and expenses directly and necessarily incurred by the City in the course of the defense. City shall promptly notify the applicant of any Action brought and City shall cooperate with applicant in the defense of the Action.

10. No Certificate of Occupancy of the structure will be granted until all Conditions of Approval have been satisfied.

#### Design Review/Buildings

11. This project shall be consistent with the City's Commercial Design Guidelines and HUB of the Valley Downtown Design Guidelines in effect at the time of building permit issuance. After approval of the project, the Community Development Director shall have the authority to approve minor adjustments to the design of the building.

#### Landscaping

12. This project shall be subject to all the requirements listed in the Water Efficiency Landscaping Ordinance (currently Ordinance No. 1784, adopted by City Council on July 23, 2007).
13. Prior to the issuance of a Certificate of Occupancy or finalization of the Building Permit, landscaped areas shall have an automatic irrigation system, with automatic timers, installed and operational, unless cash or a bond is posted to guarantee completion for planters and street trees, to the satisfaction of the Community Development Director.
14. All landscaped areas shall be maintained in a healthy and thriving condition, free from weeds, trash, disease, vermin, and debris, during the term of this Project.

#### **PLANNING CONDITIONS**

The following conditions of approval are project specific and were recommended by the Planning Division. Questions regarding compliance with these conditions should be directed to the City of Hemet Planning Division at (951) 765-2375.

#### Planning – Site Development

15. All roof-mounted mechanical equipment shall be screened from view from any public area, and shall be screened with material and design consistent with the architecture of the building upon which it is mounted. Methods of screening shall be reviewed and approved by the Community Development Director.
16. All buildings, and appurtenances thereto, shall comply with exterior color palette and procedures contained in Section 90-896 and Downtown Zone design

guidelines in the General Plan. Exterior colors shall be consistent with the architectural style and historic period of the structure and surrounding area. Applicant shall submit a color scheme for review and approval by the Community Development Director prior to the issuance of a Certificate of Occupancy.

17. An anti-graffiti coating shall be provided on all block or stucco walls, and written verification from the developer shall be provided to the City of Hemet Planning Division.
18. Prior to the issuance of a Certificate of Occupancy the applicant shall remove all debris and trash located in the rear of the building.
19. Applicant shall submit a proposal for the upgrading of the rear façade to include signage, graffiti protection, landscaping and illumination for the review and approval by the Community Development Director prior to issuance of the Certificate of Occupancy.

#### Planning - Landscaping

20. Prior to the issuance of the Certificate of Occupancy landscaping shall be provided with decorative aboveground planters with automatic irrigation at a ratio of one planter per every 20 feet of building frontage, in a manner that does not impede pedestrian traffic and to the satisfaction of the Community Development Director.
21. Prior to the issuance of a final Certificate of Occupancy, all landscaping and irrigation shall be installed and functional.

#### Planning - General

22. Applicant shall revise plans to obtain the necessary approvals to construct and provide a covered trash enclosure structure in the parking lot to the rear of the structure within six (6) months of the issuance of the Certificate of Occupancy. [Added by CDD 7-17-12]
23. Applicant shall revise the building plans to provide exterior building illumination on the west and east facades of the structure subject to the review and approval by the Community Development Director.
24. Proposed awnings shall have a minimum eight (8) foot vertical clearance from the sidewalk. Applicant shall submit proposed material and colors submit to review and approval by the Community Development Director.

## Planning - Signs

25. The applicant shall submit a proposed wall sign program to be consistent with the color scheme and be of long lasting building materials and contain signage for the front and rear façades of the building. The sign program with samples shall conform to the Zoning Ordinance, and be reviewed and approved by the Community Development Director prior to issuance of any Certificates of Occupancy.
26. "Can" signs are prohibited.
27. Applicant shall provide adequate building address signage on the western and southern façades or vertical element of the proposed awnings/canopies.
28. Applicant shall provide a historic plaque commemorating the history of the structure. The design, content and placement shall be subject to the review and approval of the Community Development Director and Hemet Museum Director prior to issuance of final Certificate of Occupancy.

## **ENGINEERING CONDITIONS**

The following conditions of approval are project specific and were recommended by the Planning Department. Questions regarding compliance with these conditions should be directed to the City of Hemet Public Works - Engineering Department at (951) 765-2360.

29. Applicant shall replace or repair all damaged sidewalk and curb along project frontage.

## **BUILDING CONDITIONS**

The following conditions of approval are project specific and were recommended by the Building Department. Questions regarding compliance with these conditions should be directed to the City of Hemet Building Department at (951) 765-2475.

### Building Code Requirements

30. As part of the plans for plan check, a detailed structural analysis, in compliance with Chapter 16 of the California Building Code for the building's intended use shall be provided.
31. The electrical, plumbing and mechanical systems shall be installed in accordance with applicable adopted codes.

### Setbacks and Openings

32. Due to proximity to property lines, etc., fire resistive construction and parapet walls shall be required per California Building Code, Section 705.11.

### Handicap Requirements

33. This project is subject to State Handicapped Accessibility Requirements. (California Code of Regulations, Title 24)
34. Handicapped restrooms shall be installed in accordance with California Code of Regulations, Title 24/California Building Code, Section 1115(b).
35. All entrances and exists shall be handicapped accessible per California Code of Regulations, Title 24.
36. A handicapped accessible pedestrian access to the site shall be provided.

## **FIRE PREVENTION CONDITIONS**

The following conditions of approval are project specific and were recommended by the Fire Department. Questions regarding compliance with these conditions should be directed to the City of Hemet Fire Department, FIRE PREVENTION DIVISION at (951) 765-2450.

Unless specifically stated herein, these conditions shall not be construed to permit or allow deviation from any Federal or State laws nor any of the local codes and ordinances adopted by this jurisdiction.

### Agency Approvals

37. Prior to the issuance of a building permit written proof shall be provided from the water purveyor that sufficient capacity is available for fire protection. The minimum required fire flow for this project is 2000 GPM @ 20psi residual pressure for a duration of 2 hours, per 2010 CFC Appendix B. Fire flow and flow duration for buildings without automatic fire protection and having an area in excess of 3,600 square feet shall not be less than specified in Table B105.1.
38. Facilities and equipment used for the storage and handling of flammable or combustible liquids and other hazardous materials (which meet or exceed reportable quantities) as defined by Federal, State and Local Laws shall be approved by the County of Riverside Environmental Health.

## General

39. The final Conditions of Approval for this project shall be included in any site plan or construction plans submitted for permit issuance. Plans will not be approved without reference to these "conditions".
40. This project is subject to review and approval in accordance with the California Code of Regulations, Title 19 for Fire and Life Safety. This project may be subject to an annual inspection and permit from the Hemet Fire Department for this type of occupancy (use).
41. Storage of combustible materials shall be in accordance with the 2010 California Fire Code. High-Piled Storage shall be in accordance with CFC, Chapter 23.
42. Provision for the storage or handling of hazardous materials, as defined by Federal, State, and Local Law, shall be in accordance with 2010 CFC, Chapter 27.
43. Storage and handling of flammable and combustible liquids shall be in accordance with the 2010 California Fire Code, Chapter 34 and NFPA 30 (2003), Flammable and Combustible Liquids Code.

## Hydrants and Fire Protection Systems

44. An approved water supply capable of supplying the required fire flow for fire protection shall be provided on site when any portion of the building or facility is in excess of 400 feet from an approved water supply on a public street. 2010 CFC Section 507. The location of on-site hydrants and mains shall be approved by the Fire Marshal prior to permit issuance.
45. Prior to combustible construction commencing, install and/or upgrade, as required by the 2010 CFC, street (off-site) fire hydrants pursuant to the City of Hemet Standard Specifications for Public Works Construction. Distance between fire hydrants shall not exceed 300 feet without approval from the Fire Marshal. Fire hydrants shall be located within 150 feet of Fire Department Connections (FDC) for Standpipes and Automatic fire sprinklers.
46. Prior to combustible construction install, as required by the City of Hemet Fire Marshal, on-site fire hydrants pursuant to the City of Hemet Standard Specifications for Public Works Construction. Travel distance along the fire access route shall not exceed 300 ft. between hydrants without approval from the Fire Marshal. CFC Section 507.
47. In accordance with the 2010 CFC Section 507, the water system (mains and hydrants) shall be tested and accepted by the Fire Marshal prior to the

commencement of combustible construction. Hydrant markers (Blue Dots) shall be installed pursuant to the City of Hemet Standard Specifications for Public Works.

48. In accordance with the 2010 CFC Section 903, as amended and Article II, Chapter 14 of the Hemet Municipal Code, automatic fire sprinklers shall be installed throughout all buildings 5,000 square feet or larger pursuant to NFPA Standards. Systems with 20 heads or more shall be monitored by a UL listed central station alarm system meeting NFPA 72 and City of Hemet requirements.
49. In accordance with the 2010 CFC Section 903, an automatic fire sprinkler system is required throughout all buildings with this occupancy type based on the use(s) proposed. Systems with 20 heads or more shall be monitored by a UL listed central station alarm system meeting NFPA 72 and City of Hemet requirements.
50. In accordance with the CFC Section 904 and CCR Title 19, alternative automatic fire extinguishing systems shall be installed and maintained pursuant to NFPA standards. Prior to installation (or modification) of a fire protection system, complete plans shall be submitted to the City of Hemet Fire Marshal for review and approval.
51. Portable fire extinguishers shall be installed and maintained in accordance with 2010 CFC section 906 and Chapter 3, Title 19 CCR. The type and spacing shall be approved by the City of Hemet Fire Marshal prior to installation.
52. An approved manual, automatic or (manual and automatic) fire alarm/monitoring system shall be installed and tested prior to final inspection in accordance with the 2010 CFC Section 907 and pursuant to NFPA standards. Automatic fire sprinkler systems with 20 heads or more shall be monitored by a UL listed central station meeting the standards of NFPA 72 and City of Hemet requirements.
53. All check valves, post indicator valves, fire department controls, and connections shall be located as required and approved by the Fire Marshal of the City of Hemet. If multiple buildings, each building shall have separate (approved) control valves. A separate permit will be required for all underground piping for fire protection systems.

#### Fire Department Access

54. Prior to the issuance of a Certificate of Occupancy, "No Parking - Fire Lane" signs, red curbing, street signs and other required markings shall be provided to the specifications of the City of Hemet Fire Marshal in accordance with the 2010 CFC Section 503.3 and California Vehicle Code Section 22500.1.

55. Prior to final inspection, addresses shall be provided on all new and existing buildings in accordance with the 2010 CFC Section 505.
56. In accordance with the 2010 CFC Section 503, security gates if installed, shall be installed with approved automatic devices and/or key switches to allow Fire and Police Department access and egress pursuant to the City of Hemet Municipal Code and Fire Department Standards.
57. Install Knox key boxes and/or Knox locks for Fire and/or Police Department access in accordance with 2010 CFC Section 506 and the Hemet Municipal Code.

Miscellaneous

58. An annual permit and a "Hazardous Materials Management Plan" (HMMP) will be required pursuant to 2010 CFC Section 2701. This facility shall be subject to the standards of NFPA 704 or some other means of identifying hazardous materials for emergency responders as approved by the Fire Marshal.
59. Prior to the issuance of a Certificate of Occupancy, an electronic version of the final tract map or site plan shall be submitted for fire suppression use. The scale shall be such that the site plan shall be clearly legible, showing all streets, the building footprints and addresses, fire hydrant locations, Knox box locations (if applicable), and access driveways. The format shall be compatible with the latest version of "AutoCAD" or equivalent.
60. No change in use or occupancy shall be made to any existing building or structure unless the means of egress system is made to comply with the requirements for the new use or occupancy in accordance with 2010 CFC Chapter 10.
61. Fire safety during construction and demolition shall comply with 2010 CFC Chapter 14.
62. Trash containers with an individual capacity of 1.5 cubic yards or greater shall not be stored in buildings or within 5 feet of combustible walls, openings, eaves, etc. unless protected by an approved means (automatic fire sprinkler system and/or an approved 4-hour fire separation).
63. An approved manual, automatic or (manual and automatic) fire alarm system is required for this occupancy in accordance with the 2010 CFC Section 907 and pursuant to NFPA standards. The fire alarm system plans shall be submitted and approved prior to installation.

## **POLICE DEPARTMENT CONDITIONS**

The following conditions of approval are project specific and were recommended by the Police Department. Questions regarding compliance with these conditions should be directed to the City of Hemet Police Department at (951) 765-2400.

None recommended.

**END**

**Attachment  
No. 2  
Photographs of Site  
&  
Surroundings**

**City Council Meeting of  
November 18, 2014**

**Figure 1 Sharkey's West Florida Ave. Elevation**



**Figure 2 Rear of Skarkey's and Nevins Buildings**

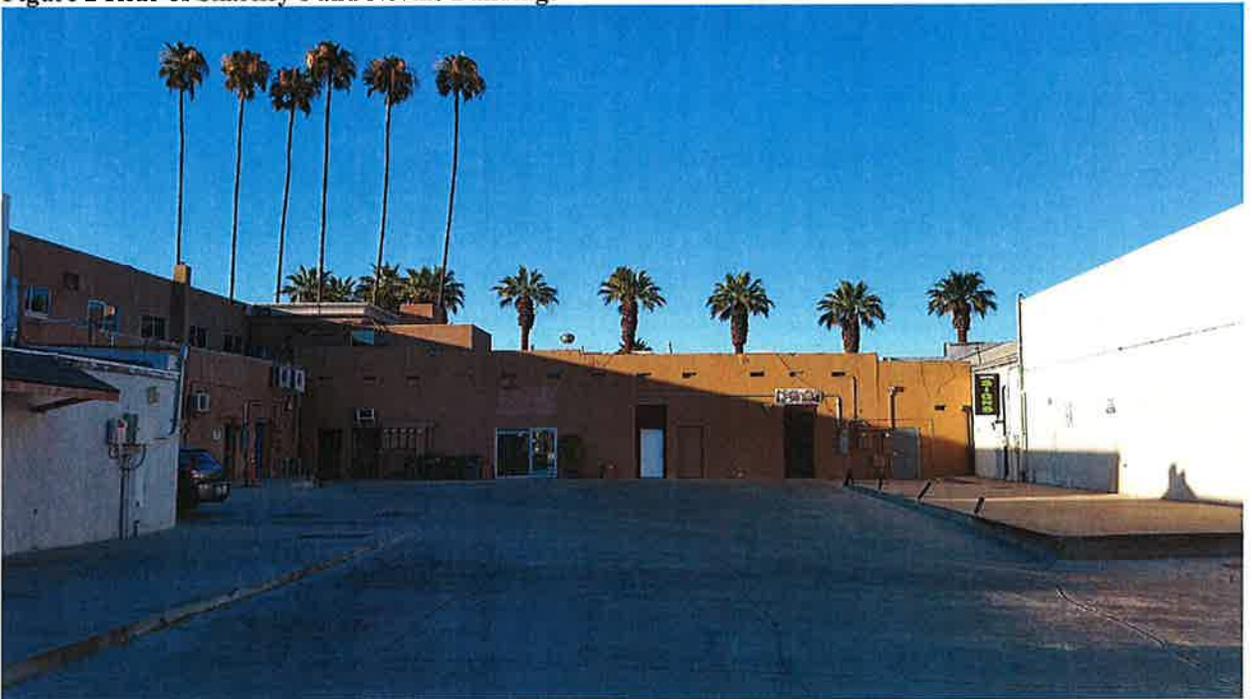


Figure 3 Rear of Sharky's Building



Figure 2 Golden Brush Signs – East Florida Ave.



**Figure 3 Finders Keepers Building – East Florida Ave.**



**Figure 4 Nevins Building**



**Figure 5 Hemet Depot – northwest corner of Florida Ave. and State Street.**



**Figure 6 Hemet Bank building on the northeast corner of E. Florida Ave. and N. Harvard St.**



**Figure 7 Front Street Parkway**



**Figure 8 Southeast corner of E. Florida Ave. and S. Harvard Street**



**Figure 9 Tri Buick building southwest corner of Florida Ave. and State Street**



**Figure 10 Front Street buildings**



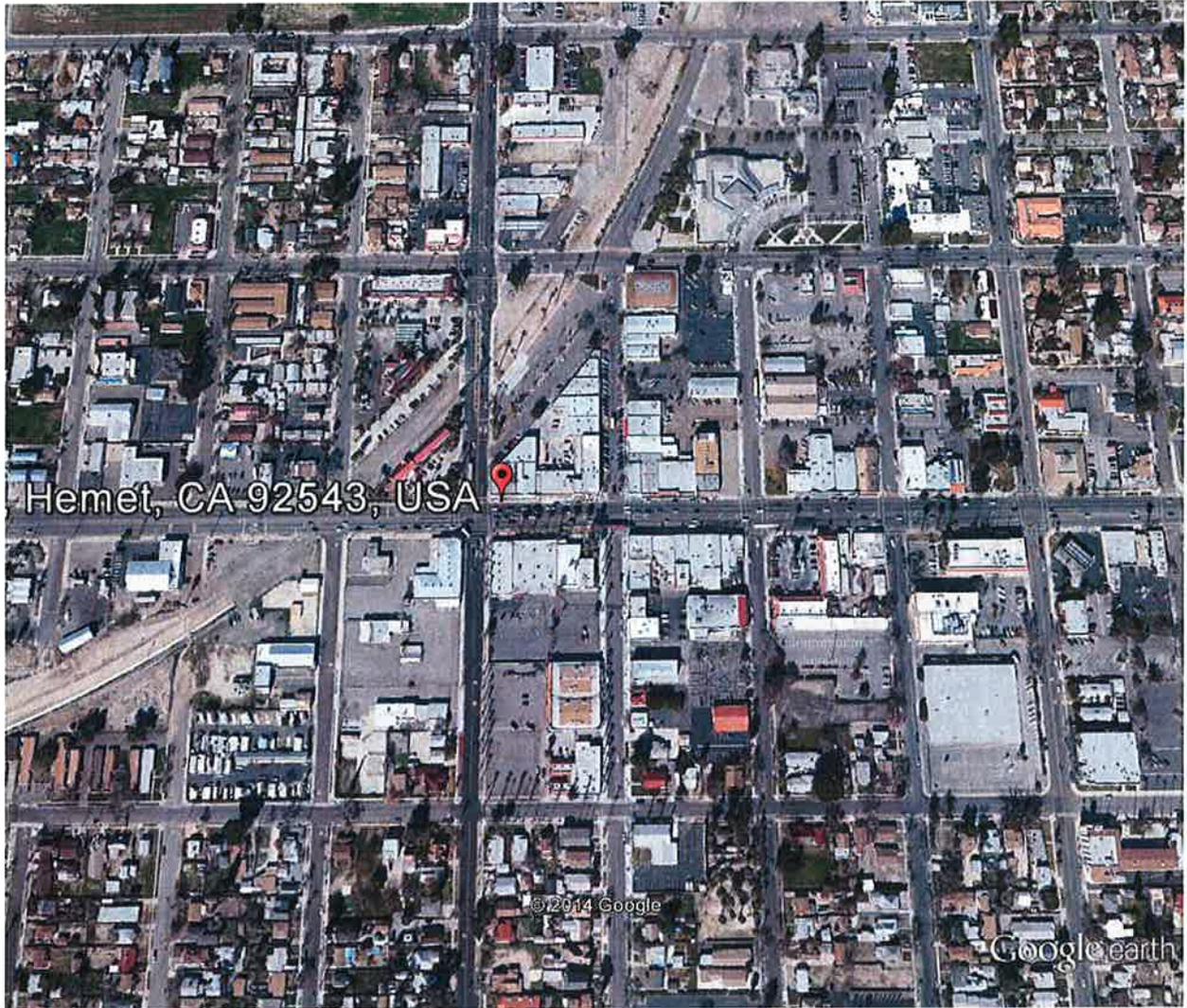
**Attachment  
No. 3  
Surrounding Zoning**

**City Council Meeting of  
November 18, 2014**

# Attachment No. 4

Aerial Photo

City Council Meeting of  
November 18, 2014



Aerial Photo



# AGENDA # 11

## 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: November 18, 2014

RE: **ZONING ORDINANCE AMENDMENT (ZOA) NO. 14-005 (Congregate Care Facilities)** A city-initiated action amending Chapter 90 (Zoning) of the Hemet Municipal Code to update and expand the definitions of certain types of congregate living facilities, and to establish their use in the Multiple Family Residential, Commercial, Downtown, and Institutional Zones.

### **RECOMMENDED ACTION:**

That the City Council:

1. *Introduce by title only, and waive further reading of **Ordinance Bill No. 14-071** approving Zoning Ordinance Amendment No. 14-005 as recommended by the Planning Commission*

### **BACKGROUND**

With the aging of the population nationwide, interest in congregate living facilities has increased over the past few years. New types of facilities are being proposed that offer a variety of living arrangements and residential options for seniors. Professional and governmental organizations are updating their terminology to accommodate the new trends. The proposed amendment is intended to keep Hemet current with standard industry practices by updating the City's definitions for congregate living facilities, and by designating the zones in which these newly defined facilities would be conditionally permitted. ZOA14-005 is particularly relevant at this time because congregate living facilities are not currently an allowable use in the commercial zones. Staff thinks this is an unintentional drafting error when the commercial zones were updated in 2008. "Homes for the Aged", "Rest Homes", and "Sanitariums" were previously allowed by conditional use permit in the commercial zones and there is no record of a zoning ordinance amendment removing them as an allowable use. However, to ensure the validity of the action of reincorporating the uses and to update the terminology, the proposed amendment includes the commercial zones.

### **DESCRIPTION OF PROPOSED ZONING ORDINANCE AMENDMENTS**

The proposed zone ordinance amendment provides an opportunity for the City to bring its definitions of health care, congregate care, and senior living facilities into conformity with the terms and usage of the State of California, professional organizations, and advocacy groups before the uses are reinstated into the zoning code. Within the past few years, new trends in residential care have resulted in new terminology and types of uses. ZOA14-005 keeps the City current with standard industry practices and vocabulary.

---

ZOA14-005 proposes updates to Sections 90-892 (Definitions), 90-383 (Permitted Uses – Multiple Family Zones), 90-892 (Permitted Uses – Commercial Zones), 90-932 (Permitted Uses – Downtown Zones), and 90-1212 (Conditionally Permitted Uses of the Institutional Zones) of Chapter 90 (Zoning) of the Hemet Municipal Code. The proposed amendments are summarized below. The proposed text and background documentation of the proposed amendments are attached to this staff report as Exhibit A1 (Definitions), Exhibit A2 (Permitted Uses – Multiple Family Zone), Exhibit A3 (Permitted Uses – Commercial Zones), Exhibit A4 (Permitted Uses – Downtown Zones), and Exhibit A5 (Conditionally Permitted Uses in the Institutional Zone) of the proposed Ordinance Bill No. 14-071.

**Exhibit A1: Section 90-4 (Definitions)**

ZOA14-005 proposes to amend Section 90-4 (Definitions) to:

1. Delete the following terms: Home for the Aged, Rest Home, and Sanitarium.
2. Add the following terms: Assisted Living Facility, Congregate Care Facility, Continuing Care Retirement Community, Skilled Nursing Facility, and Senior Housing.
3. Amend the following definitions: Boarding House, Convalescent Hospital, and Rooming House.

The proposed definitions are per industry standards and are shown in Exhibit A1.

**Exhibit A2: Section 90-383 (Permitted Uses – Multiple Family Zones)**

ZOA14-005 proposes allowing Continuing Care Retirement Communities and Skilled Nursing Facilities by conditional use permit in the R-2 (Low-Medium Density Residential), R-3 (Medium-High Density Residential), and R-4 (Very High Density) zones. Assisted Living Facilities are currently conditionally permitted in the R-2, R-3, and R-4 zones. Exhibit A2 shows the proposed amendments.

**Exhibit A3: Section 90-892 (Permitted Uses – Commercial Zones)**

ZOA14-005 proposes allowing Assisted Living Facilities and Skilled Nursing Facilities in the OP (Office Professional), C-1 (Neighborhood Commercial), and C-2 (General Commercial) zones by conditional use permit, and Continuing Care Retirement Communities in the OP and C-1 zones by conditional use permit. Exhibit A3 shows the proposed amendments.

**Exhibit A4: Section 90-932 (Permitted Uses – Downtown Zones)**

ZOA14-005 proposes allowing Assisted Living Facilities, Continuing Care Retirement Communities, and Skilled Nursing Facilities by conditional use permit in the D-2 (Medium Intensity) zone, and Senior Housing (multiple family) in the D-1 and D-2 zones by Conditional Use Permit. Exhibit A4 shows the proposed amendments.

**Exhibit A5: Section 90-1212 (Conditionally Permitted Uses in the Institutional Zone)**

ZOA14-005 proposes allowing Assisted Living Facilities, Continuing Care Retirement Communities, Skilled Nursing Facilities, Convalescent Hospitals, and similar institutions as conditionally permitted uses in the Institutional zone. Exhibit A5 shows the proposed amendments.

---

## **ANALYSIS**

ZOA14-005 updates definitions, corrects an inadvertent ordinance text error, and establishes the requirement for a conditional use permit for the proposed congregate living facilities. The conditional use permit process will ensure that the site development standards are appropriate for the location and the use. With the aging of the population in America, it is anticipated that the City may begin to receive applications for the construction of congregate living facilities. The proposed amendments establish appropriate definitions, locations, and permitting regulations for the facilities.

## **COORDINATION AND PUBLIC REVIEW**

On November 6, 2014, the City published a notice in the Valley Chronicle of the holding of a public hearing before City Council at which the amendments to the City's zoning ordinance would be considered. To date, staff has not received any public comments on the draft ordinance.

On October 21, 2014, the Planning Commission held a duly noticed public hearing regarding ZOA14-005 at which no comments were made or submitted for consideration.

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

ZOA14-005 recommends amendments to the Multiple Family Residential (R-3), Commercial (OP, C-1, C-2), Downtown (D-2), and Institutional (I) Zones, which correspond to the following General Plan land use designations: High Density Residential (HDR), Neighborhood Commercial (NC), Community Commercial (CC), Office Professional (OP), and Mixed Use (MU), respectively. The proposed zone amendments are consistent with the General Plan because they conditionally permit land uses that are appropriate for the General Plan land use designations to which they correspond.

## **CEQA REVIEW AND COMPLIANCE**

The City has analyzed this proposed project and has determined that it is exempt from the California Environmental Quality Act (CEQA) under section 1506(b)(3) of the CEQA Guidelines, which provides that CEQA only applies to projects that have the potential for causing a significant effect on the environment. Whereas here, it can be seen with certainty that there is no possibility that the activity in question may have a significant effect on the environment, the activity is not subject to CEQA. It does not relate to any physical project and will not result in any physical change to the environment. Additionally, the proposed land use designations were analyzed by the environmental impact report prepared for the comprehensive update to the Hemet General Plan and adopted in January 2012. Therefore, it can be seen with certainty that there is no possibility that this Ordinance may have a significant adverse effect on the environment, and therefore, the adoption of this Ordinance is exempt from CEQA pursuant to Section 15061(b)(3) of the CEQA Guidelines.

## **FISCAL IMPACT:**

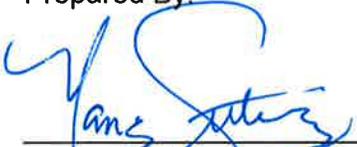
There is no direct fiscal impact resulting from the adoption of Ordinance Bill No. 14-071 and the implementation of ZOA14-005. The proposed ordinance was prepared by and will be implemented by Planning Division staff.

---

Respectively Submitted,

  
\_\_\_\_\_  
Deanna Elliano  
Community Development Director

Prepared By:

  
\_\_\_\_\_  
Nancy Gutierrez  
Project Planning Consultant

**ATTACHMENTS:**

1. City Council Ordinance Bill No. 14-071
  - Exhibit A1 Proposed modifications to Section 90-4 (Definitions)
  - Exhibit A2 Proposed modifications to Section 90-383 (Permitted Uses – Multiple Family Zones)
  - Exhibit A3 Proposed modifications to Section 90-892 (Permitted Uses – Commercial Zones)
  - Exhibit A4 Proposed modifications to Section 90-932 (Permitted Uses – Downtown Zones)
  - Exhibit A5 Proposed modifications to Section 90-1212 (Permitted Uses in the Institutional Zone)
2. Planning Commission Resolution No. 14-021 recommending the City Council approve City Council Ordinance Bill No. 14-071 adopting ZOA14-005 (without attachments).

# Attachment 1

Proposed City Council  
Ordinance Bill No. 14-071



1  
2  
3  
4 **CITY OF HEMET**  
5 **Hemet, California**  
6 **ORDINANCE BILL NO. 14-071**

7 **AN ORDINANCE OF THE CITY COUNCIL OF THE CITY OF**  
8 **HEMET CALIFORNIA AMENDING SECTION 90-4**  
9 **(DEFINITIONS), SECTION 90-383 (PERMITTED USES –**  
10 **MULTIPLE FAMILY ZONES), SECTION 90-892**  
11 **(PERMITTED USES – COMMERCIAL ZONES), SECTION**  
12 **90-932 (PERMITTED USES – DOWNTOWN ZONES) AND**  
13 **SECTION 90-1212 (PERMITTED USES – INSTITUTIONAL**  
14 **ZONE) OF CHAPTER 90 (ZONING) OF THE HEMET**  
15 **MUNCIPAL CODE TO UPDATE AND EXPAND THE**  
16 **DEFINITIONS FOR CERTAIN TYPES OF CONGREGATE**  
17 **LIVING FACILITIES AND TO ALLOW THOSE USES BY**  
18 **CONDITIONAL USE PERMIT IN SPECIFIED ZONES.**

19 **WHEREAS**, interest in congregate living facilities has increased over the past few  
20 years and new types of facilities are being proposed that offer a variety of living  
21 arrangements and residential options for seniors; and

22 **WHEREAS**, professional and governmental organizations are updating their  
23 terminology to accommodate the new trends; and

24 **WHEREAS**, the amendment updates the definitions and terminology for certain  
25 types of congregate living facilities to meet industry standards; and

26 **WHEREAS**, the amendment provides for the establishment of certain types of  
27 congregate living facilities by conditional use permit in specified zones; and

28 **WHEREAS**, approval of these zoning ordinance amendments will not  
detrimentally affect the health, safety, or welfare of residents of the City of Hemet; and

**WHEREAS**, on October 21, 2014, the Planning Commission was presented with  
a draft of this Ordinance Bill No. 14-071 and, after conducting a duly noticed public  
hearing, voted to recommend that the City Council approved Ordinance Bill No. 14-071

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

3 **SECTION 1: AMENDMENT OF CHAPTER 90**

4 Chapter 90 (Zoning) is to be amended as shown in Exhibit A1 (Definitions),  
5 Exhibit A2 (Permitted Uses – Multiple Family Zone), Exhibit A3 (Permitted Uses –  
6 Commercial Zones), Exhibit A4 (Permitted Uses – Downtown Zones), and Exhibit A5  
7 (Conditionally Permitted Uses in the Institutional Zone) of the proposed Ordinance Bill  
8 No. 14-071. hereto.

9 **SECTION 2: CEQA FINDINGS.**

10 This Ordinance is exempt from the California Environmental Quality Act (“CEQA”)  
11 under CEQA Guideline 15061(b)(3) because it can be said with certainty that there is no  
12 possibility the proposed Ordinance may have a significant effect on the environment.  
13 The proposed Ordinance does not relate to any physical project and will not result in any  
14 physical change to the environment. Additionally, the proposed land use designations  
15 were analyzed by the environmental impact report prepared for the comprehensive  
16 update to the Hemet General Plan and adopted in January 2012. Therefore, it can be  
17 seen with certainty that there is no possibility that this Ordinance may have a significant  
18 adverse effect on the environment and, therefore, the adoption of this Ordinance is  
19 exempt from CEQA pursuant to Section 15061(b)(3) of the CEQA Guidelines.

20 **SECTION 3: SEVERABILITY.**

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

**SECTION 4: EFFECTIVE DATE.**

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

**SECTION 5: PUBLICATION.**

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

**INTRODUCED** at the regular meeting of Hemet City Council on the 18<sup>th</sup> day of November, 2014.

**APPROVED AND ADOPTED** this 9th day of December, 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 Ordinance was introduced and first read on the 18<sup>th</sup> day of November, 2014, and had its second reading at the regular meeting of the Hemet City Council on the 9<sup>th</sup> day of December, 2014, and was passed by the following vote:

**AYES:**

**NOES:**

**ABSTAIN:**

**ABSENT:**

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

# Exhibit A1

Proposed Amendments to  
Section 90-4 (Definitions)

**ARTICLE I (IN GENERAL), Sec. 90-4. Definitions—Generally.**

The following words, terms and phrases, when used in this chapter, shall have the meanings ascribed to them in this section, except where the context clearly indicates a different meaning. Words, terms and phrases, which are not defined herein, shall be as defined in a dictionary of common use, such as Webster's.

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**Note: No other section in this article is affected by ZOA14-005.**

*Assisted living facility* means a facility for more than six individuals offering assistance with basic activities of daily living such as bathing, grooming, and dressing. Assisted living facilities may offer medication assistance and/or reminders, but differ from a skilled nursing facility in that they do not offer complex medical services. The term "assisted living facility" shall include long-term care facility, rest home, memory support facility, or residential care facility for the elderly.

*Boarding house and lodging house* shall mean a residence or dwelling, other than a hotel, wherein a room or rooms, with or without individual or group cooking facilities, are rented, leased or subleased under two or more separate written or oral rental agreements, leases or subleases, whether or not the owner, agent or rental manager resides within the dwelling unit. A boarding house or lodging house is subject to the provisions of Article X, Division 1 (Boarding Houses and Group Homes) in this chapter.

*Congregate Care Facility* means the same as "Assisted Living Facility."

*Continuing Care Retirement Community* means a facility regulated by the State of California that provides a combination of independent living, assisted living, and skilled nursing services for senior citizens at one location for the duration of a resident's life generally under the terms of a lifetime contract.

*Convalescent hospital or nursing home* means the same as "Skilled Nursing Facility." ~~an institution rendering extended care, nursing, dietary and other personal services to convalescents, invalids or aged persons, in which surgery is not performed and primary treatment such as is customarily given in general hospitals is not provided. The term "convalescent hospital" shall include nursing homes, convalescent homes, rest homes and sanitariums.~~

*Home for the aged* means ~~an institutional facility for the lodging and care of ambulatory senior citizens, and offering or providing lodging, meals, dietary service or other personal services, but not including care or treatment of persons with addictions or contagious or communicable diseases, insanity, or surgery, physical therapy, full-time~~

~~nursing care or similar activities customarily provided in a hospital, skilled nursing facility or convalescent hospital.~~

~~Rest home means the same as the term "convalescent hospital."~~

~~Rooming house means the same as the term "boarding house" and is subject to the provisions of Article X, Division 1 (Boarding Houses and Group Homes) in this chapter.~~

~~Sanitarium means the same as the term "convalescent hospital"~~

~~Senior housing means an independent living facility, complex, mobile home park or subdivision that serves persons 55 years or older as provided in Article XXXI of this chapter.~~

~~Skilled Nursing Facility means a facility that offers 24-hour medical care provided by nurses and physicians. Skilled nursing facilities may care for frail residents totally dependent on nursing care. The term "skilled nursing facility" shall include convalescent hospital, nursing home, and hospice facility.~~

~~Small licensed residential care facility is defined as provided in section 90-262 of this chapter.~~

# Exhibit A2

Proposed Amendments to  
Section 90-383  
(Permitted Uses – Multiple  
Family Zones)

**Sec. 90-383. Permitted uses.**

In the R-2, R-3 and R-4 zones, permitted and conditionally permitted uses shall be as listed within the Land Use Matrix.

**Note: No other section in this article is affected by ZOA14-005.**

MULTIPLE-FAMILY RESIDENTIAL LAND USE MATRIX					
X=Not Permitted Use P=Permitted Use C=Conditionally Permitted Use (CUP)					
A=Administrative Use (AUP) SGHP=Small Group Home Permit					
	ZONE			REFERENCE	
	R-2	R-3	R-4	Additional or explanatory regulations or requirements	
<b>A.</b>	<b>Residential Uses</b>				
1.	Accessory Dwelling Unit	P	P	P	
2.	Mobile Home Parks	C	X	X	Article XX and Title 25 of the California Government Code
3.	Multifamily housing, including duplexes, condominiums, apartments, or similar residential units*				
	a. Senior housing (independent)	P	P	P	90-4, 90-387 and 90-1081
	b. Two family dwellings	P	P	X	
	c. Multiple-family dwellings	P	P	P	
4.	Single-family detached condominiums	P	P	X	
5.	Single-family homes	P	P	X	
<b>B.</b>	<b>Residential—Other</b>				
1.	Home occupations	P	P	P	90-72
2.	Animal keeping	P	P	P	90-77
3.	Residential	P	P	P	90-386

	accessory uses and structures				
<b>C. Care Uses</b>					
1.	Assisted living facility	C	C	C	90-4
2.	Boarding houses <del>congregate care facilities</del>	C	C	X	90-261 90-4
3.	Continuing Care Retirement Communities	C	C	C	90-4
3.4	Child or adult day care facility	C	C	C	
4.5	Group homes and small licensed care facilities				
	a. Small, licensed residential care facilities	P	P	X	Article X
	b. Large group homes (10 or fewer occupants)	A	A	X	Article X
	c. Large group homes (11 or more occupants)	C	C	X	Article X
	d. Small group home	SGHP	SGHP	X	Article X
6.	Skilled Nursing Facility	X	C	C	90-4

# Exhibit A3

Proposed Amendments to  
Section 90-892  
(Permitted Uses –  
Commercial Zones)

**Sec. 90-892. Permitted uses.**

In the R-P, O-P, C-1, C-2 and C-M zones, permitted and conditionally permitted uses shall be as listed within the "Land Use Matrix." Whenever a business is conducted, a city business license is required pursuant to chapter 18.

**Note: No other section in this article is affected by ZOA14-005.**

COMMERCIAL LAND USE MATRIX						
P=Permitted Use    A=Administrative Use (AUP)    C=Conditionally Permitted Use (CUP)						
		R-P	O-P	C-1	C-2	C-M
<b>A.</b>	<b>Agricultural Uses</b>					
1.	Kennel for dogs and/or cats (in accordance with special regulations listed in section 90-78)					
	a. As an accessory use (indoor)	X	X	P	P	P
	b. As an accessory use (outdoor)	X	X	A	A	A
	c. As a primary use (indoor or outdoor)	X	X	C	C	C
2.	Nursery					
	a. Wholesale	C	C	C	C	C
	b. Retail	P	P	P	P	P
	c. Retail—Indoor only	X	X	X	X	X
<b>B.</b>	<b>Residential Uses</b>					
1.	Assisted living facility	X	C	C	C	X
4.2	Bed and breakfast	A	A	A	A	X
3.	Continuing Care Retirement Community	X	C	C	X	X
2.4	Day care facility serving more than six clients	P	P	P	P	P
3-5	Group homes and small licensed residential care facilities (see <a href="#">section 90-261 et seq.</a> )					
	a. Small licensed residential care facility	P	X	X	X	X
	b. Large group home (10 or fewer residents)	C	C	X	X	X
	c. Large group home (11 or more residents)	C	C	X	X	X
	d. Small group home	A	C	X	X	X
4.6	Emergency shelter subject to the requirements of article X, division 4. Existing shelter in C-1 zone pursuant to section 90-303(b)	X	X	P	X	CUP

COMMERCIAL LAND USE MATRIX						
P=Permitted Use    A=Administrative Use (AUP)    C=Conditionally Permitted Use (CUP)						
		R-P	O-P	C-1	C-2	C-M
5.7	Home occupation in an existing single-family home subject to the requirements of section 90-72	P	P	P	P	P
6.8	Household pets in an existing single-family home, including, but not limited to, dogs, pot belly pigs, and cats when on the site of an existing residential unit subject to the requirements of section 90-77	P	P	P	P	P
7.9	Mixed use, an integrated mix of residential and nonresidential uses on a single site	X	X	C	C	X
8.10	Mobile home park, recreational vehicle park, or travel trailer park	X	X	X	X	C
9.11	Multiple-family residence subject to the requirements of the R-3 zone development standards	C	X	X	X	X
10.12	Rented room, a maximum of one room, within an existing single-family dwelling	P	P	P	P	P
11.13	Single-family residence (existing only), including manufactured housing, prefabricated housing, and mobile homes built after 1986 when installed on permanent foundations and subject to the requirements of subsection 90-315(a)	P	P	P	P	P
14.	Skilled nursing facility	X	C	C	C	X

# Exhibit A4

Proposed Amendments to  
Section 90-932  
(Permitted Uses –  
Downtown Zones)

**Sec. 90-932. Permitted and conditionally permitted uses.**

In the D-1 and D-2 zones, permitted and conditionally permitted uses shall be as listed within the following "land use matrix." Land uses allowed subject to an administrative approval are shown as "A" in the table below. Uses which are not permitted in the zone are shown as NP. All other uses not specifically listed in the table below shall be interpreted to not be allowed, unless a similar use determination is made by the director pursuant to section 90-3 of the HMC Whenever a business is conducted, a city business license is required pursuant to chapter 18 of the HMC and a certificate of occupancy is required for all uses pursuant to Section 309 of the Uniform Administrative Code.

**Note: No other section in this article is affected by ZOA14-005.**

DOWNTOWN LAND USE MATRIX			
P = Permitted Use			
A = Administrative Use Permit			
C = Conditionally Permitted Use			
NP = Not Permitted			
ZONE		D-1	D-2
<b>A.</b>	<b>Residential Uses</b>		
1.	Assisted living facility as defined in section 90-4	X	C
<del>4.2</del>	Bed and breakfast	A	A
3.	Continuing care retirement community as defined in section 90-4	X	C
2.4	Home occupation in an existing single-family home subject to the requirements of section 90-72	P	P
<del>3.5</del>	Household pets in an existing single-family home, including, but not limited to, dogs and cats when on the site of an existing residential unit subject to the requirements of section 90-77	P	P
4.6	Mixed use, an integrated mix of residential and nonresidential uses on a single site, including, but not limited to, retail, professional offices, service commercial, restaurants, residential uses on the second floor over office or commercial uses	C	C
5.7	Multiple-family residence subject to the requirements of the R-3 zone development standards	C	C
8.	Multiple family senior housing subject to the requirements of the R-3 zone development standards and Article XXXI	C	C
9.	Skilled nursing facility as defined in section 90-4.	X	C
<del>6.10</del>	Single-family residential structures constructed prior to April 20, 2001, pursuant to section 90-936	P	P
<b>B.</b>	<b>Commercial Uses</b>		
1.	Adult business as defined in section 90-18	X	X
2.	Alcohol sales		
	a. In conjunction with an exempt land use per section 90-90(e)	P	P
	b. All other on-sale and off-sale alcohol sales	C	C

# Exhibit A5

Proposed Amendments to  
Section 90-1212  
(Permitted Uses in the  
Institutional Zone)

**Sec. 90-1212. Uses permitted by conditional use permit.**

The following uses shall be permitted in the institutional zone subject to review as prescribed in section 90-1221:

- (1) Arboretums.
- (2) Airports.
- (3) Colleges.
- (4) Convention and exhibition centers.
- (5) Public golf courses.
- (6) Cultural centers.
- (7) Fairgrounds.
- (8) Fire stations.
- (9) Flood control facilities.
- (10) Government offices.
- (11) Historic landmarks, memorials and monuments.
- (12) Hospitals.
- (13) Libraries.
- (14) Museums.
- (15) Parking areas.
- (16) Parks and playgrounds.
- (17) Police stations.
- (18) Public schools.
- (19) Sewage treatment plants.
- (20) Water tanks, water wells, water pump stations and water treatment plants.
- (21) Senior residential uses, **assisted living facilities, continuing care retirement communities, skilled nursing facilities, convalescent hospitals, ~~rest homes, nursing homes, sanitariums, homes for the aged, centers for emotionally or physically handicapped persons~~** and similar institutions

*(Ord. No. 1138; Ord. No. 1203; Ord. No. 1224; Code 1984, § 24101)*

# Attachment 2

Planning Commission  
Resolution No. 14-021  
(without attachments)



**CITY OF HEMET  
Hemet, California**

**PLANNING COMMISSION  
RESOLUTION NO. 14-021**

**A RESOLUTION OF THE PLANNING COMMISSION OF THE CITY OF HEMET, CALIFORNIA, RECOMMENDING THAT THE CITY COUNCIL ADOPT ZONING ORDINANCE AMENDMENT NO. 14-005, AN ORDINANCE AMENDING SECTION 90-4 (DEFINITIONS), SECTION 90-383 (PERMITTED USES – MULTIPLE FAMILY ZONES), SECTION 90-892 (PERMITTED USES – COMMERCIAL ZONES), SECTION 90-932 (PERMITTED USES – DOWNTOWN ZONES) AND SECTION 90-1212 (PERMITTED USES – INSTITUTIONAL ZONE) OF CHAPTER 90 (ZONING) OF THE HEMET MUNICIPAL CODE TO UPDATE AND EXPAND THE DEFINITIONS FOR CERTAIN TYPES OF CONGREGATE LIVING FACILITIES AND TO ALLOW THOSE USES BY CONDITIONAL USE PERMIT IN SPECIFIED ZONES.**

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

**WHEREAS**, on October 9, 2014, the City gave public notice by publishing notice in the Valley Chronicle of the holding of a public hearing at which the amendment to the City's zoning ordinances would be considered; and

**WHEREAS**, on October 21, 2014 the Planning Commission held the noticed public hearing at which interested persons had an opportunity to testify in support of, or opposition to, the proposed amendment to the City's zoning ordinance and at which time the Planning Commission considered the proposed amendment to the City's zoning ordinance; and

**WHEREAS**, the City has analyzed this proposed project and has determined that it is exempt from the California Environmental Quality Act ("CEQA") under section 15061(b)(3) of the CEQA Guidelines because it can be seen with certainty that there is no possibility that the activity in question may have a significant effect of the environment; and

1           **WHEREAS**, attached as Exhibit "A" is the proposed Ordinance Bill No. 14-071;  
2 and

3  
4           **NOW, THEREFORE**, the Planning Commission of the City of Hemet does  
5 Resolve, Determine, Find and Order as follows:  
6

7           **SECTION 1: ENVIRONMENTAL FINDINGS**  
8

9           The Planning Commission, in light of the whole record before it, including but not limited  
10 to, the City's Local CEQA Guidelines and Thresholds of Significance, the direction of  
11 the Planning Commission at its meeting on October 21, 2014 and documents  
12 incorporated therein by reference, and any other evidence (within the meaning of Public  
13 Resources Code Sections 21080(e) and 21082.2) within the record or provided at the  
14 public hearing of this matter, hereby finds and determines as follows:  
15

- 16 1.       **CEQA:** The City has analyzed this proposed project and has determined that it is  
17 exempt from the California Environmental Quality Act ("CEQA") under section  
18 15061(b)(3) of the CEQA Guidelines which provides that CEQA only applies to  
19 projects that have the potential for causing a significant effect on the  
20 environment. Where, as here, it can be seen with certainty that there is no  
21 possibility that the activity in question may have a significant effect on the  
22 environment, the activity is not subject to CEQA. The amendments proposed by  
23 this Ordinance do not relate to any physical project and will not result in any  
24 physical change to the environment. Additionally, the proposed land use  
25 designations were analyzed by the environmental impact report prepared for the  
26 comprehensive update to the Hemet General Plan and adopted in January 2012.  
27 Therefore, it can be seen with certainty that there is no possibility that this  
28 Ordinance may have a significant adverse effect on the environment, and  
29 therefore the adoption of this Ordinance is exempt from CEQA pursuant to  
30 Section 15061(b)(3) of the CEQA Guidelines.  
31

32           **SECTION 2: ZONING ORDINANCE AMENDMENT FINDINGS**  
33

34 Pursuant to Hemet Municipal Code Section 90-41.5(a), the Planning Commission  
35 makes the following findings with respect to this zoning ordinance amendment:  
36

- 37 1.       *The zoning ordinance amendment is in conformance with the latest adopted*  
38 *general plan for the City.*  
39

40           The zoning ordinance amendment is in conformance with the latest adopted  
41 general plan for the City because it permits land uses that are appropriate for the  
42 General Plan land use designations to which they correspond. This Ordinance  
43 conforms with Goal LU-1 of the Hemet General Plan to achieve a balanced and  
44 sustainable pattern of land uses, community services, and amenities that provide  
45 for the needs of the City's residents and businesses and enhance the overall  
46 quality of life in the community.

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2. *The zoning ordinance amendment will protect the public health, safety and welfare.*

The zoning ordinance amendment protects the public health, safety and welfare by establishing and updating zoning requirements that strength the City's economic growth potential while protecting residential neighborhoods by avoiding land use conflicts and providing for compatible development.

**SECTION 3: PLANNING COMMISSION ACTIONS**

The Planning Commission hereby takes the following actions:

1. The Planning Commission approves Resolution Bill No. 14-025 recommending that the City Council adopt the proposed Ordinance which is attached hereto and incorporated herein by reference as Exhibit "A."

**PASSED, APPROVED AND ADOPTED** this 21<sup>st</sup> day of October, 2014, by the following vote:

- AYES: Chairman John Gifford, Commissioner Michael Perciful, Commissioner Vince Overmyer, Commissioner Rick Crimeni
- NOES: None
- ABSTAIN: None
- ABSENT: Vice Chairman Greg Vasquez

  
 \_\_\_\_\_  
 John Gifford, Chairman  
 Hemet Planning Commission

ATTEST:

  
 \_\_\_\_\_  
 Melissa Couden, Records Secretary  
 Hemet Planning Commission



## Staff Report

TO: Honorable Mayor and Members of the Hemet City Council  
FROM: Wally Hill, City Manager *Wally Hill*  
DATE: November 18, 2014  
RE: Appointment of Replacement for the Unexpired Term on the Riverside County Board of Supervisors, District #3.

### **RECOMMENDED ACTION:**

That the City Council consider approval of a letter to the Governor supporting the appointment of Ms. Rose Salgado to fill the unexpired term for Riverside County Board of Supervisors, District #3.

### **BACKGROUND:**

Riverside County District 3 Supervisor Jeff Stone was the presumptive winner of the California State Senate 28<sup>th</sup> District election on November 4, 2014. His assumption of that office will leave an unexpired term on the Riverside County Board of Supervisors. Governor Jerry Brown will make the decision on the individual to replace Mr. Stone as the District #3 Supervisor on the Riverside County Board of Supervisors.

Council member Krupa is requesting that the Council consider approval of a letter to the Governor supporting the appointment of Ms. Rose Salgado to fill the unexpired term of the District #3 Supervisor on the Riverside County Board of Supervisors. A draft letter of support is attached, along with the resume and biography of Rose Salgado.

### **ANALYSIS:**

Ms. Salgado has a long history of community involvement and public service in the region and City of Hemet, and currently serves on the boards of the San Jacinto Unified School District, Valley Wide Recreation & Park District, Menifee Valley Chamber of Commerce, Western Science Center, Soboba Tribal Council, and the Community Foundation serving Riverside and San Bernardino counties. Her appointment would be expected to provide sensitivity and strong advocacy for issues of concern to the City of Hemet on the Riverside County Board of Supervisors.

### **FISCAL IMPACT:**

None.

Respectfully submitted,



Wally Hill  
City Manager

Attachment(s): 1) Draft letter of support to Governor Jerry Brown for the appointment of Rose Salgado  
2) Resume of Rose Salgado  
3) Biography of Rose Salgado

**ROSE SALGADO**

43568 Castile Canyon Road/P.O. Box 1092, San Jacinto, CA 92581

rsalgado@soboba-nsn.gov

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**PERSONAL**

Lifetime resident of Riverside County

Native American and Hispanic descent

Daughter of a WWII veteran/construction worker and a nurse

Mother of one daughter and grandmother of four

**EDUCATION/CAREER**

Graduated from San Jacinto High School in 1974

Attended University of California, Riverside

Southern California Edison, 1980-2007 (retired)

**COMMUNITY/CIVIC EXPERIENCE**

Elected San Jacinto Unified School District Board of Trustees, 1990-1994

San Jacinto Chamber of Commerce, 1994-1995

Ramona Bowl Amphitheater Board of Directors secretary and president during 1998-2008 for  
“Ramona: California’s Official Outdoor Play”

Soboba Tribal Council, 1999-present, serving as secretary and vice-chair (current position)

Soboba Foundation, 2011-present

Hemet/San Jacinto Valley Chamber of Commerce as Executive Committee member and  
secretary during 2002-2010

Western Science Center Board of Directors, 2010-present

Re-elected to San Jacinto Unified School District Board of Trustees, 2010-2016

Elected Valley Wide Recreation & Park District Board of Directors, 2012-2016, secretary

The Community Foundation Serving Riverside and San Bernardino Counties, 2012-present

Menifee Valley Chamber of Commerce, serving on Executive Board and as secretary, 2013-  
present

**AWARDS/HONORS**

Woman of the Year, Hemet/San Jacinto Valley Chamber of Commerce, 2008

Distinguished Woman Award, Inland Empire Magazine, 2009

Outstanding Community Member of the Year, Mt. San Jacinto College Foundation, 2012

Woman of Distinction, State Senator Mike Morrell 23rd District, 2014

**PERSONAL STATEMENT**

I have devoted much of my time to volunteerism. I am dedicated to serving the Soboba Band of  
Luiseño Indians and my community by being effectively involved and bringing awareness to  
both. I take full advantage of any opportunity to help others in whatever ways I can.

## ROSE SALGADO biography 2014

Rose Salgado was born and raised at the Soboba Reservation. As a lifelong Riverside County resident she has always taken an active interest in her community and those that surround it. She has devoted much of her time to volunteerism after retiring from a 27-year career with Southern California Edison in order to devote more time and energy to civic involvements.

Rose currently serves on the Board of Directors for The Community Foundation Serving Riverside and San Bernardino Counties, Menifee Valley Chamber of Commerce, Soboba Foundation, Valley-Wide Regional Park District, the Western Science Center and the San Jacinto Unified School District Board. Rose is currently vice-chair for the Soboba Band of Luiseño Indians Tribal Council. She has also served on the board of directors for other community organizations, including, San Jacinto Chamber of Commerce, Ramona Bowl Amphitheater, San Jacinto Education Foundation and Hemet/San Jacinto Valley Chamber of Commerce. During her four years on the Riverside-San Bernardino Indian Health Board of Directors, she was instrumental in placing the Soboba Clinic at its current site in San Jacinto.

Rose enjoys reading non-fiction books and spending time with her friends and family, which includes a daughter and four grandchildren. She is dedicated to serving the Tribe and the community by being effectively involved and bringing awareness to both.

She has been recognized for her commitment to her community with several awards. In 2008 she was named Woman of the Year by the Hemet/San Jacinto Valley Chamber of Commerce and the following year she received the Distinguished Woman Award from "Inland Empire" magazine. Mt. San Jacinto Community College Foundation honored Rose as Outstanding Community Member of the Year in 2012 and State Senator Mike Morrell, 23<sup>rd</sup> District, named her a Woman of Distinction in 2014.



# City of Hemet

From the Office of the City Manager  
*Wally Hill*

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445 EAST FLORIDA AVENUE · HEMET, CALIFORNIA 92543 · (951) 765-2301

November 18, 2014

The Honorable Jerry Brown  
Governor of the State of California  
State Capitol  
Suite 1173  
Sacramento, CA 95814

**Letter of Support for Rose Salgado as Gubernatorial Appointment to Riverside  
County Board of Supervisors-District 3**

Dear Governor Brown:

The City of Hemet writes to indicate our strongest support for the appointment of Rose Salgado as the gubernatorial appointment to Board of Supervisor for the County of Riverside, District 3. Rose Salgado was born and raised on the Soboba Reservation. As a lifelong Riverside County resident she has always taken an active interest in her community and those that surround it. Ms. Salgado has devoted much of her time to volunteerism after retiring from a 27-year career with Southern California Edison in order to devote more time and energy to civic involvements.

Ms. Salgado has been recognized for her commitment to her community with several awards. In 2008, she was named "Woman of the Year" by the Hemet/San Jacinto Valley Chamber of Commerce and in 2009 she received the "Distinguished Woman Award from" Inland Empire Magazine. Mt. San Jacinto Community College Foundation honored Ms. Salgado as "Outstanding Community Member of the Year" in 2012.

Ms. Salgado currently serves on the Board of Directors for The Community Foundation Serving Riverside and San Bernardino Counties, Menifee Valley Chamber of Commerce, Soboba Foundation, Valley-Wide Regional Park District, the Western Science Center and the San Jacinto Unified School District Board. She is Vice-Chair for the Soboba Band of Luiseño Indians Tribal Council. She has also served on the board of directors for other community organizations, including, San Jacinto Chamber of Commerce, Ramona Bowl Amphitheater, San Jacinto Education Foundation and Hemet/San Jacinto Valley Chamber of Commerce. During her four years on the Riverside-San Bernardino Indian Health Board of Directors, she was instrumental in placing the Soboba Clinic at its current site in San Jacinto.

Governor Brown  
Page 2  
November 18, 2014

Ms. Salgado has shown her dedication to serving the Tribe and the community by being effectively involved and bringing awareness to both. Her continued dedication and involvement is proven and the caveat to the Hemet City Council supporting Rose Salgado as the next Riverside County Board of Supervisors-District 3.

Should you have any questions, do not hesitate to contact us at 951-765-2301.

Thank you for your ongoing leadership,

Wally Hill  
City Manager

WH/ka