



AGENDA

REGULAR MEETING OF THE HEMET CITY COUNCIL

December 8, 2015

4:00 p.m.

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

www.cityofhemet.org

Please silence all cell phones

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

Call to Order

Roll Call

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

Closed Session

Notice of Opportunity for Public Comment

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

1. Public Employee Appointment
Pursuant to Government Code section 54957
Title: *City Manager*
-

REGULAR SESSION

7:00 p.m.

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

Call to Order

Roll Call

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

Invocation

Pledge of Allegiance

City Attorney Closed Session Report

2. Public Employee Appointment
Pursuant to Government Code section 54957
Title: *City Manager*
-

Presentation

3. Presentation to Mayor Krupa
-

Council Reorganization

4. City Clerk to Call for Nominations for the Office of Mayor
 5. Mayor to Call for Nominations for the Office of Mayor Pro Tem
-

Brief Recess

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

6. **Approval of Minutes** – November 3, 2015
7. **Approval of Minutes** – November 10, 2015
8. **Receive and File** – Warrant Register
 - a. Warrant registers dated November 4, 2015 in the amount of \$2,006,116.90 and November 12, 2015 in the amount of \$1,257,763.79. Payroll for the period of October 26, 2015 to November 8, 2015 was \$592,629.46.
9. **Receive and File** – Investment Portfolio as of October 2015
10. **Recommendation by Police** – 2015 State Homeland Security Program (SHSP) Grant for Purchase of Interoperable Handheld Radios
 - a. Accept the 2015 State Homeland Security Program Grant in the amount of \$78,267; and

- b. Approve the grant-funded purchase of thirteen (13) Harris handheld radios from vendor, Harris Corporation in the amount of \$79,272.65; and
 - c. Authorize the City Manager to approve the purchase requisition in the amount of \$79,272.65; and
 - d. Authorize the finance department to establish an expenditure account and budget in the amount of \$78,267.
11. **Recommendation by Community Development** – Third Amendment to the Consultant Services Agreement with Moore Iacofano Goltsman, Inc. for Contract Planning Services
- a. Approve the Third Amendment to the Consultant Services Agreement between the City of Hemet and Moore Iacofano Goltsman, Inc. (MIG), maintaining the original contract pricing and extending the term of the Agreement to June 30, 2016, and expanding the scope of services and compensation by an additional \$45,000 for a total not to exceed contract amount of \$165,000; and
 - b. Authorize the Interim City Manager to execute the Third Amendment to the Agreement with MIG, Inc. with funding allocated under the existing FY 15-16 Planning Division budget and associated developer deposits.
12. **Recommendation by Community Development** – Third Amendment to the Consultant Services Agreement for BMLA, Inc. for Contract Planning Services
- a. Approve the Third Amendment to the Consultant Services Agreement between the City of Hemet and BMLA, Inc., maintaining the original contract pricing and extending the term of the Agreement to June 30, 2016, and updating the scope of services; and
 - b. Authorize the Interim City Manager to execute the Third Amendment to the Agreement with BMLA, Inc.
13. **Recommendation by Community Development** – Agreement for Services with BMLA, Inc. for Contract Planning assistance regarding the Hemet Downtown Specific Plan Project
- a. Approve the Consultant Services Agreement between the City of Hemet and BMLA, Inc., for a not-to-exceed amount of \$55,000, and establish the contract term ending June 30, 2016; and
 - b. Authorize the Interim City Manager to execute the Agreement with BMLA, Inc., and appropriate the funding from the Downtown Specific Plan (Account #120-1700-2706) approved in the FY 15-16 Planning Division Budget.
14. **Recommendation by Community Development** – Agreement for Services between the City of Hemet and Disability Access Consultants
- a. Approve the Agreement for Services between the City of Hemet and Disability Access Consultants for preparation of an Americans with Disabilities Act (ADA) Self-Evaluation and Transition Plan; and
 - b. Authorize the Interim City Manager to execute the agreement with Disability Access Consultants in the amount of \$69,850 in accordance with the funding allocated in the City’s approved FY 15-16 Capital Improvement Plan (CIP) for this purpose.

15. **Recommendation by IT** – Renewal of annual support and maintenance for Tyler Technologies Eden ERP Financial Software
 - a. Approve the annual support and maintenance for continued use of the Tyler Technologies Eden ERP Financial Software in the amount of \$55,984.60; and
 - b. Authorize the City Manager to approve purchase orders in support of this purchase.
-

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 your 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.

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.

16. **2016-2017 Housing and Community Development Needs** – CDBG Coordinator Callahan
 - a. Conduct a public hearing to elicit comments of citizens, public agencies, and other interested parties regarding community needs and priorities; and
 - b. Receive and consider all comments for incorporation in the City of Hemet 2016-2017 Annual Action Plan draft; and
 - c. Appoint two Council Members to the 2016/17 CDBG application selection and funding recommendations ad hoc committee.

17. **Zoning Ordinance Amendment (ZOA) No. 15-006** – Community Development Director Elliano
- a. Introduce, ready by title only and waive further reading on an ordinance amending portions of Hemet Municipal Code Chapter 90 (Zoning) to establish regulations for metal shipping containers for storage in the commercial and industrial zoned properties as recommended by the Planning Commission **Ordinance Bill No. 15-021**; and
 - b. Adopt a resolution establishing a permit fee of \$388.00 for the review and permitting of permanent Metal Storage Containers in accordance with the standards in the ordinance **Resolution Bill No. 15-060**; and
 - c. Direct staff to file a Notice of Exemption for the ordinance with the County Clerk in accordance with CEQA Guidelines.
18. **Zoning Ordinance Amendment (ZOA) No. 15-011** – Community Development Director Elliano
- a. Introduce, read by title only and waive further reading of an ordinance amending Hemet Municipal Code Section 90-79 regrading medical marijuana facilities as recommended by the Planning Commission; and
 - b. Direct staff to file a Notice of Exemption for the ordinance with the County Clerk in accordance with CEQA Guidelines. **Ordinance Bill No. 15-059**

Discussion/Action Item

19. **Update Public Works Contracting Provisions of Hemet Municipal Code** – Deputy City Manager/Administrative Services Director Hurst
- a. Introduce, read by title only and waive further reading of an ordinance amending sections 2-357 and 2-358 of the Hemet Municipal Code regarding bidding procedures for public projects. **Ordinance Bill No. 15-061**

City Council Reports

20. CITY COUNCIL REPORTS AND COMMENTS
- A. Council Member Milne
 1. Riverside County Habitat Conservation Agency (RCHCA)
 2. Riverside Conservation Authority (RCA)
 3. Disaster Planning Commission
 - B. Council Member Raver
 1. Planning Commission
 2. Traffic and Parking Commission
 3. Riverside Transit Agency (RTA)
 4. Riverside County Transportation Commission (RCTC)
 5. Watermaster Board
 - C. Council Member Youssef
 - D. Council Member Wright
 1. Park Commission

2. Riverside County Habitat Conservation Agency (RCHCA)
 3. Ramona Bowl Association
 4. League of California Cities
 5. Western Riverside Council of Governments (WRCOG)
- E. Council Member Krupa
1. Riverside Conservation Authority (RCA)
 2. Ramona Bowl Association
 3. Riverside Transit Agency (RTA)
 4. Watermaster Board
 5. Library Board
 6. League of California Cities
 7. Riverside County Transportation Commission (RCTC)
 8. Western Riverside Council of Governments (WRCOG)
- F. Ad-Hoc Committee Reports
1. Diamond Valley Lake Recreation Ad-Hoc Committee (January 27, 2015)
 2. Public Safety Ballot Measure Ad-Hoc Committee (January 27, 2015)
 3. Ad-Hoc Committee to Explore Revenue Options (May 26, 2015)
 4. Grant Ad-Hoc Committee (June 23, 2015)
- G. Interim City Manager Thornhill
1. Manager's Reports
 2. Update on the Potato Shed

Recessed to the Housing Authority

Continued Closed Session

City Attorney Continued Closed Session Report

Future Agenda Items

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

Adjournment

Adjourn to Tuesday, January 12, 2016 at 7:00 p.m. for consideration of items placed on that agenda. The next regular meeting will be held January 26, 2016.

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.



#6

MINUTES

SPECIAL JOINT MEETING OF THE HEMET CITY COUNCIL AND HEMET PLANNING COMMISSION

November 3, 2015

6:00 p.m.

City of Hemet Council Chambers
450 E. Latham Avenue

www.cityofhemet.org

Please silence all cell phones

Call to Order

Mayor Krupa called the meeting to order at 6:01 p.m.

Roll Call

PRESENT: Council Members Milne and Raver, Mayor Pro Tem Wright and Mayor Krupa
Commissioners Overmyer, Wilhelm and Vasquez, Vice Chairman Perciful and Chairman Gifford

ABSENT: Council Member Youssef

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

OTHERS PRESENT: Interim City Manager Thornhill and City Clerk McComas

Invocation

Invocation was given by Police Chief Brown

Pledge of Allegiance

Pledge of Allegiance was led by Community Development Director Elliano

Work Study

Discussion regarding this item, with possible direction to staff

1. Review of Preliminary Land Use, Circulation and Design Concepts for the Downtown Specific Plan – Community Development Director Elliano and Arroyo Group

Deana Elliano, Community Development Director, gave the City Council and Planning Commission an overview of the presentation. The Downtown Specific Plan Area includes 360 acres within the boundaries of Santa Fe Street to the east, Acacia Avenue to the south, Oakland Avenue to the north and Gilbert Street to the west. The benefits of preparing a city-initiated Specific Plan (SP) are to demonstrate a clear vision for new development. A SP is an economic development tool to facilitate development. It includes regulations that ensure long-term change. The SP will be adopted with an EIR that will create certainty for future development by providing environmental clearance for specified levels of development

intensity; and saves future development applicants future time and money by streamlining their CEQA review. The SP will support and enhance any future transit station planned to be located in Downtown by facilitating Transit Oriented Development (TOD). The Administrative Review Draft Specific Plan will be prepared by Fall/Winter 2015/2016. The Public Review of the Draft Specific Plan will be conducted in Winter/Spring 2016. The Public Hearing and Final Specific Plan will be completed by Spring/Summer 2016. Community input to date has been received by stakeholder interviews, Planning Commission Work Study Sessions, meetings with the Downtown Advisory Committee (DAC), Community Workshops and an online Community Survey. Ms. Elliano introduced the team from The Arroyo Group. The Arroyo Group is a 38-year old planning and urban design firm with experience throughout Southern California. A list of the DAC Members and a summary of the Community Survey results were distributed to the City Council and Planning Commission members.

Jean Ward, The Arroyo Group, the Downtown was separated into 7 districts based on existing land uses and geographic locations, some already unique in character. Downtown Village Zone is the historic core of Downtown. The DV zone preserves and builds a "main street" environment. It allows for retail, office, residential uses in a mixed use environment. Retail, restaurant and entertainment uses are encouraged in the DV zone and pedestrian frontage with ground floor display window will be required. Development and design standards intended to retain and compliment historically and architecturally significant buildings. The DV zone will allow for well-designed infill development up to three stories or 40 feet in height (such as a vertical mixed use building with retail on ground floor and residential, live-work, or office on upper stories. The existing single-family residential uses will be allowed to remain without being non-conforming until they transition to another use. The maximum residential density is 18-22 du/acre. Vertical mixed use only, no ground floor residential in this zone. Pictures of the existing land use and the possible façade improvements in the Downtown Village zone were displayed. Examples of other California downtowns with these similar zoning specifications were displayed.

Council Member Youssef arrived at 6:16 p.m.

Ms. Ward, explained the Transit Oriented District (TOD) Zone. This is a mixed use district surrounding the future transit station. This zone allows for retail, office and residential uses in a mixed use environment that encourages transit-supportive uses, such as multi-family residential and employment uses, near the future transit station. The TOD zone would allow for higher density development up to four stories or 50 feet, with appropriate scaling adjacent to the single family neighborhood to the east. The TOD zone requires public gathering spaces in the form of open space, plazas and courtyards in larger developments. It also requires pedestrian linkages to a future transit station and surrounding districts. The zone allows for vertical or horizontal mixed use project. Maximum residential density is 30 du/acre. This zone encourages transition of existing heavy industrial uses to office, retail, hospitality and residential uses. Pictures of the existing land use and examples of TOD zones in other cities were displayed. Pictures of plazas and courtyards were displayed. The Stock Farm Zone is a mixed use district on the Hemet Stock Farm site. This site has unique historic and cultural importance to the community. A Planned Community Development (PCD) application and a Master Plan would be required to ensure unified development that preserves the integrity and character of the stock farm, including the historic entrance drive and farm structures. The SF zone allows for retail, office, residential uses in a mixed use environment ranging from one to three stories in height. Commercial uses are primarily limited to State Street. Mixed housing types, including multi-family and small lot single family is allowed. The development process

would be streamlined for this site because much of the necessary environmental work for new development would be handled through the Downtown Specific Plan CEQA process. Pictures of the existing land uses and artists renderings of the possible uses on the Stock Farm site were displayed. The Office Professional – Mixed Use Zone is a mixed use district that is adjacent to Weston Park and along a portion of Kimball Avenue that allows for professional office and residential uses in a mixed use environment. Currently there are many medical offices that support the hospital to the east. There are currently many home-to-office conversions in this zone. This zone allow for stand-alone residential uses. This zone also allows for well-designed infill development up to three stories around Weston Park, and allows for up to two stories in height in the Kimball Avenue neighborhood. Pictures of the existing land uses were displayed. Examples of development in the Office Professional – Mixed Use Zone were displayed. The General Commercial Zone builds on the existing general commercial uses along a portion of State Street and Florida Avenue on the west and east sides of Downtown. This is a minimal change in zoning to allow for general commercial uses to continue in the Downtown area, and to promote infill commercial development. This zone allow for one to two stories in height. The Mixed Residential Zone builds on existing residential uses in the neighborhood. It allows for both single family and multi-family uses, with a focus on medium density residential to increase housing choices proximate to the historic Downtown core and the future transit station. Stoops, porches, setbacks are required to ensure privacy, attractive development, and compatibility with the single family residences in the neighborhood. Larger minimum lots sizes required for new multi-family development to encourage more unified projects with sufficient useable outdoor space for the residents. This zone allows for one to three stories in height. Examples of Mixed Residential zone development were displayed. The Single Family Residential Zone builds on existing residential uses in the Kimball Avenue, Franklin Street, and West Latham neighborhoods. This includes a minimal change in existing land use. Improved design standards and guidelines to preserve and enhance Downtown’s historic neighborhoods, promote infill single-family development to help stabilize neighborhoods, and improve the housing stock to preserve neighborhood character. This zone allows for one to two stories in height. Examples of Single-Family Residential Zone development were displayed. The Quasi-Public Zone is a big asset to Downtown and is the concentration of government and civic uses, making Downtown the civic heart of the community. The intent is to maintain and enhance a public and quasi-public uses. This zone allows for publicly and privately owned uses which provide services to the community, including library, government offices and services, public utilities, and educational institutions. The DAC supports the mixed use development in the Downtown Village and around the future transit station. They support up to three-story infill development in the Downtown Village Zone. Much of the area is better suited to one and two-stories, which will likely remain, but well-designed three-story mixed use development is appropriate for infill sites. The DAC supports four-story mixed use development around the future transit station in the TOD Zone. They also support providing a variety of housing options in the Downtown in the form of single-family and higher density housing. The Specific Plan will not require affordable housing. Higher density housing can be either market-rate or affordable. It was discussed that much of the housing being developed around existing transit stations in Southern California is market rate. There are opportunities for City-owned properties for infill projects or public purposes.

Viggen Davidian, Iteris, gave the City Council and Planning Commission a presentation on the Circulation/Mobility Plan Elements. Major Elements are: General Plan (GP) Circulation

Network and proposed changes; bikeways; pedestrian: Florida Avenue (SR-74); other roadways; and parking. The GP identifies many streets in Downtown with Class 2 and Class 3 Bike Paths. The lack of existing bike path connections and bike infrastructure is a constraint. Potential for improvements: additional north-south bike connections; bike infrastructure, such as bike parking; enhance future bike lane along Florida Avenue with highly visible street markings; and more emphasis on Class 1 Bike Paths. A map was displayed showing the preliminary circulation concept for Bicycle Facilities. Florida Avenue scores a 82 out of 100 on *Walk-Score.com*, as a highly walkable environment with areas that are walkable to within a 5 to 10 minute walk along and around Florida Avenue. The commercial part of Downtown Hemet area is entirely within a fairly walkable district. The lack of continued sidewalks and other pedestrian amenities is a constraint. The lack of bulb outs and curb extensions is also a constraint. There are no mid-block crossings which are a core part of any downtown walking area. Opportunities for improvement: focus on streetscape improvements along Florida Avenue between State and Santa Fe; utilize signalization, flashing beacons, or other pedestrian safety devices for safer crossings; enhance pedestrian crossings to reduce crossing times (widened sidewalks, bulb outs etc.); and better pedestrian linkages to the Transit Center (location is still undetermined). Pictures of Pedestrian Scramble and High Visibility Crosswalks were displayed. Pictures of Parklets were also displayed. Florida Avenue is already designated as a Divided Secondary (4 lane) with Bike Lanes which provides opportunities to build Florida Avenue to a multimodal divided roadway with amenities. It is recommended and the volume requires that it be maintained as 4 lanes. The constraint is that Florida Avenue acts as a barrier between Harvard Street to the north and south. Sidewalks improvements are needed in many places on both sides of Florida Avenue. Opportunities for improvements are: strategies to narrow the roadway and calm traffic that may discourage high speeds; provide amenities for other modes of transportation in order to create a more complete street that serves multi-modal user groups; need to build bulbouts at the intersections and provide wider sidewalks, especially at Harvard and Florida to provide a better experience for pedestrians on Harvard Street; coordinate traffic signal timing on Florida Avenue which is consistent with GP goals; and confirm availability of ROW to provide landscaped medians, wherever possible. Pictures of complete streets examples were displayed. An artist rendering of Florida Avenue was displayed. Other roadways for east/west travel are: Mr. Davidian displayed artist renderings of State Street (Oakland to Florida), Harvard Street (north of Florida Avenue), Carmalita Street, Juanita Street and Harvard Street (south of Florida Avenue), Devonshire Avenue and Acacia Avenue and discussed recommendations. Parking recommendations and options are: consolidate Parking lots and encourage shared parking; utilize signage to help with wayfinding to major parking facilities; increasing awareness, visibility and better utilization of the available parking options; create visible passageways which allow for access to the rear parking lots; parking strategies that work in conjunction with the overall Downtown development and circulation plan; Parking Districts to help parking supply/demand and financing; "Park-once" concept, reduces auto trips, complements and promotes the Downtown waling concept; and new as well as existing parking facilities will be explored for shared parking possibilities to gain maximum utilization of the future parking supply. Mr. Davidian discussed the input from the DAC on transportation. There is overall support to enhance the pedestrian environment in Downtown core. Need to discuss/coordinate with the School District regarding the extension of Devonshire Avenue and opening up Santa Fe Street. Need to discuss/coordinate with CalTrans about relinquishing Florida Avenue in the Downtown. There is a desire from some members of the DAC to turn Florida into a two lane roadway with

roundabouts and no parking or angled parking. Florida traffic would be diverted to Devonshire and Acacia. Calm traffic on Florida so that people want to come Downtown. The DAC feels that wider sidewalks with no parking is acceptable, which may be undesirable to businesses. The group favors the proposed Harvard changes that increase sidewalk width for dining and adds over 30 parking spaces.

Larry Morrison, The Arroyo Group, gave the City Council and Planning Commission a presentation on the Preliminary Design Concept for Streetscapes and Open Space. Pictures of the existing conditions were displayed. A great downtown is made up of great destinations with a nice walking path between them. Creative pathways make an experience fun and connect the park to the metro station, conceptually called the "Ramona Loop Trail". The Downtown is very compact and walkable. Recommended streetscape improvements: curb bulb-outs and wider sidewalk on key pedestrian streets; street trees; street furniture (benches, trash cans, bike racks, tree grates and lighting); improved crosswalks; wayfinding and signage systems; and Downtown Village gateway monumentation. Examples of streetscape, street furniture, signage and wayfinding; and gateway and monument signs were displayed. A picture of Florida Avenue at Carmalita looking west was displayed along with an artist rendering of what improved streetscapes would look like. Examples of open space (Civic Plaza and Linear Park) were displayed. Pictures of possible improvements to Weston Park Community Park were displayed. Examples of pocket parks were also displayed. The historic features of the Hemet Stock Farm should be recognized. Overall the DAC supports the presented streetscape and open space concepts. The group feels that Weston Park's functionality should include a variety of multi-generational uses to help activate. We need to resolve how to change from existing users and enhance safety and perception. There needs to be connectivity from Weston Park to other uses and the Civic Center. The Civic Center Plaza needs to continue to be the home of the Farmer's market, Holiday events, Community events and should include public plaza/green. There should be plenty of paving to allow for events. The area should include raised planters and shade trees or structures. There should be buildings to frame the space, not adjacent parking lots. The group discussed pocket parks and the potential to include a dog park. It was suggested that the local service clubs provide upgrades to the pocket parks as a community project, such as a community garden. The DAC likes the concept of the "Ramona Loop Trail" and suggested that all areas and trails be branded. The trails can be programmed with a variety of events, such as wine walks, beer walks, and art walks. Signage should demarcate the length of the trail. The DAC recommended working with the Parks Department on tree species. The street tree character should maintain "Old California" historic look where possible. Use existing palms and shade canopy trees. It was recommended that the trees in the Village area be lighted and flower baskets be added on light poles. Currently the area is too dark and lighting should be improved. The parkways and sidewalks need to include tree grates and wells and need to be maintained.

Stan Hoffman, gave the City Council and Planning Commission a presentation on the Economics and Demographic Trends and Analysis and the key socioeconomics, trends and conditions influencing downtown Hemet. The goal is to create a downtown with a livable, walkable environment with a mix of residential and non-residential uses. Influencing trends and conditions are: population, employment and visitor growth conditions; retail competitiveness of Hemet and the strengths and opportunities in downtown to capture strong retail; market conditions and downtown's land supply poised for revitalization; other residential and non-residential land uses; and the role of public private partnerships and economic

incentives. Mr. Hoffman conducted a Downtown Retail Potential Analysis: motor vehicle and parts dealers are limited; home furnishings and appliance stores are moderate; building material, garden equipment and supplies are limited; food and beverage stores are strong; gasoline stations are limited; clothing and clothing accessories stores are moderate; general merchandise stores are limited; food services and drinking places are strong; other retail groups are strong. While current demand potential is not as strong as expected in the future, it is anticipated to increase with the introduction of rail transit, and future residential, retail, office, and related development in the downtown. Retail sector deemed "strong" and "moderate" are those recommended to focus on in Downtown along with health care, office and services uses. Mr. Hoffman presented a graph showing the employment growth sectors for 2012-2040. Education and health care jobs will constitute about 34% of all jobs by 2040. Retail, restaurants, arts, leisure/entertainment will constitute about 24%. Office jobs constitute another 15% by 2040. These jobs are important for Downtown's revitalization. Mr. Hoffman presented a graph indicating the range of potential land uses for downtown revitalization. Retail is short-term and long-term. Restaurant/food service is short-term and long-term. Office-Professional is long-term. Office-Medical is short-term and long-term. Personal services are short-term and long-term. Hotel/Motel is long-term. Education is short-term and long-term. Civic/Public is short-term and long-term. Residential/Mixed use is short-term and long-term. A map showing the 59.36 acres of publically owned properties in the specific plan area was displayed. There is a total of 231 acres estimated in downtown area. Vacant acres estimated to be 49.3 (21%), excluding schools. Acres with ratio less than 25% estimated at 47.8 (21), including the stock farm. These areas are considered important for early redevelopment opportunities. Mr. Hoffman talked about financing and implementation. Some potential innovative financing options are: Enhanced Infrastructure Financing District (EIFD); Community Revitalization & Investment Authorities (AB2); Business Improvement District (BID); Parking Management District; and other outside grants and loans. Major benefits from investment in the Downtown are: property tax increment; sales taxes; hotel/motel occupancy taxes; property tax in-lieu of Motor Vehicle License Fees; and other development related revenues. Other benefits are: revitalized Downtown Hemet; enhanced quality of life; jobs-housing balance; and transit oriented accessibility.

Staff is seeking feedback and direction on the concept presented. The mixed use zones allow for both single family and multi-family for in-fill lots. The Specific Plan will allow more local control. Concern was expressed with high density and affordable housing. It is recommended that affordable housing not be mandated however, a developer might choose to do so on their property.

The City's need to meet the RHNA's requirements was discussed. The City Council and Planning Commission along with staff discussed the existing and proposed zoning for the districts.

Commissioner Vasquez, likes the idea of the "Ramona Loop Trail" and asked if a bike path is included. Commissioner Vasquez also asked if each zone would have specific architectural standards.

Mr. Morrison, confirmed that the plan includes a combination of bike paths. A specific architectural style is not recommended. Architectural history will be encouraged.

Council Member Raver, asked if solar is being considered.

Mr. Morrison, confirmed that solar will be encouraged on buildings and shade structures. The City can include it as a requirement for development. Most developers are including solar panels and cells in their projects.

Commissioner Wilhelm, expressed concern with the bulb outs on Florida Avenue and that they will cause a problem. The Specific Plan should dictate what we want it to become not let the market define that. The downtown should be designed by us. Let's come up with some branding tonight. We could make a difference in 5 years, if we create a dramatic downtown. Commissioner Wilhelm recommended that Florida Avenue be 2 lanes so the sidewalks can be widened to all for street dining.

Mayor Pro Tem Wright, expressed concerned with the bulb outs on Florida Avenue also. Mayor Pro Tem Wright agreed that branding needs to be considered. Mayor Pro Tem Wright complimented the team.

Parking structures were discussed and at this time specific locations for consolidated parking structures were not determined. The property owners and funding will drive the development priorities. Funding opportunities will be sought and considered for the City owned property to achieve the highest and best use.

Council Member Youssef, feels that there needs to be more than one anchor to attract people either education/entertainment or residential. Council Member Youssef expressed concern with the live/work concept. The employees won't be able to afford market rate and it could become cheap housing.

Mr. Morrison, explained the recommendation to maintain 4 lanes on Florida Avenue. A number of combinations were discussed. Meridians can be removed and bike lanes and parking can be eliminated to allow for wider sidewalks on Florida.

Ms. Ward, the street recommendations for Florida were made after public comments were received. The business owners didn't want to lose their parking. They are willing to lose some to allow for bulb outs and even that was a concern. The residents on Acacia didn't want the traffic moving to their street.

Deanna Elliano, the traffic volume is the biggest concern if Florida were to be reduced to 2 lanes. Even if CalTrans relinquished the street, truck movement on the side streets is a major concern. Cost is also factor, as well, if we want to be able to implement the streetscape in a reasonable timeframe. She favored medians that will add more to the design and allow for monumentation signs, which act to slow vehicles down as they enter the District. Florida Avenue is an important part of the details of the plan moving forward. We want the downtown to have a pedestrian feel that can be accomplished with wider sidewalks, without having to reduce the lanes. Scrambled sidewalks can also help connect the streets on each side of Florida Avenue from north to south.

Mr. Morrison, businesses can't rely on front door parking to fill their business. Strolling along large sidewalks is part of the experience. Florida is best if calmed in a restricted area the goal is to get visitors to park and walk around.

Vice Chairperson Perciful, concurs with the recommended zoning and noted that the majority of the single family homes are already converted into office professional in the core downtown area. If the parking on Florida Avenue is eliminated the team could consider making Carmalita and Juanita one way streets for increased slanted parking similar to Harvard Street.

Chairperson Gifford, likes the districts, however expressed concern with the Transit Zone because it assumes the metrolink is coming. Do we know that it will?

Ms. Elliano, it is on RCTC's adopted plan but likely a number of years away. However, there is potential for other types of transit such as bus or light rail in the interim. We need to confirm with RCTC that this is the location for the transit station. The TOD district allows for office space and mixed use residential.

Mr. Morrison, if you want transit, having it in your plan will help you get it. The City of Pasadena had a Transit Zone in their plan for 10 years before it came. You have an advantage by having representatives from the City on the boards.

Chairperson Gifford, expressed concern that the bulb outs on Florida Avenue will not accomplish what is desired and suggested that the primary entrances for the Florida Avenue businesses should be on the back of the buildings. There is a significant cost and liability to the City in taking over Florida Avenue.

Mr. Morrison, businesses having additional entrances on the back of the buildings would be helpful but the main entrance and sidewalk foot traffic on Florida Avenue is critical.

The group discussed grants for community based plans, specifically funding available for transportation and open space.

The live/work concept was discussed. The market rate housing would be great for employees of the expanding medical park area. The list of properties still in need of seismic retrofits is short since most properties have already been done.

The discussion of Florida Avenue continued. If traffic is diverted to adjacent east/west streets the zoning should be profession/office uses and not residential.

Gary Thornhill, Interim City Manager, experienced this in Temecula. You can walk faster than most cars drive through Old Town and that was the plan. We wanted them to slow down to look at the shops. I agree with interior parking and disagree with rear entrances. There must be windows and openings on Florida Avenue. You need to have walking paseos to move people around the area. Mr. Thornhill talked about the options for Florida Avenue. As the demand rises metered parking is a great revenue generator. A parking structure will be necessary at some time. In hindsight Mr. Thornhill wishes that the City of Temecula would not have agreed to wood sidewalks and that they would have put a sound system in the plaza area. Mr. Thornhill also suggested that the City Council take a good hard look at where the future civic center will be. Hemet has the advantage of a larger area and more opportunity to create a destination without the adjacent freeway. It is his opinion that if you build enough housing and create jobs, the transit will come.

Council Member Raver, expressed concern that the plan is not the design of what the City wants to be. Hemet needs a new Police Facility and Fire Station due to earthquake concerns. We should be looking at creating a civic center that would combine all of the City's facilities together. Council Member Raver doesn't feel wider sidewalks on Florida Avenue are necessary based on the current businesses.

The Group discussed the Ramona Creek project in west Hemet. Ramona Creek is a 200 acre project under one owner that has the ability to attract big box retail and entertainment that would not be possible downtown. Both areas will be destinations with their own distinct character.

The design guidelines will apply to all private and public development in the Downtown SP area. Public buildings should set the standard. The Downtown SP is a long term plan. The goal is to focus on certain streets or areas in small bites.

A Civic Center plan was completed in the early 2000's tying together the Police Department the Public Library.

Ms Elliano, asked for comments or consensus on the land use districts, open space plan, and zoning concepts? **Commissioner Wilhelm** –whatever arterials we think will take traffic off Florida if it is planned to be 2 lanes should be other than single family

Direction to move forward with recommended districts and zoning; and to look at where new public buildings and spaces would be located, such as a new civic

center.

Ms Elliano, requested direction regarding the circulation concepts presented.

The current recommendation for Florida four lanes, a landscaped center median, bulb outs at the corners with limited on-street parking, wider sidewalks and scrambled crosswalks. This would likely require relinquishment of this portion of Florida Avenue from Cal Trans. Discussion ensued amongst the group regarding looking into the possibility of 2 lanes on Florida, if feasible.

Mr. Davidian, expressed concern with the capacity of 30,000 to 31,000 per day on Florida Avenue with projections of upwards to 36,000 per day. If Florida Avenue remains four lanes the growth will need to be diverted to adjacent streets. The current capacity is more than double for a two lane street. That would require the movement of approximately 20,000 trips per day from Florida Avenue to the side streets including truck traffic and that will increase over time. This would change the classification of the arterial streets in the City's transportation element of the General Plan. This will have negative environmental implications and will be impossible if Highway 74 is not relinquished.

Direction was given to start discussions with Cal Trans regarding the potential for relinquishment of a portion of Florida Avenue in the Downtown, and to determine the status of the legislative process that was started 2 years ago when Mr. Bradley was the Interim City Manager.

Direction was given to explore the feasibility and traffic impact analysis of converting Florida Avenue from 4 lanes to 2 lanes in the Downtown, to look at Acacia and Oakland as the alternative east-west diverters for traffic, and to look at converting Carmelita and Juanita to one-way streets. Staff is to return to the Council with a cost estimate for the work to be paid for out of the City's Downtown Specific Plan budget.

Mr. Morrison, recommended that the City Council and Planning Commission take a field trip to Pasadena and look at their successful districts. Colorado Blvd. is four lanes yet their downtown is very walkable.

The Council and Commission expressed interest in a tour of successful downtowns in the area.

Communications from the Public

There were no communications from the public at this time.

Future Agenda Items

There were no future agenda items requested at this time.

Adjournment

Adjourned at 8:38 p.m. to Tuesday, November 10, 2015 at 7:00 p.m.



#7

MINUTES

REGULAR MEETING OF THE HEMET CITY COUNCIL

November 10, 2015

6:30 p.m.
City of Hemet Council Chambers
450 E. Latham Avenue

www.cityofhemet.org
Please silence all cell phones

Call to Order

Mayor Krupa called the meeting to order at 6:31 p.m.

Roll Call

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

ABSENT: None

Closed Session

Notice of Opportunity for Public Comment

There were no public comments presented at this time.

The City Council recessed to Closed Session at 6:31 p.m.

1. Conference with Real Property Negotiators
Pursuant to Government Code section 54956.8
Property: *APN: 456-050-013 and 022, Northwest corner of Sanderson and Stetson Avenues*
Agency negotiator: *Interim City Manager Thornhill*
Negotiating parties: *Rich Development, Inc. and Page Plaza Partners, LLC*
Under negotiation: Acquisition, Price and Terms

Council Member Youssef, recused himself at 6:47 p.m. from the discussion of Item No. 1 due to close proximity to his primary residence.

2. Conference with Real Property Negotiators
Pursuant to Government Code section 54956.8
Property: *APN: 443-140-013, 410 E. Devonshire*
Agency negotiator: *Interim City Manager Thornhill*
Negotiating parties: *Ramin Bral Roxbury Properties*
Under negotiation: Acquisition, Price and Terms
 3. Public Employee Appointment
Pursuant to Government Code section 54957
Title: *City Manager*
-

REGULAR SESSION

7:00 p.m.

City of Hemet City Council Chambers
450 E. Latham Avenue

Call to Order

Mayor Krupa called the meeting to order at 7:02 p.m.

Roll Call

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

ABSENT: None

Others present: Interim City Manager Thornhill, City Attorney Vail and City Clerk McComas

Invocation

Sylvia Karcher, Hemet-San Jacinto Interfaith Council

Pledge of Allegiance

Steve Latino, Engineering Director/City Engineer

City Attorney Closed Session Report

4. Conference with Real Property Negotiators
Pursuant to Government Code section 54956.8
Property: *APN: 456-050-013 and 022, Northwest corner of Sanderson and
Stetson Avenues*
Agency negotiator: *Interim City Manager Thornhill*
Negotiating parties: *Rich Development, Inc. and Page Plaza Partners, LLC*
Under negotiation: Acquisition, Price and Terms

The City Attorney reported that there was no reportable action.

5. Conference with Real Property Negotiators
Pursuant to Government Code section 54956.8
Property: *APN: 443-140-013, 410 E. Devonshire*
Agency negotiator: *Interim City Manager Thornhill*
Negotiating parties: *Ramin Bral Roxbury Properties*
Under negotiation: Acquisition, Price and Terms

The City Attorney reported that there was no reportable action.

6. Public Employee Appointment
Pursuant to Government Code section 54957
Title: *City Manager*

The City Attorney reported that there was no reportable action.

City Council Business Consent Calendar

7. **Approval of Minutes** – October 27, 2015
8. **Receive and File** – Warrant Registers
 - a. Warrant registers for October 15, 2015 in the amount of \$1,639,973.91 and October 29, 2015 in the amount of \$1,125,061.28. Payroll for the period of October 12, 2015 to October 25, 2015 was \$645,472.74.
9. **Recommendation by City Manager** – Third Amendment to Lease of Real Property with Amerco Real Estate
 - a. Approve the Third Amendment to Lease of Real Property located at 250-256 East Meier Street to Amerco Real Estate, DBA: U-Haul Center, Hemet, CA; and
 - b. Authority the Interim City Manager to execute the lease amendment.
10. **Recommendation by Police** – 2015 State Homeland Security Program (SHSP) Grant for Purchase of Interoperable Handheld Radios
 - a. Accept the 2015 State Homeland Security Program Grant in the amount of \$78,267; and
 - b. Approve the grant-funded purchase of thirteen (13) Harris handheld radios from vendor, Hi-Desert Communications; and
 - c. Authorize the City Manager to approve the purchase requisition in the amount of \$78,267; and
 - d. Authorize the finance department to establish an expenditure account and budget in the amount of \$78,267.
11. **Recommendation by Public Works** – First Amendment to Agreement for Hazardous Waste Disposal Contract for Hazardous Waste Hauling, Disposal and Recycling Services
 - a. Approve the First Amendment to Agreement for Hazardous Waste Disposal Contract with Hunter Consulting, Inc. dba HCI Environmental & Engineering Service (HCI) provides hazardous waste hauling, disposal and recycling services; and
 - b. Authorize the Interim City Manager to execute First Amendment to Agreement for Hazardous Waste Disposal with HCI.
12. **Recommendation by Public Works** – Award of Funding for City-County Payment Program for Fiscal Year 2014/2015 through the State of California Department of Recycling Resources and Recovery – Supplemental Appropriation
 - a. Accept funding award in the amount of \$21,662 from the State of California, Department of Recycling Resources and Recovery, through the 2014/2015 City/County Payment Program; and
 - b. Authorize the Deputy City Manager/Administrative Services Director to record revenues to the Miscellaneous Recyclables (Account #686-0454) in the amount of \$21,662; and
 - c. Establish operating budget of \$21,662 in the Public Works Administrative Fund 686-4150-2801 for miscellaneous litter abatement, the purchase of park/playground equipment manufactured from recycled materials and recycling bins.

13. **Recommendation by Human Resources** – Agreement for City Physician Services with Manikanda Raja, M.D., Inc.
 - a. Approve an Agreement for Services with Manikanda Raja M.D., Inc. for a three year period commencing on the date of execution by the Interim City Manager in the amount not to exceed \$60,000. With an option to extend the contract for two additional one year terms; and
 - b. Authorize the Interim City Manager to execute the approved Agreement for Services.

14. **Recommendation by IT** – Cooperative Purchase – Microsoft Enterprise Licensing Agreement Renewal
 - a. Approve a Software License Agreement by and between the City of Hemet (City) and SoftwareONE (vendor), for the purchase of a three-year Microsoft Enterprise Licensing Agreement; and
 - b. Authorize the Interim City Manager to execute the agreement.

15. **Recommendation by Fire** - FY15 Homeland Security Award – Community Emergency Response Team (CERT)
 - a. Accept the grant approved by the California Office of Emergency Services (CalOES) for the Riverside County’s FY15 State Homeland Security Program (SHSP) for the Community Emergency Response Team (CERT) Program awarded to the City of Hemet Fire/EMS Department in the amount of \$11,703.

16. **Recommendation by Fire** – SHSP Grant for Active Shooter Incidents
 - a. Accept the grant from the State Homeland Security Program (SHSP) in the amount of \$30,004 for the period of October 21, 2015 – May 31, 2017; and
 - b. Amend the budget in the Public Safety Grant Fund #232 to reflect the award amount of \$30,004 to cover the cost of purchasing equipment for responding to Active Shooter Incidents.

17. **Recommendation by Fire** – FY2015 Emergency Management Performance Grant (EMPG) Award
 - a. Accept the grant approved by the California Office of Emergency Services (CalOES) for the Riverside County’s FY15 Emergency Services Coordinator (50% of the salary to support the Hemet Fire/EMS Department program.

Item Nos. 10, 11, 12, 15, 16 and 17 were removed from the Consent Calendar. **Council Member Youssef moved and Mayor Pro Tem Wright seconded a motion to approve the remaining Consent Calendar items as presented. Motion carried 5-0.**

Item No. 10

Police Chief Brown, gave the City Council a brief overview of the request. These quad band radios are interoperable and will work with Public Works and Hemet Fire.

Gary Thornhill, Interim City Manager, explained that there was a discrepancy in the bid results and requested that this item be continued to December 8, 2015.

Item No. 11

Council Member Milne, requested general clarification for the public.

Kris Jensen, Public Works Director, this is for the hazardous waste that is generated by the operations of the Corporation Yard, such as the disposal of light bulbs, oil and hydraulic fluid. The City conducted a competitive bid in 2012 for these services at which time a 3 year bid was awarded. This is a request to exercise our right to extend the contract for a period of one year.

The City Council and staff discussed the timeframe of contracts and automatic extensions. There is no legal limit to the timeframe of a contract or the number of and timeframe for extensions, 3 to 5 years is the recommendation.

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

Item No. 12

Council Member Milne, requested a general overview for the public.

Kris Jensen, the City-County Payment Program is a grant that the City receives non-competitively tied to amount of beverage containers recycled and reported for the City. The City has to complete an application that explains what the money will be used for. It is our current intention to purchase some park equipment and set aside some of the funds for clean-up projects. The funds can be redirected with approval from the State.

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

Item No. 15, 16 and 17

Mayor Krupa, asked about the kevlar vests purchased several years ago.

Fire Chief Brown, explained that safety equipment has a useful service life and it is time to replace this equipment. Unfortunately firefighters also need to worry about being shot at. Along with the vests we are ordering ballistic helmets and tactical gear. We are pleased that we were able to secure the funding. A key to this program is the coordinated effort with the Police Department.

Mayor Krupa, asked for an update on the City's Disaster Preparedness and CERT Training programs.

Chief Brown, we are focusing on three key areas. First focus is the City's operational readiness of the EOC and the coordination with internal and external agencies. The City just graduated 6 CERT Teams. Public Awareness and the individual responsibility is a huge task being completed by Marie Davis. We are using El Nino as an obvious focus. Operationally we are working together with the other City Departments to be prepared.

Council Member Raver, asked when the requested presentation for Riverside County Flood Control will be.

Chief Brown, the City is holding a "Disaster Summit" on November 18th. At this time we have not received a commitment from RCFC for a briefing.

Mayor Pro Tem Wright, asked if the active shooter training includes City offices.

Chief Brown, we will be including City Hall and hope to use a train the trainer approach to minimize the cost. HUSD is actively involved with the City in these training efforts.

Mayor Krupa moved and Council Member Milne seconded a motion to approve these items as presented. Motion carried 5-0.

Communications from the Public

Dennis Kay, Hemet, resident for 5.5 years in the Del Web area. Mr. Kay expressed concern with the changes and the loss of businesses because of vendors that are able to operate on the side of the street without a business license or regulations.

Mr. Kay was referred to Community Development Director.

Natasha Brown, Hemet, expressed concern with the impending El Nino. Ms. Brown lives near the Seattle Basin where 77 homes could be affected. Ms. Brown left pictures of the flooding that occurred last year. We have talked to Engineering, the basin is managed by a pump. Additional pumps can be added.

Ms. Brown was referred to Engineering Director and Public Works Director.

Barry Barnes, Hemet, expressed concern that there not enough community resources for parolees. Mr. Barnes has been in Hemet for 2.5 years, he is required to seek and gain employment but there is no assistance in finding a job.

Mr. Barnes was referred to the Police Chief

Jim Pangrazzi, San Jacinto, the FBI 2014 crime stats are out. Violent Crimes for both cities went down. However murders in Hemet increased. Mr. Pangrazzi also expressed concern with the prostitution in Hemet.

Mayor Krupa noted that prostitution is down as a result of the efforts of Florida First and Project Hope.

Discussion/Action Item

18. **Quarterly Budget Update – As of September 30, 2015** – Deputy City Manager/Administrative Services Director Hurst

a. Receive and file the quarterly budget report.

Gary Thornhill, Interim City Manager, in July, the City Council asked for quarterly updates on the budget to make sure that we are on track with our projections.

Jessica Hurst, Deputy City Manager/Administrative Services Director, gave the City Council a quarterly financial update through September 30, 2015. It is anticipated that 25% of the revenues have been collected and 25% of the expenditures have been spent. That is not the case, actual figures vary. Actual: Revenue 14.32% has been collected. Sales tax is approximately 2 months behind, only July has posted. Property tax collections occur January through June, the second half of the fiscal year. Expenditures 21.49% has been expended. Staff vacancies will reduce expenses. Large purchases do not occur within first quarter as staff prepares new PO's and post previous fiscal year accruals. Retiree medical savings will be re-calculated at the end of the fiscal year and savings distributed to contributing funds, including General Fund. The incentive plan allowed for plan changes effective October 1st. The different nature of the other funds results in uneven revenue collection or spending depending on the nature of the particular fund. The City has approximately 40 additional funds citywide: 11 internal services; Water enterprise fund; and 9 special revenue funds. Water has collected 18.28% of the revenue due to conservation measures. Newly adopted water rates are not effective until October 1st. Water has expended 11.67% of expenditures due to staff vacancies and large projects/major purchases that will occur later in the fiscal year.

The City Council thanked Ms. Hurst for the update.

19. **Supplemental Appropriation – 250 E. Meier Demolition and Abatement –**
Public Works Director Jensen
- a. Approve supplemental appropriation in account number 683-2200-2400 (Liability Insurance-Contract) in the amount of \$254,000; and
 - b. Authorize the Interim City Manager to negotiate a contract with the lowest responsible bidder for demolition/hazardous substance abatement services not to exceed \$750,000, and to execute and administer the contract to completion.

Kris Jensen, Public Works Director, previously the City Council gave staff direction to move forward with the demolition of the structure at 250 E. Meier Street. The bids came back higher than expected. Staff is requesting that the City Council give the City Manager authority to negotiate a contract and requesting additional funding. 4 pre-qualified vendors were invited to submit bids. The bids were received but have not been completely reviewed. The bids range from \$620,000 to \$725,000. Initial request was for \$546,000 for the demolition. Staff is requesting an additional \$254,000 from the insurance fund for a total of \$750,000 project fund allowing for the negotiation of the contract with the lowest responsible bidder. Staff does anticipated coming in under that amount. This project does not impact General Fund. Staff is also applying for a \$200,000 EPA Brown Field Grant.

Gary Thornhill, Interim City Manager, we are requesting this approval so the work can be completed prior to the rains. The contractors have 45 days to complete the work weather might delay that.

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

20. **Western Riverside Council of Governments (WRCOG) "BEYOND Framework Fund" Concept Proposals –** Interim City Manager Thornhill
- a. Consider and discuss the "Beyond Framework Fund" project proposals outlined by staff and provide direction to staff regarding project priorities for submission to WRCOG.

Gary Thornhill, residual funds received from the HERO Program. Email requesting direction for the use of the \$87,000 was received about one week ago.

Police Chief Brown, staff knew this money was coming and programmed it into the first year of the five-year plan to offset the General Fund expenditures on the Downtown Specific Plan.

Council Member Milne, expressed concern that the money is being used for the Downtown Specific Plan and asked if there was another use for this money given the strings attached such as a Capital Improvement Project.

Mr. Thornhill, there might be other projects but anytime we can offset General Fund expenditures it is a benefit to the City.

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

City Council Reports

21. CITY COUNCIL REPORTS AND COMMENTS
- A. Council Member Milne
 1. Riverside County Habitat Conservation Agency (RCHCA)
 2. Riverside Conservation Authority (RCA)

3. Disaster Planning Commission

Council Member Milne, invited the Police and Fire Departments to McSweeny Elementary for Red Ribbon Week. Council Member Milne thanked them for their participation it was well received.

B. Council Member Raver

1. Planning Commission
2. Traffic and Parking Commission
3. Riverside Transit Agency (RTA)
4. Riverside County Transportation Commission (RCTC)
5. Watermaster Board

C. Council Member Youssef

D. Mayor Pro Tem Wright

1. Park Commission
2. Riverside County Habitat Conservation Agency (RCHCA)
3. Ramona Bowl Association
4. League of California Cities

Attended the League's General Leadership Meeting where WRCOG's programs like the BEYOND Framework were discussed. Concern was expressed that WRCOG's decision deadlines do not allow time for elected officials to ask for a consensus of their entire City Councils. It was recommended that WRCOG consider changing their policy to allow more time.

5. Western Riverside Council of Governments (WRCOG)

E. Mayor Krupa

1. Riverside Conservation Authority (RCA)
2. Ramona Bowl Association

Mayor Krupa reported that "Boo at the Bowl" was successful.

3. Riverside Transit Agency (RTA)
4. Watermaster Board
5. Library Board
6. League of California Cities
7. Riverside County Transportation Commission (RCTC)
8. Western Riverside Council of Governments (WRCOG)

Mayor Krupa attended WRCOG's Meeting to present the nexus study for the proposed TUMF increase. Mayor Krupa requested a discussion at a future Council Meeting.

F. Ad-Hoc Committee Reports

1. Diamond Valley Lake Recreation Ad-Hoc Committee (January 27, 2015)
2. Public Safety Ballot Measure Ad-Hoc Committee (January 27, 2015)
3. Ad-Hoc Committee to Explore Revenue Options (May 26, 2015)
4. Grant Ad-Hoc Committee (June 23, 2015)

G. Interim City Manager Thornhill

1. Manager's Reports
2. Veterans Day Event

Gary Thornhill, Interim City Manager, the Veteran's Day Event is 10:00 a.m. tomorrow at Gibbel Park.

Future Agenda Items

WRCOG's Nexus Report for proposed TUMF Increase

Adjournment

Adjourned at 8:11 p.m. to Tuesday, December 8, 2015 at 7:00 p.m.



Staff Report

TO: Honorable Mayor and Members of the City Council

FROM: Jessica A. Hurst, DCM/Administrative Services
Gary Thornhill, Interim City Manager

DATE: December 8, 2015

RE: Warrant Register

The City of Hemet's warrant registers dated November 4, 2015 in the amount of \$2,006,116.90 and November 12, 2015 in the amount of \$1,257,763.79 are currently posted on the City's website in the Finance Department section, under *Financial Information*. Payroll for the period of October 26, 2015 to November 8, 2015 was \$592,629.48.

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

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



Staff Report

TO: Honorable Mayor and members of the City Council
FROM: Judith L. Oltman, City Treasurer
DATE: December 8, 2015
RE: Investment Portfolio as of October 2015

RECOMMENDED ACTION:

Receive and file.

ANALYSIS:

The summary statement of activity and balances of the Treasurer's Investment Portfolio for the month of October 2015 is forwarded herewith for your review.

On 10/15/15 we purchased a five year/3 month call FHLMC #2285 for \$1,000,000 at 2% and on 10/20/15 we purchased a 5 year Citadel CD #3190 for \$249,000 at 2.0%. On 10/6/15 we purchased a Reserve Fund 5 year 7 month Harper Creek Community School District General Obligation Bond #5034 for \$600,000 with a yield of 2.55%. On 10/20/15 we purchased a 4 year 11 month American Honda Finance medium term note #5035 for \$1,000,000 with a yield of 2.144126%.

On 10/17/15 our FHLB #2254 and FHLMC #2256 were called; on 10/21/15 our FNMA #2252 was called; on 10/26/15 our FHLMC #2257 was called; and on 10/30/15 our FNMA #2258 was called. Also attached is a corrected copy of the September recap and summary pages.

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

OCTOBER 2015

INVESTMENT CLASSIFICATIONS	MONTHLY ACTIVITY	CONSOLIDATED BALANCE
PORTFOLIO AS OF SEPTEMBER	61,329,026.80	
CERTIFICATES OF DEPOSIT		
Placed this month	249,000.00	
Matured this month		
Balance		7,677,000.00
LOCAL AGENCY INVESTMENT FUND: City of Hemet		
Deposits	20,353.68	
Withdrawals	-5,000,000.00	
Balance		20,298,871.65
BANK OF NEW YORK MELLON Custodial Acct.		
Deposits	2,540,072.21	
Withdrawals	-2,911,215.82	
Balance		1,780,725.85
CITIBANK: Money Market Account		
Deposits	107,193.07	
Withdrawals		
Balance		201,864.49
CITIBANK: Money Market Account 3		
Deposits	5,722,581.79	
Withdrawals	-3,488,044.68	
Balance		4,706,921.26
MUNICIPAL BONDS & NOTES		
Deposits	1,600,000.00	
Withdrawals		
Balance		18,003,583.80
GOVERNMENT AGENCIES		
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 .75% 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
2281 2.0% FNMA 2/27/20		1,000,000.00
2283 2.05% FHLMC 9/14/20		1,000,000.00
2284 2.0% FHLMC 9/30/20		500,000.00
2285 2.0% FHLMC 10/15/20	1,000,000.00	1,000,000.00
PORTFOLIO BALANCE AS OF OCT. 2015	58,668,967.05	58,668,967.05

INTEREST EARNINGS	15-16 FISCAL YEAR-TO-DATE	
EARNINGS BALANCE AS OCTOBER 1, 2015		12,304.46
CERTIFICATES OF DEPOSIT INT.	6,025.85	
OTHER GOVERNMENT SECURITIES	34,693.16	
CITIBANK MONEY MARKET ACCOUNT	21.86	
CITIBANK MONEY MARKET ACCOUNT 3	464.51	
BANK OF NY MONEY MARKET ACCT.	18.59	
LOCAL AGENCY INVESTMENT FUNDS		
CITY OF HEMET INTEREST	20,353.68	
MONTHLY EARNINGS TOTAL	61,577.65	61,577.65
MEMO ONLY:		
MERCHANT BANK CHG.		
LIBRARY CREDIT CARD FEES		
ARMORED CAR	-421.36	
ASSET SEIZURE FUNDS	-9.78	
Charges as of Oct. 1, 2015	-14,731.06	
	-15,162.20	
15-16 YEAR-TO-DATE INTEREST EARNINGS		73,882.11

CITY OF HEMET, CALIFORNIA
Monthly Report of Investment Activities

Corrected

SEPTEMBER 2015

INVESTMENT CLASSIFICATIONS	MONTHLY ACTIVITY	CONSOLIDATED BALANCE
PORTFOLIO AS OF AUGUST	63,768,227.85	
CERTIFICATES OF DEPOSIT		
Placed this month	248,000.00	
Matured this month	-249,000.00	
Balance		7,428,000.00
LOCAL AGENCY INVESTMENT FUND: City of Hemet		
Deposits		
Withdrawals		
Balance		25,278,517.97
BANK OF NEW YORK MELLON Custodial Acct.		
Deposits	3,285,309.28	
Withdrawals	-3,542,074.27	
Balance		2,151,869.46
CITIBANK: Money Market Account		
Deposits	41,319.51	
Withdrawals	-200,000.00	
Balance		94,671.42
CITIBANK: Money Market Account 3		
Deposits	992,249.43	
Withdrawals	-3,250,000.00	
Balance		2,472,384.15
MUNICIPAL BONDS & NOTES		
Deposits	1,730,000.00	
Withdrawals	-995,005.00	
Balance		16,403,583.80
GOVERNMENT AGENCIES		
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 .75% 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
2278 2.0% FNMA 9/18/19	-1,000,000.00	
2281 2.0% FNMA 2/27/20		1,000,000.00
2282 2.15% FHLB 6/30/20	-1,000,000.00	
2283 2.05% FHLMC 9/14/20	1,000,000.00	1,000,000.00
2284 2.0% FHLMC 9/30/20	500,000.00	500,000.00
PORTFOLIO BALANCE AS OF SEPT. 2015	61,329,026.80	61,329,026.80

INTEREST EARNINGS	15-16 FISCAL YEAR-TO-DATE	
EARNINGS BALANCE AS SEPTEMBER 1, 2015		-24,464.13
CERTIFICATES OF DEPOSIT INT.	6,435.91	
OTHER GOVERNMENT SECURITIES	29,925.00	
CITIBANK MONEY MARKET ACCOUNT	10.23	
CITIBANK MONEY MARKET ACCOUNT 3	381.67	
BANK OF NY MONEY MARKET ACCT.	15.78	
LOCAL AGENCY INVESTMENT FUNDS		
CITY OF HEMET INTEREST		
MONTHLY EARNINGS TOTAL	36,768.59	36,768.59
MEMO ONLY:		
MERCHANT BANK CHG.	-3,865.18	
LIBRARY CREDIT CARD FEES	-41.90	
ARMORED CAR	-451.24	
ASSET SEIZURE FUNDS		
Charges as of Sept. 1, 2015	-10,372.74	
	-14,731.06	
15-16 YEAR-TO-DATE INTEREST EARNINGS		12,304.46

**CITY OF HEMET
Portfolio Management
Portfolio Summary
October 31, 2015**

Investments	Par Value	Market Value	Book Value	% of Portfolio	Term	Days to Maturity	YTM 360 Equiv.	YTM 365 Equiv.
Certificates of Deposit - Bank	1,733,000.00	1,743,062.15	1,733,000.00	2.97	1,619	539	1.452	1.473
Managed Pool Accounts	20,298,871.65	20,298,871.65	20,298,871.65	34.79	1	1	0.316	0.320
Passbook/Checking Accounts	6,689,511.60	6,689,511.60	6,689,511.60	11.46	1	1	0.317	0.321
Local Government Bonds	12,003,583.80	12,131,508.28	12,140,702.12	20.81	2,325	2,038	2.444	2.478
Medium Term Notes	6,000,000.00	6,054,965.00	6,035,564.03	10.34	1,793	1,302	1.889	1.915
Federal Agency Issues - Coupon	6,000,000.00	6,001,430.00	5,508,611.11	9.44	1,824	1,338	1.562	1.584
Negotiable CDs	5,944,000.00	6,061,805.37	5,944,000.00	10.19	1,879	1,249	1.732	1.756
	58,668,967.05	58,981,154.05	58,350,260.51	100.00%	1,081	829	1.217	1.234

Cash and Accrued Interest

Accrued Interest at Purchase		23,058.73	23,058.73					
Subtotal		23,058.73	23,058.73					
Total Cash and Investments	58,668,967.05	59,004,212.78	58,373,319.24		1,081	829	1.217	1.234

Total Earnings	October 31 Month Ending	Fiscal Year To Date
Current Year	68,331.50	232,457.94
Average Daily Balance	59,272,796.67	63,302,785.69
Effective Rate of Return	1.36%	1.09%

JUDITH L. OLTMAN, TREASURER

Reporting period 10/01/2015-10/31/2015

Run Date: 12/01/2015 - 15:13

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CITY OF HEMET
Portfolio Management
Portfolio Details - Investments
October 31, 2015

CUSIP	Investment #	Issuer	Average Balance	Purchase Date	Par Value	Market Value	Book Value	Stated Rate	S&P	YTM 365	Days to Maturity	Maturity Date
Certificates of Deposit - Bank												
06740KEX1	3146	BARCLAYS BANK DE		12/07/2011	247,000.00	249,925.32	247,000.00	1.900		1.902	402	12/07/2016
SYS3174	3174	BANK OF HEMET		09/06/2013	494,000.00	494,000.00	494,000.00	0.500		0.500	310	09/06/2016
SYS3144	3144	BANK OF THE WEST		10/12/2011	249,000.00	251,356.54	249,000.00	1.750		1.750	346	10/12/2016
SYS3136	3136	CIT BANK		08/24/2011	247,000.00	249,389.01	247,000.00	1.800		1.800	297	08/24/2016
SYS2231	3190	CITADEL FEDERAL CREDIT UNION		10/20/2015	249,000.00	249,000.00	249,000.00	2.000		2.000	1,815	10/20/2020
36160WVR7	3132	G.E. Capital Financial, Inc.		08/12/2011	247,000.00	249,391.28	247,000.00	1.850		1.850	285	08/12/2016
Subtotal and Average			1,580,387.10		1,733,000.00	1,743,062.15	1,733,000.00			1.473	539	
Managed Pool Accounts												
SYS1001	1001	LOCAL AGENCY INVESTMENT FUND			20,298,871.65	20,298,871.65	20,298,871.65	0.320		0.320	1	
Subtotal and Average			22,386,453.86		20,298,871.65	20,298,871.65	20,298,871.65			0.320	1	
Passbook/Checking Accounts												
SYS5009	5009	BANK OF NEW YORK			1,780,725.85	1,780,725.85	1,780,725.85			0.000	1	
SYS5001	5001	Citibank			201,864.49	201,864.49	201,864.49	0.150		0.150	1	
SYS5004	5004	CITIBANK3			4,706,921.26	4,706,921.26	4,706,921.26	0.450		0.450	1	
Subtotal and Average			5,254,971.20		6,689,511.60	6,689,511.60	6,689,511.60			0.321	1	
Local Government Bonds												
044555PA2	5025	ASHLAND OREGON		10/23/2014	1,145,000.00	1,133,561.45	1,133,712.25	2.800	AA	2.926	3,196	08/01/2024
048339SE6	5018	ATLANTIC CITY N.J.		06/02/2014	465,000.00	475,867.05	483,229.69	3.953	A	2.075	882	04/01/2018
048339SF3	5019	ATLANTIC CITY N.J.		06/02/2014	440,000.00	450,973.60	462,469.60	4.253	A	2.651	1,247	04/01/2019
04780NHS9	5030	ATLANTA DEVELOPMENT AUTHORITY		07/09/2015	825,000.00	827,805.00	829,253.91	2.518	A	2.400	1,704	07/01/2020
13124MAH8	5026	CALLEGUAS CA MUNI WATER DIST		10/23/2014	745,000.00	756,934.90	758,023.24	2.601	AAA	2.201	1,704	07/01/2020
156792GW7	5027	CERRITOS COMMUNITY COLLEGE DIS		12/01/2014	1,260,000.00	1,286,359.20	1,271,448.47	2.971	AA	2.821	2,465	08/01/2022
404476HH9	5022	HABERSHAM COUNTY HOSPITAL AUTH		08/13/2014	795,000.00	804,699.00	799,170.64	2.250		2.080	1,188	02/01/2019
413450HY6	5034	HARPER CREEK COMM. SCH. DIST.		10/06/2015	600,000.00	604,008.00	605,895.56	2.743		2.550	2,008	05/01/2021
45462TEJ7	5032	INDIANA BOND BANK		09/15/2015	990,000.00	992,702.70	1,001,844.02	2.710	AA	2.501	2,267	01/15/2022
650035J66	5015	NEW YORK STATE REVENUE BONDS		03/25/2014	500,000.00	505,520.00	499,199.71	2.000		2.050	1,230	03/15/2019
64971WMC1	5031	NEW YORK CITY TRANSITIONA; FIN		08/03/2015	1,000,000.00	1,003,250.00	1,017,197.22	2.840		2.560	2,465	08/01/2022
73474TAG5	5033	PORT OF MORROW ORE TRANS FAC		09/14/2015	740,000.00	757,878.40	749,452.84	2.737		2.500	2,131	09/01/2021
767169DY8	5028	RIO RANCHO		02/12/2015	498,583.80	494,998.98	501,466.20	3.200	A	3.122	3,135	06/01/2024
786134VB9	5029	SACRAMENTO CO. SANITATION DIST		03/02/2015	1,000,000.00	1,023,000.00	1,020,051.71	2.810	AA	2.451	2,222	12/01/2021
13063CKL3	5017	STATE OF CALIFORNIA		05/16/2014	1,000,000.00	1,013,950.00	1,008,287.06	2.250		2.000	1,277	05/01/2019

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CITY OF HEMET
Portfolio Management
Portfolio Details - Investments
October 31, 2015

CUSIP	Investment #	Issuer	Average Balance	Purchase Date	Par Value	Market Value	Book Value	Stated Rate	S&P	YTM 365	Days to Maturity	Maturity Date
Subtotal and Average			12,044,227.83		12,003,583.80	12,131,508.28	12,140,702.12			2.478	2,038	
Medium Term Notes												
037833AQ3	5016	APPLE		05/15/2014	1,000,000.00	1,018,430.00	1,004,661.64	2.100		1.960	1,282	05/06/2019
084670BL1	5023	BERKSHIRE HATHAWAY		08/14/2014	1,000,000.00	1,013,990.00	1,003,581.66	2.100		2.000	1,382	08/14/2019
14912L6B2	5020	CATERPILLAR		06/09/2014	1,000,000.00	999,450.00	1,002,733.01	2.100	A	2.020	1,316	06/09/2019
36962G7G3	5014	G.E. CAPITAL CORP.		03/14/2014	500,000.00	508,470.00	506,869.41	2.300		1.932	1,170	01/14/2019
02665WAZ4	5035	AMERICAN HONDA FINANCE		10/23/2015	1,000,000.00	1,008,450.00	1,014,135.86	2.450		2.144	1,789	09/24/2020
68389XAN5	5010	ORACLE		03/28/2013	500,000.00	501,860.00	500,475.21	1.200		1.150	714	10/15/2017
90261XHE5	5024	UBS AG STAMFORD CT		08/18/2014	500,000.00	502,510.00	501,510.23	2.375		2.290	1,382	08/14/2019
94974BFG0	5013	WELLS FARGO		04/26/2013	500,000.00	501,805.00	501,597.01	1.500		1.350	807	01/16/2018
Subtotal and Average			5,316,116.90		6,000,000.00	6,054,965.00	6,035,564.03			1.915	1,302	
Federal Agency Issues - Coupon												
313383GY1	2261	FEDERAL HOME LOAN BANK		06/13/2013	500,000.00	500,020.00	500,000.00	1.170		1.170	955	06/13/2018
3134G7SY8	2283	FEDERAL HOME LOAN MTG ASSOC.		09/14/2015	1,000,000.00	1,001,680.00	1,000,000.00	2.050		2.050	1,779	09/14/2020
3134G7UY5	2284	FEDERAL HOME LOAN MTG ASSOC.		09/30/2015	500,000.00	500,735.00	8,611.11	2.000		2.000	0	09/30/2020
3134G7YY1	2285	FEDERAL HOME LOAN MTG ASSOC.		10/15/2015	1,000,000.00	1,002,050.00	1,000,000.00	2.000		2.000	1,810	10/15/2020
3136G0U2	2253	FEDERAL NTL MORTGAGE ASSOC.		11/29/2012	500,000.00	500,235.00	500,000.00	1.000		1.000	759	11/29/2017
3135G0UN1	2255	FEDERAL NTL MORTGAGE ASSOC.		02/28/2013	500,000.00	500,225.00	500,000.00	1.150		1.146	850	02/28/2018
3135G0WN9	2258	FEDERAL NTL MORTGAGE ASSOC.		04/30/2013	500,000.00	497,910.00	500,000.00	1.000		1.000	911	04/30/2018
3135G0XG3	2260	FEDERAL NTL MORTGAGE ASSOC.		05/21/2013	500,000.00	497,555.00	500,000.00	1.000		1.000	932	05/21/2018
3135G0C84	2281	FEDERAL NTL MORTGAGE ASSOC.		02/27/2015	1,000,000.00	1,001,020.00	1,000,000.00	2.000	AA	2.000	1,579	02/27/2020
Subtotal and Average			6,746,639.78		6,000,000.00	6,001,430.00	5,508,611.11			1.584	1,338	
Negotiable CDs												
02437PAG8	3173	AMERICAN NATIONAL BANK DALLAS		08/12/2013	248,000.00	249,801.00	248,000.00	1.250		1.251	650	08/12/2017
02587DWK0	3184	AMERICAN EXPRESS CENTURIAN		11/28/2014	247,000.00	255,659.33	247,000.00	2.200		2.012	1,489	11/29/2019
02587CAW0	3180	AMERICAN EXPRESS FSB		08/21/2014	247,000.00	254,674.31	247,000.00	2.100		2.101	1,389	08/21/2019
05580ACF9	3187	BMW BANK OF NORTH AMERICA, UT		07/17/2015	247,000.00	256,094.96	247,000.00	2.250		2.253	1,720	07/17/2020
0606247B3	3176	BANK OF BARODA N.Y.		11/12/2013	248,000.00	255,787.94	248,000.00	2.150		2.151	1,108	11/13/2018
856284-E3-4	3147	BANK OF INDIA NEW YORK		04/27/2012	248,000.00	252,310.79	248,000.00	2.000		2.001	543	04/27/2017
14042E4P2	3186	CAPITAL ONE NA		07/15/2015	247,000.00	256,652.78	247,000.00	2.300		2.303	1,718	07/15/2020
140420SQ4	3185	CAPITAL ONE		06/24/2015	247,000.00	255,588.61	247,000.00	2.200		2.230	1,697	06/24/2020
17037TDV6	3169	CHOICE FINANCIAL GROUP		11/20/2012	248,000.00	248,768.06	248,000.00	1.000		1.001	750	11/20/2017
20033AAG13	3168	COMENITY CAPITAL BANK		10/25/2012	249,000.00	250,000.36	249,000.00	1.050		1.065	724	10/25/2017

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CITY OF HEMET
Portfolio Management
Portfolio Details - Investments
October 31, 2015

CUSIP	Investment #	Issuer	Average Balance	Purchase Date	Par Value	Market Value	Book Value	Stated Rate	S&P	YTM 365	Days to Maturity	Maturity Date
Negotiable CDs												
20451PEN2	3175	COMPASS BANK		09/25/2013	247,000.00	253,666.85	247,000.00	2.000		2.001	1,059	09/25/2018
20786AAL9	3177	CONNECTONE BANK N.J.		12/13/2013	247,000.00	252,537.12	247,000.00	1.850		1.851	1,138	12/13/2018
2546714X5	3181	DISCOVER BANK		08/27/2014	247,000.00	254,706.75	247,000.00	2.100		2.101	1,395	08/27/2019
29976DNY2	3166	EVERBANK		10/15/2012	248,000.00	248,737.63	248,000.00	1.000		1.001	715	10/16/2017
373128DS3	3167	GEORGIA BANK AND TRUST		10/17/2012	249,000.00	249,743.29	249,000.00	1.000		1.014	716	10/17/2017
38148JBU4	3183	GOLDMAN SACHS		11/05/2014	247,000.00	255,036.94	247,000.00	2.150		2.151	1,462	11/02/2019
40434AZA0	3189	HSBC BANK USA NA		09/25/2015	248,000.00	246,782.32	248,000.00	2.500		2.502	3,616	09/25/2025
48124JSB5	3171	JP MORGAN CHASE BANK		01/28/2013	248,000.00	247,758.55	248,000.00	0.850		0.850	819	01/28/2018
628779FJ4	3178	NBT BANK		06/06/2014	247,000.00	251,949.41	247,000.00	1.800		1.801	1,313	06/06/2019
700654AV8	3182	PARK NATIONAL BANK		09/26/2014	249,000.00	256,721.17	249,000.00	2.100		2.099	1,241	03/26/2019
74267GUQ8	3179	PRIVATEBANK & TRUST CO.		07/21/2014	247,000.00	253,770.02	247,000.00	2.000		2.001	1,359	07/22/2019
87165FJG0	3188	SYNCHRONY BANK		07/31/2015	247,000.00	256,376.29	247,000.00	2.300		2.303	1,734	07/31/2020
909557CL2	3170	UNITED BANKERS' BANK		11/29/2012	249,000.00	250,303.66	249,000.00	1.100		1.115	759	11/29/2017
94986TMF1	3172	WELLS FARGO		03/28/2013	248,000.00	248,377.23	248,000.00	1.000		1.000	878	03/28/2018
Subtotal and Average			5,944,000.00		5,944,000.00	6,061,805.37	5,944,000.00			1.756	1,249	
Total and Average			59,272,796.67		58,668,967.05	58,981,154.05	58,350,260.51			1.234	829	

**CITY OF HEMET
Portfolio Management
Portfolio Details - Cash
October 31, 2015**

CUSIP	Investment #	Issuer	Average Balance	Purchase Date	Par Value	Market Value	Book Value	Stated Rate	S&P	YTM 365	Days to Maturity
Average Balance			0.00	Accrued Interest at Purchase		23,058.73	23,058.73				0
				Subtotal		23,058.73	23,058.73				
Total Cash and Investments			59,272,796.67		58,668,967.05	59,004,212.78	58,373,319.24			1.234	829

**CITY OF HEMET
Portfolio Management
Portfolio Summary
September 30, 2015**

Investments	Par Value	Market Value	Book Value	% of Portfolio	Term	Days to Maturity	YTM 360 Equiv.	YTM 365 Equiv.
Certificates of Deposit - Bank	1,484,000.00	1,494,478.35	1,484,000.00	2.43	1,584	356	1.365	1.384
Managed Pool Accounts	25,278,517.97	25,278,517.97	25,278,517.97	41.45	1	1	0.316	0.320
Passbook/Checking Accounts	4,718,925.03	4,718,925.03	4,718,925.03	7.74	1	1	0.236	0.239
Local Government Bonds	11,403,583.80	11,610,462.32	11,537,419.09	18.92	2,340	2,071	2.440	2.474
Medium Term Notes	5,000,000.00	5,045,885.00	5,021,973.21	8.23	1,792	1,234	1.843	1.868
Federal Agency Issues - Coupon	7,500,000.00	7,501,245.00	7,000,277.78	11.48	1,826	1,124	1.306	1.324
Negotiable CDs	5,944,000.00	6,082,222.42	5,944,000.00	9.75	1,879	1,280	1.732	1.756
Investments	61,329,026.80	61,731,736.09	60,985,113.08	100.00%	1,022	756	1.114	1.130

Cash and Accrued Interest

Accrued Interest at Purchase		21,085.12	21,085.12					
Subtotal		21,085.12	21,085.12					
Total Cash and Investments	61,329,026.80	61,752,821.21	61,006,198.20		1,022	756	1.114	1.130

Total Earnings	September 30 Month Ending	Fiscal Year To Date
Current Year	56,706.92	164,126.44
Average Daily Balance	61,816,025.80	64,660,716.77
Effective Rate of Return	1.12%	1.01%

JUDITH L. OLTMAN, TREASURER

Reporting period 09/01/2015-09/30/2015

Run Date: 11/30/2015 - 17:25

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CITY OF HEMET
Portfolio Management
Portfolio Details - Investments
September 30, 2015

CUSIP	Investment #	Issuer	Average Balance	Purchase Date	Par Value	Market Value	Book Value	Stated Rate	S&P	YTM 365	Days to Maturity	Maturity Date
Certificates of Deposit - Bank												
06740KEX1	3146	BARCLAYS BANK DE		12/07/2011	247,000.00	250,144.04	247,000.00	1.900		1.902	433	12/07/2016
SYS3174	3174	BANK OF HEMET		09/06/2013	494,000.00	494,000.00	494,000.00	0.500		0.500	341	09/06/2016
SYS3144	3144	BANK OF THE WEST		10/12/2011	249,000.00	251,336.47	249,000.00	1.750		1.750	377	10/12/2016
SYS3136	3136	CIT BANK		08/24/2011	247,000.00	249,490.20	247,000.00	1.800		1.800	328	08/24/2016
36160WVR7	3132	G.E. Capital Financial, Inc.		08/12/2011	247,000.00	249,507.64	247,000.00	1.850		1.850	316	08/12/2016
Subtotal and Average			1,484,000.00		1,484,000.00	1,494,478.35	1,484,000.00			1.384	356	
Managed Pool Accounts												
SYS1001	1001	LOCAL AGENCY INVESTMENT FUND			25,278,517.97	25,278,517.97	25,278,517.97	0.320		0.320	1	
Subtotal and Average			25,278,517.97		25,278,517.97	25,278,517.97	25,278,517.97			0.320	1	
Passbook/Checking Accounts												
SYS5009	5009	BANK OF NEW YORK			2,151,869.46	2,151,869.46	2,151,869.46			0.000	1	
SYS5001	5001	Citibank			94,671.42	94,671.42	94,671.42	0.150		0.150	1	
SYS5004	5004	CITIBANK3			2,472,384.15	2,472,384.15	2,472,384.15	0.450		0.450	1	
Subtotal and Average			5,447,770.13		4,718,925.03	4,718,925.03	4,718,925.03			0.239	1	
Local Government Bonds												
044555PA2	5025	ASHLAND OREGON		10/23/2014	1,145,000.00	1,143,202.35	1,133,604.74	2.800	AA	2.926	3,227	08/01/2024
048339SE6	5018	ATLANTIC CITY N.J.		06/02/2014	465,000.00	477,578.25	483,858.30	3.953	A	2.075	913	04/01/2018
048339SF3	5019	ATLANTIC CITY N.J		06/02/2014	440,000.00	453,415.60	463,017.64	4.253	A	2.651	1,278	04/01/2019
04780NHS9	5030	ATLANTA DEVELOPMENT AUTHORITY		07/09/2015	825,000.00	833,390.25	829,329.87	2.518	A	2.400	1,735	07/01/2020
13124MAH8	5026	CALLEGUAS CA MUNI WATER DIST		10/23/2014	745,000.00	761,539.00	758,255.80	2.601	AAA	2.201	1,735	07/01/2020
156792GW7	5027	CERRITOS COMMUNITY COLLEGE DIS		12/01/2014	1,260,000.00	1,296,981.00	1,271,589.81	2.971	AA	2.821	2,496	08/01/2022
404476HH9	5022	HABERSHAM COUNTY HOSPITAL AUTH		08/13/2014	795,000.00	808,801.20	799,277.57	2.250		2.080	1,219	02/01/2019
45462TEJ7	5032	INDIANA BOND BANK		09/15/2015	990,000.00	999,038.70	1,002,003.07	2.710	AA	2.501	2,298	01/15/2022
650035J66	5015	NEW YORK STATE REVENUE BONDS		03/25/2014	500,000.00	507,500.00	499,179.93	2.000		2.050	1,261	03/15/2019
64971WMC1	5031	NEW YORK CITY TRANSITIONA; FIN		08/03/2015	1,000,000.00	1,020,820.00	1,017,409.53	2.840		2.560	2,496	08/01/2022
73474TAG5	5033	PORT OF MORROW ORE TRANS FAC		09/14/2015	740,000.00	753,438.40	749,587.88	2.737		2.500	2,162	09/01/2021
767169DY8	5028	RIO RANCHO		02/12/2015	498,583.80	499,017.57	501,494.19	3.200	A	3.122	3,166	06/01/2024
786134VB9	5029	SACRAMENTO CO. SANITATION DIST		03/02/2015	1,000,000.00	1,031,410.00	1,020,326.39	2.810	AA	2.451	2,253	12/01/2021
13063CKL3	5017	STATE OF CALIFORNIA		05/16/2014	1,000,000.00	1,024,330.00	1,008,484.37	2.250		2.000	1,308	05/01/2019
Subtotal and Average			10,746,158.44		11,403,583.80	11,610,462.32	11,537,419.09			2.474	2,071	

Portfolio COFH

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PM (PRF_PM2) 7.3.0

CITY OF HEMET
Portfolio Management
Portfolio Details - Investments
September 30, 2015

CUSIP	Investment #	Issuer	Average Balance	Purchase Date	Par Value	Market Value	Book Value	Stated Rate	S&P	YTM 365	Days to Maturity	Maturity Date
Medium Term Notes												
037833AQ3	5016	APPLE		05/15/2014	1,000,000.00	1,015,480.00	1,004,772.19	2.100		1.960	1,313	05/06/2019
084670BL1	5023	BERKSHIRE HATHAWAY		08/14/2014	1,000,000.00	1,017,490.00	1,003,660.49	2.100		2.000	1,413	08/14/2019
14912L6B2	5020	CATERPILLAR		06/09/2014	1,000,000.00	1,001,620.00	1,002,796.18	2.100	A	2.020	1,347	06/09/2019
36962G7G3	5014	G.E. CAPITAL CORP.		03/14/2014	500,000.00	508,535.00	507,048.14	2.300		1.932	1,201	01/14/2019
68389XAN5	5010	ORACLE		03/28/2013	500,000.00	500,840.00	500,495.46	1.200		1.150	745	10/15/2017
90261XHE5	5024	UBS AG STAMFORD CT		08/18/2014	500,000.00	502,145.00	501,543.47	2.375		2.290	1,413	08/14/2019
94974BFG0	5013	WELLS FARGO		04/26/2013	500,000.00	499,775.00	501,657.28	1.500		1.350	838	01/16/2018
Subtotal and Average			5,022,236.66		5,000,000.00	5,045,885.00	5,021,973.21			1.868	1,234	
Federal Agency Issues - Coupon												
313381MV4	2254	FEDERAL HOME LOAN BANK		01/17/2013	500,000.00	499,775.00	500,000.00	1.050		1.050	839	01/17/2018
313383GY1	2261	FEDERAL HOME LOAN BANK		06/13/2013	500,000.00	499,460.00	500,000.00	1.170		1.170	986	06/13/2018
3134G37C8	2256	FEDERAL HOME LOAN MTG ASSOC.		04/17/2013	500,000.00	500,200.00	500,000.00	1.100		1.100	929	04/17/2018
3134G37H7	2257	FEDERAL HOME LOAN MTG ASSOC.		04/25/2013	500,000.00	500,300.00	500,000.00	1.150		1.150	937	04/25/2018
3134G7SY8	2283	FEDERAL HOME LOAN MTG ASSOC.		09/14/2015	1,000,000.00	1,002,150.00	1,000,000.00	2.050		2.050	1,810	09/14/2020
3134G7UY5	2284	FEDERAL HOME LOAN MTG ASSOC.		09/30/2015	500,000.00	501,335.00	277.78	2.000		2.000	0	09/30/2020
3135G0NF6	2252	FEDERAL NTL MORTGAGE ASSOC.		08/21/2012	500,000.00	500,230.00	500,000.00	1.000		1.000	690	08/21/2017
3136G04U2	2253	FEDERAL NTL MORTGAGE ASSOC.		11/29/2012	500,000.00	500,130.00	500,000.00	1.000		1.000	790	11/29/2017
3135G0UN1	2255	FEDERAL NTL MORTGAGE ASSOC.		02/28/2013	500,000.00	499,815.00	500,000.00	1.150		1.146	881	02/28/2018
3135G0WN9	2258	FEDERAL NTL MORTGAGE ASSOC.		04/30/2013	500,000.00	496,720.00	500,000.00	1.000		1.000	942	04/30/2018
3136G1LB3	2259	FEDERAL NTL MORTGAGE ASSOC.		04/30/2013	500,000.00	500,240.00	500,000.00	0.875		0.815	942	04/30/2018
3135G0XG3	2260	FEDERAL NTL MORTGAGE ASSOC.		05/21/2013	500,000.00	498,350.00	500,000.00	1.000		1.000	963	05/21/2018
3135G0C84	2281	FEDERAL NTL MORTGAGE ASSOC.		02/27/2015	1,000,000.00	1,002,540.00	1,000,000.00	2.000	AA	2.000	1,610	02/27/2020
Subtotal and Average			8,100,009.26		7,500,000.00	7,501,245.00	7,000,277.78			1.324	1,124	
Negotiable CDs												
02437PAG8	3173	AMERICAN NATIONAL BANK DALLAS		08/12/2013	248,000.00	250,225.90	248,000.00	1.250		1.251	681	08/12/2017
02587DWWK0	3184	AMERICAN EXPRESS CENTURIAN		11/28/2014	247,000.00	256,914.23	247,000.00	2.200		2.012	1,520	11/29/2019
02587CAW0	3180	AMERICAN EXPRESS FSB		08/21/2014	247,000.00	255,823.58	247,000.00	2.100		2.101	1,420	08/21/2019
05580ACF9	3187	BMW BANK OF NORTH AMERICA, UT		07/17/2015	247,000.00	257,456.25	247,000.00	2.250		2.253	1,751	07/17/2020
0606247B3	3176	BANK OF BARODA N.Y.		11/12/2013	248,000.00	256,771.34	248,000.00	2.150		2.151	1,139	11/13/2018
856284-E3-4	3147	BANK OF INDIA NEW YORK		04/27/2012	248,000.00	252,692.80	248,000.00	2.000		2.001	574	04/27/2017
14042E4P2	3186	CAPITAL ONE NA		07/15/2015	247,000.00	258,023.78	247,000.00	2.300		2.303	1,749	07/15/2020
140420SQ4	3185	CAPITAL ONE		06/24/2015	247,000.00	256,938.22	247,000.00	2.200		2.230	1,728	06/24/2020
17037TDV6	3169	CHOICE FINANCIAL GROUP		11/20/2012	248,000.00	249,193.38	248,000.00	1.000		1.001	781	11/20/2017

Portfolio COFH

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CITY OF HEMET
Portfolio Management
Portfolio Details - Investments
September 30, 2015

CUSIP	Investment #	Issuer	Average Balance	Purchase Date	Par Value	Market Value	Book Value	Stated Rate	S&P	YTM 365	Days to Maturity	Maturity Date
Negotiable CDs												
20033AAG13	3168	COMENITY CAPITAL BANK		10/25/2012	249,000.00	250,519.47	249,000.00	1.050		1.065	755	10/25/2017
20451PEN2	3175	COMPASS BANK		09/25/2013	247,000.00	254,549.23	247,000.00	2.000		2.001	1,090	09/25/2018
20786AAL9	3177	CONNECTONE BANK N.J.		12/13/2013	247,000.00	253,478.76	247,000.00	1.850		1.851	1,169	12/13/2018
2546714X5	3181	DISCOVER BANK		08/27/2014	247,000.00	255,860.24	247,000.00	2.100		2.101	1,426	08/27/2019
29976DNY2	3166	EVERBANK		10/15/2012	248,000.00	249,238.02	248,000.00	1.000		1.001	746	10/16/2017
373128DS3	3167	GEORGIA BANK AND TRUST		10/17/2012	249,000.00	250,246.94	249,000.00	1.000		1.014	747	10/17/2017
38148JBU4	3183	GOLDMAN SACHS		11/05/2014	247,000.00	256,263.34	247,000.00	2.150		2.151	1,493	11/02/2019
40434AZA0	3189	HSBC BANK USA NA		09/25/2015	248,000.00	246,782.32	248,000.00	2.500		2.502	3,647	09/25/2025
48124JSB5	3171	JP MORGAN CHASE BANK		01/28/2013	248,000.00	248,196.02	248,000.00	0.850		0.850	850	01/28/2018
628779FJ4	3178	NBT BANK		06/06/2014	247,000.00	252,989.11	247,000.00	1.800		1.801	1,344	06/06/2019
700654AV8	3182	PARK NATIONAL BANK		09/26/2014	249,000.00	257,790.12	249,000.00	2.100		2.099	1,272	03/26/2019
74267GUQ8	3179	PRIVATEBANK & TRUST CO.		07/21/2014	247,000.00	254,880.88	247,000.00	2.000		2.001	1,390	07/22/2019
87165FJG0	3188	SYNCHRONY BANK		07/31/2015	247,000.00	257,738.45	247,000.00	2.300		2.303	1,765	07/31/2020
909557CL2	3170	UNITED BANKERS' BANK		11/29/2012	249,000.00	250,757.02	249,000.00	1.100		1.115	790	11/29/2017
94986TMF1	3172	WELLS FARGO		03/28/2013	248,000.00	248,893.02	248,000.00	1.000		1.000	909	03/28/2018
Subtotal and Average			5,737,333.33		5,944,000.00	6,082,222.42	5,944,000.00			1.756	1,280	
Total and Average			61,816,025.80		61,329,026.80	61,731,736.09	60,985,113.08			1.130	756	

**CITY OF HEMET
Portfolio Management
Portfolio Details - Cash
September 30, 2015**

CUSIP	Investment #	Issuer	Average Balance	Purchase Date	Par Value	Market Value	Book Value	Stated Rate	S&P	YTM 365	Days to Maturity
Average Balance			0.00	Accrued Interest at Purchase		21,085.12	21,085.12				0
				Subtotal		21,085.12	21,085.12				
Total Cash and Investments			61,816,025.80		61,329,026.80	61,752,821.21	61,006,198.20			1.130	756

CITY OF HEMET
Received Interest
Sorted by Issuer
Received October 1, 2015 - October 31, 2015

Issuer	CUSIP	Investment #	Security Type	Par Value	Current Rate	Date Due	Date Received	Interest		Variance
								Amount Due	Amount Received	
ATLANTIC CITY N.J.	048339SE6	5018	NCB	465,000.00	3.953	10/01/2015	10/05/2015	9,190.73	9,190.73	-
							Subtotal	9,190.73	9,190.73	
ATLANTIC CITY N.J.	048339SF3	5019	NCB	440,000.00	4.253	10/01/2015	10/05/2015	9,356.60	9,356.60	-
							Subtotal	9,356.60	9,356.60	
BANK OF HEMET	SYS3174	3174	BCD	494,000.00	0.500	10/06/2015	10/08/2015	203.01	203.01	-
							Subtotal	203.01	203.01	
BANK OF INDIA NEW YORK	856284-E3-4	3147	NC2	248,000.00	2.000	10/27/2015	10/28/2015	2,486.79	2,486.79	-
							Subtotal	2,486.79	2,486.79	
BANK OF THE WEST	SYS3144	3144	BCD	249,000.00	1.750	10/12/2015	10/14/2015	358.15	358.15	-
							Subtotal	358.15	358.15	
COMENITY CAPITAL BANK	20033AAG13	3168	NC2	249,000.00	1.050	10/25/2015	10/27/2015	217.88	214.89	-2.99
							Subtotal	217.88	214.89	
CONNECTONE BANK N.J.	20786AAL9	3177	NC2	247,000.00	1.850	10/13/2015	10/14/2015	375.58	375.58	-
							Subtotal	375.58	375.58	
EVERBANK	29976DNY2	3166	NC2	248,000.00	1.000	10/16/2015	10/19/2015	1,243.40	1,243.40	-
							Subtotal	1,243.40	1,243.40	
FEDERAL HOME LOAN BANK	3130A5LD9	2282	FAC	0.00	2.150	09/30/2015	10/01/2015	5,375.00	5,375.00	-
	313381MV4	2254	FAC	0.00	1.050	10/17/2015	10/17/2015	1,312.50	1,312.50	-
							Subtotal	6,687.50	6,687.50	
FEDERAL HOME LOAN MTG ASSOC.	3134G37C8	2256	FAC	0.00	1.100	10/17/2015	10/20/2015	2,750.00	2,750.00	-
	3134G37H7	2257	FAC	0.00	1.150	10/25/2015	10/27/2015	2,875.00	2,875.00	-
							Subtotal	5,625.00	5,625.00	

CITY OF HEMET
 Received Interest
 Received October 1, 2015 - October 31, 2015

Issuer	CUSIP	Investment #	Security Type	Par Value	Current Rate	Interest				
						Date Due	Date Received	Amount Due	Amount Received	Variance
FEDERAL NTL MORTGAGE ASSOC.	3135G0NF6	2252	FAC	0.00	1.000	10/21/2015	10/21/2015	833.33	833.33	-
								Subtotal	833.33	833.33
GEORGIA BANK AND TRUST	373128DS3	3167	NC2	249,000.00	1.000	10/17/2015	10/20/2015	207.50	204.66	-2.84
								Subtotal	207.50	204.66
HSBC BANK USA NA	40434AZA0	3189	NC2	248,000.00	2.500	10/25/2015	10/27/2015	509.59	509.59	-
								Subtotal	509.59	509.59
ORACLE	68389XAN5	5010	MTN	500,000.00	1.200	10/15/2015	10/19/2015	3,000.00	3,000.00	-
								Subtotal	3,000.00	3,000.00
PARK NATIONAL BANK	700654AV8	3182	NC2	249,000.00	2.100	10/26/2015	10/27/2015	429.78	429.78	-
								Subtotal	429.78	429.78
Total								40,724.84	40,719.01	
Total Cash Overpayment								0.00		
Total Cash Shortfall								-5.83		

CITY OF HEMET
Received Interest
Received October 1, 2015 - October 31, 2015

Issuer	CUSIP	Investment #	Security Type	Par Value	Current Rate	Date Received	Interest
							Amount Received
Cash Accounts							
BANK OF NEW YORK	SYS5009	5009	PA1	1,780,725.85		10/02/2015	18.59
						Subtotal	18.59
Citibank	SYS5001	5001	PA1	201,864.49	0.150	10/30/2015	21.86
						Subtotal	21.86
CITIBANK3	SYS5004	5004	PA1	4,706,921.26	0.450	10/30/2015	464.51
						Subtotal	464.51
LOCAL AGENCY INVESTMENT FUND	SYS1001	1001	LA1	20,298,871.65	0.320	10/15/2015	20,353.68
						Subtotal	20,353.68
						Total	20,858.64

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

www.treasurer.ca.gov/pmia-laif/laif.asp
 December 01, 2015

CITY OF HEMET

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

PMIA Average Monthly Yields

Account Number:
 98-33-362

Tran Type Definitions

October 2015 Statement

Effective Date	Transaction Date	Tran Type	Confirm Number	Authorized Caller	Amount
10/14/2015	10/14/2015	RW	1480646	DONNA ROWLEY	-5,000,000.00
10/15/2015	10/14/2015	QRD	1480832	SYSTEM	20,353.68

Account Summary

Total Deposit:	20,353.68	Beginning Balance:	25,278,517.97
Total Withdrawal:	-5,000,000.00	Ending Balance:	20,298,871.65

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	776,803.08	302,771.66	(0.00)	0.00	0.00	274,141.25	1,353,715.99
7/31/2015	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	776,803.08	302,771.66	(0.00)	0.00	0.00	274,141.25	1,353,715.99
8/31/2015	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	776,803.08	302,771.66	(0.00)	0.00	0.00	274,141.25	1,353,715.99
9/30/2015	Interest								0.00
	Transfer funds								0.00
	City of Hemet		(543,371.25)						(543,371.25)
	Debt Service								0.00
	Khov prepay (31 lots)								0.00
	Trust fees								0.00
	BALANCE	0.00	233,431.83	302,771.66	(0.00)	0.00	0.00	274,141.25	810,344.74
10/31/2015	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	233,431.83	302,771.66	(0.00)	0.00	0.00	274,141.25	810,344.74
	First American Treasury Oblig	810,344.74							
	US Treasury Notes, various								not carried on COH books
	Misc Assets	1.00							
		<u>810,345.74</u>							
	Cash held by FA, net of Escrow acct	810,344.74							
		0.00							

HEMET SUCCESSOR AGENCY to
Former Hemet Redevelopment Project Area
Cash W/Fiscal Agent: MUFG Union Bank N.A.
2014 Hemet Refunding Project TAB Series A

		Riverside County Public Financing - Fiscal Agent					City of Hemet as SA to former Hemet RDA							
Date	Activity	6712115701	6712115702	6712115703	6712115704	6712115705	6712115800	6712115801	6712115802	6712115803	6712115804	6712115805	6712115806	TOTAL All Accounts
		Revenue Fund	Interest Fund	Principal Fund	Bond Purchase Fund	Cost of Issuance Fund	SA to Hemet RDA 2014 TTE	Debt Service Fund	Interest Account	Principal Account	Reserve Account	Redemption Account	Refunding Fund	
7/31/2015	Interest							0.16						0.16
	Interfund transfer							(0.16)	0.16					0.00
	Debt Service from SA Hemet Redev													0.00
	Debt Service Pmt													0.00
	SA to Redevelopment Agy													0.00
	BALANCE	0.00	0.00	0.00	11,109,999.00	0.00	0.00	7,899.19	0.16	0.00	0.00	0.00	0.00	7,899.35
8/31/2015	Interest							0.59						1.18
	Interfund transfer							(797,822.47)	217,821.88	580,000.00				(0.59)
	Debt Service from SA Hemet Redev													0.00
	Debt Service Pmt							789,922.69						789,922.69
	SA to Redevelopment Agy													0.00
	BALANCE	0.00	0.00	0.00	11,109,999.00	0.00	0.00	0.00	217,822.63	580,000.00	0.00	0.00	0.00	797,822.63
9/30/2015	Interest								18.41					18.41
	Interfund transfer								6.73	(6.73)				0.00
	Debt Service from SA Hemet Redev				(580,000.00)				(217,821.88)	(579,993.27)				(797,815.15)
	Debt Service Pmt													0.00
	SA to Redevelopment Agy													0.00
	BALANCE	0.00	0.00	0.00	10,529,999.00	0.00	0.00	0.00	25.89	0.00	0.00	0.00	0.00	25.89
10/31/2015	Interest													0.00
	Interfund transfer													0.00
	Debt Service from SA Hemet Redev													0.00
	Debt Service Pmt													0.00
	SA to Redevelopment Agy													0.00
	BALANCE	0.00	0.00	0.00	10,529,999.00	0.00	0.00	0.00	25.89	0.00	0.00	0.00	0.00	25.89

Morgan Stanley Prime Instl 10,529,999.00
Municipal Bond Insurance - BAM 1.00 not carried on City books
Held by Fiscal Agent 10,530,000.00
0.00



Staff Report

TO: Honorable Mayor and Members of the Hemet City Council

FROM: David M. Brown, Chief of Police; Gary Thornhill, Interim City Manager

DATE: December 8, 2015

RE: Acceptance of 2015 State Homeland Security Program (SHSP) Grant for Purchase of Interoperable Handheld Radios

RECOMMENDED ACTION:

1. Accept the 2015 State Homeland Security Program Grant in the amount of \$78,267.
2. Approve the grant-funded purchase of thirteen (13) Harris handheld radios from vendor, Harris Corporation, in the amount of \$79,272.65.
3. Authorize the City Manager to approve the purchase requisition in the amount of \$79,272.65.
4. Authorize the finance department to establish an expenditure account and budget in the amount of \$78,267.

BACKGROUND:

This grant was awarded to Hemet Police Department following a competitive application process. The State Homeland Security Grant Program is one tool among a comprehensive set of measures authorized by Congress and implemented by the Administration to help strengthen the nation against risks associated with potential terrorist attacks, as well as support critical terrorism prevention activities.

DISCUSSION/ANALYSIS:

The police department proposes to participate in the Western State Contracting Alliance (WSCA) co-operative agreement per Hemet Municipal Code Section 2-329. WSCA creates multi-state contracts in order to achieve cost-effective and efficient acquisition of quality products and services. These contracts reduce individual state (and local) administrative costs and encourage competition and product availability through standard specifications. WSCA Contract (#02702 – Phase I) is a Cooperative Agreement for Public Safety Communication Equipment (Category 1 – Radios).

Section 2-329(a) of the Hemet Municipal Code states “the purchasing agent may participate in a cooperative purchasing agreement for the procurement of any supplies or equipment with any federal, state, county or local government agency when that agency has made their purchases in a cooperative manner.”

The vendor, Harris Corporation, is an authorized supplier of the Harris portable radio under the WSCA contract.

Several regional multi-agency law enforcement teams are currently using the Harris Unity portable radios for daily operations. With this purchase of thirteen radios, all officers in the field and the majority of the sworn personnel in the department will carry the same Harris multi-band radio having the capability to communicate with surrounding public safety agencies.

The Harris radio is P25 compliant which is a Homeland Security requirement.

PROJECT DESCRIPTION:

This grant will allow the Police Department to purchase thirteen (13) handheld radios for use by Patrol officers.

ANALYSIS:

A key theme in government funding for the past several years has been radio interoperability. The ability to communicate effectively is paramount to law enforcement and the community it serves. With crime, population, and calls for service continuing to increase and available funds decreasing, the Department needs to make sure that our officers can communicate effectively and safely.

COORDINATION AND REVIEW:

Coordination will be needed with the IT Department for programming of the radios and with the Finance Department to establish an expenditure account for this grant. The purchasing administrator has been consulted on this purchase.

CONSISTENCY WITH ADOPTED GOALS, PLANS, AND PROGRAMS:

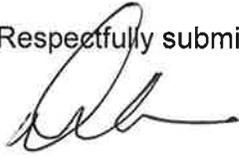
The acceptance of this grant is consistent with the adopted police department 5-year strategic plan, strategic priority #2, smart policing. It also allows the department to continue to fund needed equipment from sources other than the General Fund in support of the city's 5-year financial plan.

FISCAL IMPACT:

No impact to the General Fund. This is a reimbursement grant. An additional \$1,004.78 will be paid out of the 13/14 State COPS Allocation to cover the full purchase price of the radios.

The grant requires that a funding risk assessment and quarterly reports be submitted, and the City will complete all work within the performance period. Additionally, an updated equipment inventory will be maintained and all documents must be retained for a period of no less than three years after the close out notification is received from the state.

Respectfully submitted,



David M. Brown
Chief of Police

Fiscal Review:



Jessica A. Hurst
Deputy City Manager/
Administrative Services

Attachment: Harris Corporation Quote Hemet 100P



Harris Corporation, RF Communications
 Public Safety and Professional Communications
 221 Jefferson Ridge Parkway
 Lynchburg, Virginia 24501
 Phone: 1-800-368-3277
 Fax: 321-409-4393

Customer Name: Crystal Robinson
 Title: Procurement Administrator
 Organization/Agency: City of Hemet
 Telephone Number: 951-765-2348
 Email Address: crobinson@cityofhemet.org

Date: 11/13/15
 Point of Contact: Mark Fletcher
 Title: Sales Manager
 Phone: 951-457-2966
 Email Address: mlfletc04@harris.com
 Quote created by: K. Markis
 Quote Name: Hemet 100P

Item	Part Number	Description	Qty	List Price	Discount	Sale Price	Extended Sale
10	XP-100F	Portable,XG-100P,136-870MHz,Immersible	13	\$4,010.00	26%	\$2,967.40	\$ 38,576.20
20	XPPL4B	FEATURE PACKAGE, P25 TRUNKING	13	\$1,500.00	26%	\$1,110.00	\$ 14,430.00
30	XPPL4C	Feature Package,P25 Encryption	13	\$ 695.00	26%	\$ 514.30	\$ 6,685.90
40	XPPL5L	Feature,OTAR	13	\$ 595.00	26%	\$ 440.30	\$ 5,723.90
50	XPPL4F	Feature,Phase II TDMA	13	\$ 250.00	26%	\$ 185.00	\$ 2,405.00
60	XPPA3A	Battery,Li-Polymer	13	\$ 140.00	26%	\$ 103.60	\$ 1,346.80
70	XPNC8C	6" ANTENNA,UNITY,160-870MHZ,HELICAL (IS)	13	\$ 100.00	26%	\$ 74.00	\$ 962.00
80	XPAE4B	Speaker Microphone,Emer Button	13	\$ 175.00	26%	\$ 129.50	\$ 1,683.50
90	XPHC3L	Belt Clip,Metal	13	\$ 25.00	26%	\$ 18.50	\$ 240.50
100	XPCH4A	Charger,1-Bay,Unity Portable	13	\$ 140.00	26%	\$ 103.60	\$ 1,346.80
						Sub-Total	\$ 73,400.60
						Sales Tax 8%	\$ 5,872.05
						TOTAL	\$ 79,272.65

Terms and Conditions:

1. Acceptance of this quote in the form of an order released to Harris constitutes acceptance of Harris Corporation's Standard Terms and Sale, unless otherwise agreed to by both parties or noted by contract reference herein. The most current version of Harris Corporation Standard Terms and Conditions of Sale (available at <http://www.pspc.harris.com/Service/CustomService.asp>) are incorporated herein by reference and apply unless a superseding overriding agreement exists between the two companies.
2. This document contains Harris Corporation proprietary information. All information provided shall not be disclosed nor duplicated for any purpose other than to evaluate this proposal. No further disclosure, reproduction, or use of any part thereof may be made except with Harris' prior written approval.
3. These items/technical data are controlled by the United States government and cannot be exported from the United States or shared with a Foreign National without prior approval from the United States government. Delivery is dependent on receipt of an export license, when applicable.
4. Pricing does not include installation, programming, taxes (if applicable), or shipping (if applicable). These items may be waived based on the terms and conditions which are applicable to this quote (Items 1 and/or 6) and could be subject to change.
5. Pricing valid 60 days from quotation date unless otherwise noted.
6. Purchase order subject to a participating addendum being in place, as well as Terms and Conditions in WSCA Contract (02702). Please reference MBP# 23164. Shipping is FOB ground destination.

Purchase Order requirements:

Purchase Order issued to Harris Corporation - PSPC - 221 Jefferson Ridge Parkway - Lynchburg, VA 24501

The Purchase Order should include the following references:

Quote Name, Contract, and/or MBP# reference as noted in #6 above

All orders must contain valid model number, quantity, and price for each item

Frequencies must be supplied with order if applicable

Requested Delivery Date; If related to Grant Funding, important to provide Grant name, Agency, deadline and product receipt deadline, when applicable.

Shipping will default to Best Way, 5 day ground, unless otherwise specific. Special shipping/delivery instructions (ex. Delivery lift gate required?) must be noted if applicable. Non Standard packing will be billed to the customer.

Bill to and Ship to addresses must be included. If account number is available, please provide. If you have not ordered from Harris (or an authorized Harris dealer) before, please provide contact information to enable account setup.



Staff Report

TO: Honorable Mayor and Members of the Hemet City Council

FROM: Gary Thornhill, Interim City Manager *GT*
Deanna Elliano, Community Development Director *DE*

DATE: December 8, 2015

RE: Approval of Third Amendment to the Agreement for Consultant Services between the City of Hemet and Moore Iacofano Goltsman, Inc. (MIG) for Contract Planning Services

RECOMMENDED ACTION:

It is respectfully recommended that the City Council:

- 1. Approve the Third Amendment to the Consultant Services Agreement between the City of Hemet and Moore Iacofano Goltsman, Inc. (MIG), maintaining the original contract pricing and extending the term of the Agreement to June 30, 2016, and expanding the scope of services and compensation by an additional \$45,000 for a total not to exceed contract amount of \$165,000; and*
- 2. Authorize the Interim City Manager to execute the Third Amendment to the Contract Agreement with MIG, Inc. with funding allocated under the existing FY 15-16 Planning Division budget and associated developer deposits.*

BACKGROUND:

On November 1, 2014, the City entered into a one-year agreement with Moore Iacofano Goltsman, Inc. (MIG) for advanced planning services, and assigned the contract planner Ms. Nancy Gutierrez. The original contract specified a maximum amount of \$48,000, unless additional services and compensation were subsequently authorized by the City Council.

On April 28, 2015 the First Amendment to the contract was approved which extended the contract period to October 30, 2015 and allowed for an additional \$24,000 in compensation to the original contract. Due to the need to complete ongoing projects, on July 28, 2015 the Second Amendment to the contract was approved which extended the contract period to December 31, 2015 and added to the scope of services and compensation an additional \$48,000, for an overall total contract amount not to exceed of \$120,000. The proposed Third Amendment would continue the work effort and contract period to June 30, 2016 and add to the scope of services and compensation an additional \$45,000 for an overall total contract amount not to exceed of \$165,000.

The Consultant primarily assists the Community Development Director and the department in performing Advanced Planning projects such as the Annexation 14-001, bringing the City's zoning ordinance and zoning map into compliance with the City's General Plan (General Plan Consistency

Program), updating the zoning ordinance, updating the Planning Department applications and procedures, and participating with the Director in review regional plans and to help ensure Hemet's best interests are addressed. The necessary completion of these tasks will extend beyond the current contract term and authorization amount.

The Planning Division is seeking an amendment to the contract term and compensation in order to complete the various ongoing projects, pursuant to the Third Amendment to the Contract (Attachment 1). Funding for the contract amendment is currently available under existing developer deposit accounts set up for these projects, and through the allocated funding for advance planning projects within the FY 15/16 Planning Division budget.

The Moore, Iacofano, Goltsman, Inc. (MIG) assigned contract planner, Nancy Gutierrez, has consistently provided exceptional and timely service to the Planning Division, and continues to meet all elements of the contract. The Consultant has provided the City with a high degree of planning expertise, professionalism, and responsiveness to the City's project applicants, at a very reasonable cost.

FISCAL IMPACT:

The Planning Division has available funds for the additional consultant services in Developer- Paid Deposit Accounts created for those projects to which the contract planner is assigned, and in its departmental budget to cover the costs associated with the contract planner's participation in City-initiated planning projects, such as the General Plan Consistency project. Therefore, there is no impact or additional allocation from the City's general fund required as a result of this request. The Department's use of contract planning consultants on a limited basis for specialized projects enables us to achieve quality results at the lowest possible cost to the City.

Respectfully submitted,



Deanna Elliano
Community Development Director

Fiscal Review:



Jessica Hurst
Deputy City Manager/Admin Services Director

Attachment:

- 1) Proposed Third Amendment to Agreement for Consultant Services with Moore, Iacofano, Goltsman, Inc. (MIG)

**THIRD AMENDMENT TO
CONSULTANT SERVICES AGREEMENT**

by and between

the

CITY OF HEMET

and

MOORE IACOFANO GOLTSMAN, INC
a California Corporation

Dated December 8, 2015

THIRD AMENDMENT TO CONSULTANT SERVICES AGREEMENT

This Third Amendment to the Consultant Services Agreement (“Third Amendment”), which is dated for reference as indicated on the cover page, is hereby entered into by and between the CITY OF HEMET, a California general law city (“City”), and MOORE IACOFANO GOLTSMAN, a California Corporation (“Contractor”), as follows:

RECITALS

- A. City and Consultant entered in an agreement for planning consultant services on November 1, 2014 (“Agreement”). The Agreement provides that the Contractor will assist the Planning Division of the Community Development Department with advanced planning projects and other specified projects as set forth in the Scope of Services.
- B. Section 1 of the original Agreement set the term of the agreement as ending June 30, 2015 and Section 4 established compensation through the end of the term for a not-to-exceed amount of \$48,000.
- C. The First Amendment, dated April 28, 2015, amended Section 2 and Exhibit A to add additional tasks to the Scope of Services, and amended Section 4 to add additional compensation of up to \$24,000, for a total not-to-exceed contract amount of \$ 72,000.
- D. The Second Amendment, dated July 28, 2015, amended Section 1 to extend the term of the contract to December 31, 2015, amended Section 2 to update the scope of services, and Section 4 to increase the compensation accordingly by an additional \$48,000, for a total contract amount not to exceed of \$120,000.
- E. This Third Amendment amends Section 1 to extend the term of the contract to June 30, 2016, amends Section 2 and Exhibit A to further update the scope of services, and amends Section 4 to increase the compensation accordingly by an additional \$45,000, for a total contract amount not to exceed \$165,000 for the duration of the term.

OPERATIVE PROVISIONS

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

- 1. **AMENDMENT.** The Agreement is hereby modified and amended as follows:
 - 1.1 **Section 1 Term of Agreement.** Consultant agrees to perform the Scope of Services through June 30, 2016.
 - 1.2 **Section 2 & Exhibit A Scope of Services.** The Scope of Services referenced in Section 2 and attached as Exhibit “A” to the Agreement is hereby replaced with EXHIBIT “A” (Scope of Services) to this Third Amendment. Consultant agrees to perform the services as set forth in EXHIBIT “A” hereto.

1.3 **Section 4 & Exhibit B Compensation and Method of Payment.** The total compensation not-to-exceed amount listed in Section 4(a) of and Exhibit "B" to the Agreement shall be increased to \$165,000.

2. GENERAL PROVISIONS.

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

2.2 **Integration.** This Third Amendment consists of pages 1 through 7 inclusive, which constitute the entire understanding and agreement of the parties and supersedes all negotiations or previous agreements between the parties with respect to all or any part of the transaction discussed in this Third Amendment.

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

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

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

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

CITY:

THE CITY OF HEMET

By: _____
Gary Thornhill, Interim City Manager

Date: _____

ATTEST:

Sarah McComas, City Clerk

Date: _____

APPROVED AS TO FORM

Eric S. Vail, City Attorney

CONTRACTOR:

MOORE IACOFANO GOLTSMAN, INC.

By: _____

Name: Daniel Iacofano

Title: CEO

By: _____

Name: Susan Goltsman

Title: President

EXHIBIT "A"

EXTENDED SCOPE OF SERVICES

I. Consultant will perform the following Services as directed by the City of Hemet Community Development Director:

- A. Continue with the work effort associated with the updating of the City's zoning ordinance and zoning map to establish consistency with the recently updated General Plan. Prepare updates to the articles of Chapter 90 (Zoning) for consistency with the General Plan and updated as necessary. Upon completion of the remaining zone ordinance amendments, the consultant will finalize the associated zone map amendments and ordinances, and prepare staff reports for Planning Commission and City Council meetings as directed.
- B. Continue with the work effort of updating and streamlining of the Planning Division's development review process to enhance opportunities for cost recovery of staff time and resources. Tasks include updating applications and procedures in other jurisdictions, researching and critiquing internal procedures both within the Division and between other Divisions and Departments, preparing draft procedures and applications for review and consideration by City staff, revising and updating as directed, and working with staff to implement the new procedures and documentation.
- C. Assist in coordinating with LAFCO and city departments and other agencies the transition of the 995 acre Southwest Hemet Annexation 14-001 annexation area from Riverside County to the City of Hemet.
- D. Assist in providing technical review and data coordination for regional plans including the WRCOG and the SCAG RTP/SCS plan.
- E. Assist in the selection and management of a consultant to prepare the applicable City of Hemet plan based on the WRCOG Sub-regional CAP.
- F. Attend staff, Planning Commission, City Council and other meetings as requested by the Director.

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

- A. Research data and analysis, maps, meeting minutes, project management memos, draft documents, and other written work as requested by the Director.
- B. Written staff reports as requested by the Director.
- C. Letters and memoranda, on the City's behalf, as assigned by the Director.

- III. During performance of the Services, Consultant will keep the City apprised of the status of performance by delivering the following status reports:**
- A. Monthly invoice justification.
 - B. Weekly status meetings or conference calls with the Community Development Director or her designee.
- IV. The tangible work products and status reports will be delivered to the City pursuant to the following schedule:**
- A. Staff reports for development or City-initiated projects will be provided 10 days prior to public hearing.
 - B. Letters and memoranda will be provided 10 days prior to signature.
- V. Consultant will utilize the following personnel to accomplish the Services:**
- A. Nancy G. Gutierrez
- VI. Consultant will utilize the following subcontractors to accomplish the Services:**
- A. None
- VII. AMENDMENT**

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



Staff Report

TO: Honorable Mayor and Members of the Hemet City Council

FROM: Gary Thornhill, Interim City Manager *GT*
Deanna Elliano, Community Development Director; *DE*

DATE: December 8, 2015

RE: Approval of Third Amendment to the Consultant Services Agreement between the City of Hemet and BMLA, Inc. for Contract Planning Services

RECOMMENDED ACTION:

It is respectfully requested that the City Council:

1. *Approve the Third Amendment to the Consultant Services Agreement between the City of Hemet and BMLA, Inc., maintaining the original contract pricing and extending the term of the Agreement to June 30, 2016, and updating the scope of services; and*
2. *Authorize the Interim City Manager to execute the Third Amendment to Contract Agreement with BMLA, Inc.*

BACKGROUND:

The City originally entered into a one-year contract with the consulting firm BMLA, Inc. on November 1, 2014 for contract planning services that have been provided to the City by the assigned planning consultant, Mr. Ron Running. A major portion of the consultant's time and services are associated with assisting the Community Development Director in processing complex development projects that are still on-going, and include the implementation of the Sun Edison Project, the Ramona Creek Specific Plan Development Agreement, updates to the Scenic Highway Setback manual, the MSHCP coordination efforts in West Hemet, and the City's Master Plan of Drainage Update.

The original contract approved in November, 2014 was for a not to exceed amount of \$48,000. On April 28, 2015 the First Amendment to the contract was approved which extended the contract period to the end of the Fiscal Year 2014-2015 (June 30, 2015) and allowed for an additional \$20,000 in compensation. A Second Amendment was approved by Council on July 28, 2015 which extended the period to December 31, 2015 and increased the compensation an additional \$50,000 for a total contract amount not to exceed \$118,000. The funding for this contract has primarily been through developer-paid deposit accounts associated with the specific projects, or budgeted funds in the Planning Division Professional Services account.

The Planning Division is seeking an amendment to the contract term to June, 2016 in order to continue the various ongoing projects, and to update the scope of services to be performed. No additional compensation is being requested with this Third Amendment to the contract.

BMLA's services have consistently provided exceptional and timely professional expertise to the Planning Division, and continue to meet all elements of the contract and the Division's customer service objectives. The contract has provided the City with a high degree of planning expertise, knowledge of the City, and professionalism at a very reasonable cost.

FISCAL IMPACT:

No additional compensation or funding allocation is required for this amendment to the contract. The Department's use of contract planning consultants on a limited basis for specialized projects enables us to achieve quality results at the lowest possible cost to the City.

Respectfully submitted,

Fiscal Review:



Deanna Elliano
Community Development Director



Lorena Rocha for Jessica Hurst
Jessica Hurst
Deputy City Manager/Admin Services Director

Attachment:

- 1) Proposed Third Amendment to Agreement for Consultant Services with BMLA, Inc.

**THIRD AMENDMENT TO
CONSULTANT SERVICES AGREEMENT**

by and between

the

CITY OF HEMET

and

BMLA, INC
a California Corporation

Dated December 8, 2015

THIRD AMENDMENT TO CONSULTANT SERVICES AGREEMENT

This Third Amendment to the Consultant Services Agreement (“Third Amendment”), which is dated for reference as indicated on the cover page, is hereby entered into by and between the CITY OF HEMET, a California general law city (“City”), and BMLA a California Corporation (“Contractor”), as follows:

RECITALS

- A. City and Consultant entered in an agreement for planning consultant services on November 1, 2014 (“Agreement”). The Agreement provides that the Contractor will assist the Planning Division of the Community Development Department with advanced planning projects and other specified projects as set forth in the Scope of Services.
- B. Section 1 of the original Agreement set the term of the agreement as ending June 30, 2015 and Section 4 established compensation through the end of the term for a not-to-exceed amount of \$48,000.
- C. The First Amendment, dated April 28, 2015, amended Section 2 and Exhibit A to add additional tasks to the Scope of Services, and amended Section 4 to add additional compensation of up to \$20,000, for a total not-to-exceed contract amount of \$ 68,000.
- D. The Second Amendment, dated July 28, 2015, amended Section 1 to extend the term of the contract to December 31, 2015, amended Section 2 to update the scope of services, and Section 4 to increase the compensation accordingly by an additional \$50,000, for a total contract amount not to exceed of \$118,000.
- E. This Third Amendment amends Section 1 to extend the term of the contract to June 30, 2016, and amends Section 2 and Exhibit A to further update the scope of services. There is no change in the rate or amount of compensation associated with this Third Amendment.

OPERATIVE PROVISIONS

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

1. **AMENDMENT.** The Agreement is hereby modified and amended as follows:
 - 1.1 **Section 1 Term of Agreement.** Consultant agrees to perform the Scope of Services through June 30, 2016.
 - 1.2 **Section 2 & Exhibit A Scope of Services.** The Scope of Services referenced in Section 2 and attached as Exhibit “A” to the Agreement is hereby replaced with EXHIBIT “A” (Scope of Services) to this Third Amendment. Consultant agrees to perform the services as set forth in EXHIBIT “A” hereto.

2. GENERAL PROVISIONS.

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

2.2 **Integration.** This Third Amendment consists of pages 1 through 7 inclusive, which constitute the entire understanding and agreement of the parties and supersedes all negotiations or previous agreements between the parties with respect to all or any part of the transaction discussed in this Third Amendment.

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

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

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

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

CITY:

THE CITY OF HEMET

By: _____
Gary Thornhill, Interim City Manager

Date: _____

ATTEST:

Sarah McComas, City Clerk

Date: _____

APPROVED AS TO FORM

Eric S. Vail, City Attorney

CONTRACTOR:

BMLA, INC.

By: _____

Name: Baxter Miller

Title: President

By: _____

Name: Debra L. Dematteis-Miller,

Title: CFO/Treasurer

EXHIBIT "A"

EXTENDED SCOPE OF SERVICES

I. Consultant will perform the following Services as directed by the City of Hemet Community Development Director:

- A. Review and participation regarding the Ramona Creek Specific Plan Development Agreement, and associated implementation tasks as assigned.
- B. Project review assistance for other major development projects as may include: the Stetson Crossing Specific Plan project, Rancho Diamante/Page Ranch development project and its planning applications, future M.W.D. development projects, and/or other projects as assigned by the Community Development Director.
- C. Project management and coordination of the HANS applications for the Riverside Multiple Species Habitat area in West Hemet and participation in coordination meetings with RCA and the City.
- D. Continued participation in the review and coordination efforts for the West Hemet Master Plan of Drainage.
- E. Continued coordination and management of the Tres Cerritos Vernal Pool Conservation easement with wildlife and Indian agencies.
- F. Attendance at staff meetings, Planning Commission, City Council and other meetings required for project review and management.
- G. Preparation of written reports, as required, for development project review or City-initiated planning cases, as may be assigned.
- H. Review of landscape plans and specifications, as required for the Sun Edison Solar project and updates of plans and plant pallets to the Scenic Highway Setback Manual.
- I. Review and comment on project Environmental Impact reports, traffic studies, acoustical studies, biological reports, and other associated documentation, as may be directed.

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

- A. Research data and analysis, maps, meeting minutes, project management memos, draft documents, and other written work as requested by the Director.
- B. Written staff reports as requested by the Director.
- C. Letters and memoranda, on the City's behalf, as assigned by the Director.

III. During performance of the Services, Consultant will keep the City apprised of the status of performance by delivering the following status reports:

- A. Monthly invoice justification.
- B. Weekly status meetings or conference calls with the Community Development Director or her designee.

IV. The tangible work products and status reports will be delivered to the City pursuant to the following schedule:

- A. Staff reports for development or City-initiated projects will be provided 10 days prior to public hearing.
- B. Letters and memoranda will be provided 10 days prior to signature.

V. Consultant will utilize the following personnel to accomplish the Services:

- A. Ronald K. Running

VI. Consultant will utilize the following subcontractors to accomplish the Services:

- A. None

VII. AMENDMENT

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



Staff Report

TO: Honorable Mayor and Members of the Hemet City Council

FROM: Gary Thornhill, Interim City Manager *[Signature]*
Deanna Elliano, Community Development Director; *[Signature]*

DATE: December 8, 2015

RE: Approval of Agreement for Services between the City of Hemet and BMLA, Inc. for contract planning assistance regarding the Hemet Downtown Specific Plan Project

RECOMMENDED ACTION:

It is respectfully requested that the City Council:

1. *Approve the Consultant Services Agreement between the City of Hemet and BMLA, Inc., for a not-to-exceed amount of \$55,000, and establish the contract term ending June 30, 2016; and*
2. *Authorize the Interim City Manager to execute the Contract Agreement with BMLA, Inc., and appropriate the funding from the Downtown Specific Plan (Account #120-1700-2706) approved in the FY 15-16 Planning Division Budget.*

BACKGROUND:

The Community Development Department has previously utilized the services of BMLA, Inc. (represented by Mr. Ron Running) to prepare the grant for the Downtown Hemet Specific Plan which was awarded in January 2015, and the work effort commenced in March of 2015. Since that time, Mr. Running has assisted the Director in managing the project and working with the consultant team in coordinating meetings, community outreach, review of background analysis and land use concepts, and conducting land use surveys.

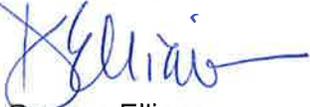
The Planning Division is seeking to establish a separate contract with BMLA exclusively for work on the Downtown Specific Plan, as opposed to being combined with general contract planning services. This approach also provides more clarity for the City's budgeting and accounting purposes. The Scope of Services in the attached Agreement continues the various ongoing tasks associated with the Downtown Specific Plan project, as well as additional tasks for more detailed project related services and environmental review. The term of the Contract would run to June 30, 2016 to coincide with the end of the fiscal year. Funding for the Contract is currently available under the approved budget for the Downtown Specific Plan, as part of the Planning Division budget for FY 15/16.

BMLA's services have consistently provided exceptional and timely professional expertise to the Planning Division, and continue to meet all elements of the contract and the Division's customer service objectives. The contract has provided the City with a high degree of planning expertise, knowledge of the City, and professionalism at a very reasonable cost.

FISCAL IMPACT:

The Planning Division budget approved for FY 15-16 has available funds allocated for contract planning services for the Downtown Specific Plan work effort. Therefore, there is no impact or additional allocation from the City's general fund required as a result of this request. The Department's use of contract planning consultants on a limited basis for specialized projects enables us to achieve quality results at the lowest possible cost to the City.

Respectfully submitted,



Deanna Elliano
Community Development Director

Fiscal Review:



Jessica Hurst
Deputy City Manager/Admin Services Director

Attachment:

- 1) Proposed Agreement for Services with BMLA, Inc. for the Downtown Specific Plan

AGREEMENT FOR SERVICES

By and Between

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

and

**BMLA, INC.
a California corporation**

**AGREEMENT FOR SERVICES
BETWEEN
THE CITY OF HEMET, CALIFORNIA
AND
BMLA, INC.**

This Agreement for Services ("Agreement") is entered into as of this 8th day of December, 2015 by and between the City of Hemet, a municipal corporation ("City") and BMLA, Inc., a California corporation ("Service Provider"). City and Service Provider are sometimes hereinafter individually referred to as "Party" and hereinafter collectively referred to as the "Parties."

RECITALS

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

B. Service Provider, following submission of a quote 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 shall be completed by June 30, 2016, commencing on the date first ascribed above.

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 Fifty-Five Thousand Dollars (\$55,000), unless additional compensation is approved in writing in accordance with Section 26 "Administration and Implementation" or Section 28 "Amendment" of this Agreement.

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

(c). In the event any charges or expenses are disputed by City, the original invoice shall be returned by City to Service Provider for correction and resubmission.

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

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

SECTION 5. INSPECTION AND FINAL ACCEPTANCE.

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

SECTION 6. OWNERSHIP OF DOCUMENTS.

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

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

SECTION 7. SERVICE PROVIDER'S BOOKS AND RECORDS.

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

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

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

SECTION 8. INDEPENDENT CONTRACTOR.

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

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

or any of Service Provider's officers, employees, or agents are in any manner officials, officers, employees or agents of City.

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

SECTION 9. STANDARD OF PERFORMANCE.

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

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

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

SECTION 11. PREVAILING WAGE LAWS

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

SECTION 12. NONDISCRIMINATION.

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

SECTION 13. UNAUTHORIZED ALIENS.

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

SECTION 14. CONFLICTS OF INTEREST.

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

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

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

SECTION 15. CONFIDENTIAL INFORMATION; RELEASE OF INFORMATION.

(a) All information gained or work product produced by Service Provider in performance of this Agreement shall be considered confidential, unless such

information is in the public domain or already known to Service Provider. Service Provider shall not release or disclose any such information or work product to persons or entities other than City without prior written authorization from the City Manager, except as may be required by law.

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

(c) If Service Provider, or any officer, employee, agent or subcontractor of Service Provider, provides any information or work product in violation of this Agreement, then City shall have the right to reimbursement and indemnity from Service Provider for any damages, costs and fees, including attorney's 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 attorney's 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 attorney's 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: BMLA, Inc
Attn: Debra Dematteis-Miller
310 North Joy Street
Corona, CA 92879

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

Gary Thornhill
Interim City Manager

ATTEST:

Sarah McComas
City Clerk

APPROVED AS TO FORM

Eric S. Vail
City Attorney

By: _____
Baxter Miller
Its: President

By: _____
Debra Mematteis-Miller
Its: CFO/Treasurer

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.

A notary public or other officer completing this certificate verifies only the identity of the individual who signed the document to which this certificate is attached, and not the truthfulness, accuracy, or validity of that document.

ALL-PURPOSE ACKNOWLEDGMENT NOTARY FOR CALIFORNIA

STATE OF CALIFORNIA)
COUNTY OF RIVERSIDE)
COUNTY OF RIVERSIDE)

On _____, 2015, before me, _____,
Date Name And Title Of Officer (e.g. "Jane Doe, Notary Public")

personally appeared _____,
Name of Signer(s)

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

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

WITNESS my hand and official seal.

Signature of Notary Public

OPTIONAL

Though this section is optional, completing this information can deter alternation of the document or fraudulent reattachment of this form to an unintended document.

Table with 2 columns: CAPACIT(IES) CLAIMED BY SIGNER(S) and DESCRIPTION OF ATTACHED DOCUMENT. Rows include fields for Signer's Name, Title(s), Partner(s), Attorney-In-Fact, Trustee(s), Guardian/Conservator, Other, and Signer is representing.

A notary public or other officer completing this certificate verifies only the identity of the individual who signed the document to which this certificate is attached, and not the truthfulness, accuracy, or validity of that document.

ALL-PURPOSE ACKNOWLEDGMENT NOTARY FOR CALIFORNIA

STATE OF CALIFORNIA)
COUNTY OF RIVERSIDE)

On _____, 2015, before me, _____,
Date Name And Title Of Officer (e.g. "Jane Doe, Notary Public")
personally appeared _____,
Name of Signer(s)

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

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

WITNESS my hand and official seal.

Signature of Notary Public

OPTIONAL

Though this section is optional, completing this information can deter alternation of the document or fraudulent
reattachment of this form to an unintended document.

CAPACIT(IES) CLAIMED BY SIGNER(S) DESCRIPTION OF ATTACHED DOCUMENT
Signer's Name: _____
Individual
Corporate Officer
Partner(s) Limited
General
Attorney-In-Fact
Trustee(s)
Guardian/Conservator
Other: _____
Title(s) Title or Type of Document
Number Of Pages
Date Of Document
Signer is representing:
Name Of Person(s) Or Entity(ies)
Signer(s) Other Than Named Above

EXHIBIT "A"
SCOPE OF SERVICES

I. Service Provider will perform the following Services:

- A. Review and assist Director in the management of the Downtown Hemet Specific Plan project and its planning applications to completion of entitlements and implementation tasks as assigned.
- B. Project review assistance for development projects in the Downtown Specific Plan area, and/or other projects as assigned by the Community Development Director.
- C. Preparation of materials and attendance at Downtown Advisory Committee meetings, staff meetings, Planning Commission, City Council and other meetings required for project review and management of the Downtown Specific Plan project.
- D. Preparation of written reports for the Downtown Specific Plan project, as or City-initiated planning cases, as may be assigned.
- E. Preparation of plans and drawings, as may be required, for façade improvements for various downtown Hemet properties, and review of architectural and design treatments.
- F. Preparation of other grant application materials and reports for implementation of the Downtown Specific Plan, as assigned.
- G. Review and comment on project Environmental Impact reports, traffic studies, acoustical studies, biological reports, and other associated documentation, as may be directed for the Downtown Hemet Specific Plan project.
- H. Coordination of graphic exhibits and map production associated with the Downtown Hemet Specific Plan project.

II. As part of the Services, Service Provider will prepare and deliver the following tangible work products to the City:

- A. Written staff reports and analysis associated with the Downtown Hemet Specific Plan project.
- B. Letters, exhibits, maps and memoranda, on the City's behalf, concerning the Downtown Hemet Specific Plan project.

III. During performance of the Services, Service Provider will keep the City appraised of the status of performance by delivering the following status reports:

- A. Monthly invoice justification.
- B. Weekly status meetings or conference calls with the Community Development Director or her designee.

IV. The tangible work products and status reports will be delivered to the City pursuant to the following schedule:

- A. Staff reports for downtown projects will be provided 20 days prior to public hearing.
- B. Letters and memoranda will be provided 10 days prior to signature.

V. Service Provider will utilize the following personnel to accomplish the Services:

- A. Ronald K. Running
- B. Baxter Miller
- C. Steve Sherrill
- D. Jeff Trojanowski

VI. Service Provider will utilize the following subcontractors to accomplish the Services:

- A. None

EXHIBIT "B"
COMPENSATION

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

A. Principal	\$150/hr
B. Project Planner	\$115/hr
C. Landscape Architect	\$100/hr
D. Landscape Designer	\$85/hr

II. The total compensation for the Services shall not exceed \$55,000, as provided in Section 4 "Compensation and Method of Payment" of this Agreement.

EXHIBIT "C" INSURANCE

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

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

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

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

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

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

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

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

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

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

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

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

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

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

2. Commercial General Liability and Automobile Liability Coverages.

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

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

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

(4) Any failure to comply with the reporting or other provisions of the insurance policies, including breaches of warranties, shall not affect coverage

provided to City, and its respective elected and appointed officers, officials, employees or volunteers.

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

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

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

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

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



Staff Report

TO: Honorable Mayor and Members of the Hemet City Council

FROM: Gary Thornhill, Interim City Manager *GT*
Deanna Elliano, Community Development Director *DE*

DATE: December 8, 2015

RE: Approval of an Agreement for Services between the City of Hemet and Disability Access Consultants for preparation of an Americans with Disabilities Act (ADA) Self-Evaluation and Transition Plan.

RECOMMENDED ACTION:

It is respectfully recommended that the City Council:

1. *Approve the Agreement for Services between the City of Hemet and Disability Access Consultants for preparation of an Americans with Disabilities Act (ADA) Self-Evaluation and Transition Plan; and*
2. *Authorize the Interim City Manager to execute the Contract Agreement with Disability Access Consultants in the amount \$69,850 in accordance with the funding allocated in the City's approved FY 15-16 Capital Improvement Plan (CIP) for this purpose*

BACKGROUND:

In November 2014, Cal-Trans conducted an Americans with Disabilities Act (ADA) audit of the City. The audit determined that the City needed to prepare an ADA Self-Evaluation and Transition Plan of all city-owned buildings, facilities, parking lots, sidewalks, and public rights-of-way. Additionally, the U.S. Department of Housing and Urban Development (HUD) also requires that cities have an updated ADA Transition Plan. The first step in achieving compliance with State and Federal accessibility regulations is the preparation of a Self-Evaluation and Transition Plan of all city streets and facilities to determine the type and location of each "accessibility barrier" and prepare a plan to enhance accessibility for disabled persons.

Disability Access Consultants (DAC) has extensive experience in the evaluation of program and facility accessibility. DAC has been in business for over 17 years and has completed hundreds of self-evaluation and transition plans. Additionally, DAC offers a service not provided by any other accessibility consultant - an accessibility management software called DACTrak that manages current and future accessibility issues, updates deficiency status, and generates reports to show progress in meeting Transition Plan requirements. DACTrak will be provided to the City as no cost for two years. If the City chooses to continue using the program after the term of the agreement, it could purchase a license with DAC. In addition, all data compiled for the evaluation and plan is the property of the City and will be provided to the City in an Excel format for our ongoing use. The City negotiated the

contract scope and price with DAC, consistent with the available funding resources, and DAC is able to start the work effort immediately after execution of the contract.

As part of the accessibility contract, DAC will:

- Review City accessibility policies, procedures, and programs and make recommendations for compliant standards and specifications.
- Compare the 2010 ADA standards with the California Building Code and determine appropriate standards for use in the field surveys of City facilities.
- Conduct field surveys of all City buildings, parks, and facilities to identify physical barriers and input the data into the DACTrak system.
- Make recommendations on barrier removal including costs and prioritization.
- Train City staff on using DAKTrak and on the programmatic and administrative aspects of the ADA.
- City staff will provide an assessment of the sidewalks and intersections using the data collected in the Cartigraph system in an effort to reduce the overall cost of the evaluation
- Prepare a Transition Plan that meets State and Federal requirements by identifying accessibility barriers, determining a method for removing each barrier, providing a schedule for barrier removal, and establishing procedures for addressing future accessibility issues.

FISCAL IMPACT:

Funds were appropriated for the preparation of this ADA Self Evaluation and Transition Plan as part of the FY 2015-16 Capital Improvement Budget. Therefore, there is no impact or additional allocation from the City's general fund required as a result of this request.

Respectfully submitted,



Deanna Elliano
Community Development Director

Fiscal Review:



Jessica Hurst
Deputy City Manager/Admin Services Director

Attachment:

- 1) Agreement for Consultant Services with Disability Access Consultants
- 2) Disability Access Consultants proposal for Accessibility Services, dated Nov. 30, 2015

AGREEMENT FOR SERVICES

By and Between

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

and

**DISABILILTY ACCESS CONSULTANTS
a Limited Liability Company (LLC)**

**AGREEMENT FOR SERVICES
BETWEEN
THE CITY OF HEMET, CALIFORNIA
AND
DISABILITY ACCESS CONSULTANTS**

This Agreement for Services ("Agreement") is entered into as of this 8th day of December, 2015 by and between the City of Hemet, a municipal corporation ("City") and Disability Access Consultants, a Limited Liability Company ("Service Provider"). City and Service Provider are sometimes hereinafter individually referred to as "Party" and hereinafter collectively referred to as the "Parties."

RECITALS

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

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

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

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

OPERATIVE PROVISIONS

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

SECTION 1. TERM OF AGREEMENT.

Subject to the provisions of Section 20 "Termination of Agreement" of this Agreement, the Term of this Agreement is for one year commencing on the date first ascribed above.

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-nine thousand eight hundred and fifty dollars (\$69,850), unless additional compensation is approved in writing in accordance with Section 26 "Administration and Implementation" or Section 28 "Amendment" of this Agreement.

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

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

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

SECTION 5. INSPECTION AND FINAL ACCEPTANCE.

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

SECTION 6. OWNERSHIP OF DOCUMENTS.

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

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

SECTION 7. SERVICE PROVIDER'S BOOKS AND RECORDS.

(a) Service Provider shall maintain any and all documents and records demonstrating or relating to Service Provider's performance of the Services. Service Provider shall maintain any and all ledgers, books of account, invoices, vouchers,

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

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

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

SECTION 8. INDEPENDENT CONTRACTOR.

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

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

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

SECTION 9. STANDARD OF PERFORMANCE.

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

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

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

SECTION 11. PREVAILING WAGE LAWS

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

SECTION 12. NONDISCRIMINATION.

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

SECTION 13. UNAUTHORIZED ALIENS.

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

SECTION 14. CONFLICTS OF INTEREST.

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

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

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

SECTION 15. CONFIDENTIAL INFORMATION; RELEASE OF INFORMATION.

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

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

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

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

To Service Provider: Disability Access Consultants
Attn: Barbara Thorpe, President
2243 Feather River Boulevard
Oroville, CA 95965

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

Gary Thornhill
Interim City Manager

ATTEST:

Sarah McComas
City Clerk

APPROVED AS TO FORM

Eric S. Vail
City Attorney

DISABILITY ACCESS CONSULTANTS

By: _____
Barbara Thorpe
Its: President

By: _____
Timothy Mahoney
Its: Secretary/Treasurer

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.

A notary public or other officer completing this certificate verifies only the identity of the individual who signed the document to which this certificate is attached, and not the truthfulness, accuracy, or validity of that document.

ALL-PURPOSE ACKNOWLEDGMENT NOTARY FOR CALIFORNIA

STATE OF CALIFORNIA)
COUNTY OF RIVERSIDE)

On _____, 2015, before me, _____,
Date Name And Title Of Officer (e.g. "Jane Doe, Notary Public")

personally appeared _____,
Name of Signer(s)

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

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

WITNESS my hand and official seal.

Signature of Notary Public

OPTIONAL

Though this section is optional, completing this information can deter alternation of the document or fraudulent reattachment of this form to an unintended document.

CAPACIT(IES) CLAIMED BY SIGNER(S)

DESCRIPTION OF ATTACHED DOCUMENT

Signer's Name: _____

- Individual
Corporate Officer

Title(s)

- Partner(s) Limited
General

- Attorney-In-Fact
Trustee(s)
Guardian/Conservator
Other:

Title or Type of Document

Number Of Pages

Date Of Document

Signer is representing:
Name Of Person(s) Or Entity(ies)

Signer(s) Other Than Named Above

EXHIBIT "A"
SCOPE OF SERVICES

I. Service Provider will perform the following Accessibility Services:

- A. Conduct a kick-off meeting with City staff that includes an assessment of previous compliance activities and areas of current or potential litigation.
- B. Review the City's policies, procedures, and programs regarding accessibility including standards and specifications currently used by the City in the public right-of-way.
- C. Compare the 2010 Americans with Disability Act (ADA) standards with Title 24 of the California Building Code to determine which provides the greater level of accessibility and use this standard in the field surveys of Item D. Apply appropriate provisions and standards for historic buildings.
- D. Conduct field surveys of the following City facilities to identify all physical barriers (interior and exterior) including path of travel in and around the facility and from the public right-of-way at each site in accordance with Title 24 of the California Building Code and the ADA Standards (previously referred to as ADAAG):
 - Brubaker Park
 - Chronicle Building
 - City Hall
 - City Yard Modular and Dispatch
 - Fire Stations 1, 2, 3, 4, and 5
 - Fire Training Station
 - Gibble Park and Park Restroom
 - Lawn Bowling Building
 - Library
 - Literacy Center
 - Police Department
 - Police Substations: East, West, and North
 - Public Works – Covell Building
 - Radio Station Building
 - Simpson Park, Neighborhood Center, and Buildings

- Weston Park, Park Restroom and Shuffleboard Center
- Cawston Community Park
- David R. Oltman Park
- Griffith Way Park
- Mary Henley Park
- Rodigher Park
- Spencer Park
- Stoney Mountain Park
- Welch Memorial Green

E. Input the field survey information into the DACTrak Accessibility Management Software System (DACTrak).

1. Label barriers identified in the field surveys with a unique identifier number (UIN) to assist with navigation, findings, and recommendations for barrier removal.
2. Provide the code references that demonstrate noncompliance.
3. Provide one or more photographs of each noncompliant finding.
4. Provide geographic information (latitude and longitude) for each identified exterior barrier in the public right-of-way that can be incorporated into the City's Geographic Information System (GIS).
5. Provide estimated applicable costs for barrier removal by item and element in accordance with industry standards.
6. Document physical access problems that require structural solutions and propose a method and schedule for removal.

F. Train City staff on the programmatic and administrative aspects of ADA compliance and on facility management and maintenance. Include staff on the field inspections and provide field training on assessing and documenting barriers and barrier removal options.

G. Assist the City in soliciting input from the community and persons with disabilities on the Draft Transition Plan. Activities may include website announcements, postings, surveys, announcements, individual meetings, and other activities as requested.

II. As part of the Services, Service Provider will prepare and deliver the following tangible work products to the City:

- A. DACTrak software with two years of no cost licensing and unlimited seat licenses. The City will be responsible for additional years of licensure at \$2,000 per license with unlimited seat licenses.
 - 1. Data collected by the Service Provider and the City during its first two years of licensure shall be property of the City should the City decide to not purchase additional years of licensing.
 - 2. Train City staff to use DACTrak to manage current and future accessibility issues, update deficiency status, and generate reports to show progress in meeting the Transition Plan recommendations.
 - 3. Work with the City's Information Technology Department to resolve all technical issues resulting from DACTrak software usage.
- B. An Excel document of all data compiled and stored in the DACTrak program.
- C. First Draft Transition Plan that:
 - 1. Identifies actual as-is conditions and prioritizes current barriers.
 - 2. Includes a detailed description of each barrier and the proposed method for barrier removal.
 - 3. Provides a schedule for barrier removal.
 - 4. Establishes procedures for addressing future accessibility issues.
 - 5. Includes photographs, findings, recommendations, code references, estimated costs, priority settings, and GIS coordinates for each identified exterior barrier.
- D. Second Draft Transition Plan for presentation to ADA Compliance Team.
- E. Final Draft Transition Plan.
- F. Summary of the findings regarding City policies, procedures, and programs. Make recommendations for compliant standards and specifications in the public right-of-ways. Provide a list of areas and items that should be inspected, such as curb ramps, signalized intersections, and public sidewalks, with the applicable code section, the recommended compliant standard, and a priority setting.

III. During performance of the Services, Service Provider will keep the City appraised of the status of performance by delivering the following status reports:

- A. Invoice justification.
- B. Weekly status meetings or conference calls with the Building Official or his designee.

IV. The tangible work products and status reports will be delivered to the City pursuant to the following schedule:

- A. Weeks 1 – 4: Team meetings with staff, survey methodologies; deliverables, and schedule confirmation.
- B. Weeks 1 – 4: Project planning, scheduling, procedures review.
- C. Weeks 1-12: Field inspections, data compilation. Data will be compiled on a daily basis and available for review throughout the inspection process.
- D. Weeks 9-16: First draft of ADA Transition Plan.
- E. Weeks 9-16: Solicit and record feedback from the City and members of the community.
- F. Weeks 9-16: Second draft of ADA Transition Plan and presentation to staff.
- G. Weeks 17-20: Final draft of ADA Transition Plan.
- H. Weeks 17-20: Deliverables completed and presentation to City.

V. Service Provider will utilize the following personnel to accomplish the Services:

- A. Barbara Thorpe, Project Manager.
- B. Michael Borga, Facility Team Leader
- C. Jason Katz, Accessibility Specialist
- D. Srikant Talasila, Director of Information Technology
- E. Jennie Grover, Director of Operations

F. Candice Pursch, Field Inspection Supervisor.

VI. Service Provider will utilize the following subcontractors to accomplish the Services: None.

**EXHIBIT "B"
COMPENSATION**

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

A. <u>Project Manager</u>	<u>\$120/hour</u>
B. <u>Facility Team Leader</u>	<u>\$105/hour</u>
C. <u>DAC Accessibility Specialist</u>	<u>\$98/hour</u>
D. <u>Director of Information Technology</u>	<u>\$110/hour</u>
E. <u>Director of Operations</u>	<u>\$65/hour</u>
G. <u>Field Inspection Supervisor</u>	<u>\$110/hour</u>

II. The total compensation for the Services shall not exceed \$69,850, as provided in Section 4 "Compensation and Method of Payment" of this Agreement.

EXHIBIT "C" INSURANCE

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

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

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

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

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

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

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

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

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

(2) Automobile. \$1,000,000 per accident for bodily injury and property damage. A combined single limit policy with aggregate limits in an amount of

not less than \$2,000,000 shall be considered equivalent to the said required minimum limits set forth above.

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

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

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

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

2. Commercial General Liability and Automobile Liability Coverages.

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

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

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

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

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

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

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

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

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

City of Hemet



Proposal for Accessibility Services - Revised

AMERICANS WITH DISABILITIES ACT (ADA) SELF-EVALUATION AND TRANSITION PLAN

November 30, 2015

Disability Access Consultants
2243 Feather River Blvd
Oroville, CA 95965



COVER LETTER

November 30, 2015

To: Mr. Jeff Thomas, Building Official
Ms. Deanna Elliano, Community Development Director
Ms. Sara Retmier, Senior Building Inspector
City of Hemet
445 E. Florida Avenue
Hemet, CA 92543

Re: Americans with Disabilities (ADA) Self-Evaluation and Transition Plan

Firm Information: Disability Access Consultants (DAC)
Southern California: 17777 Center Court Drive, Suite 600, Cerritos, CA 90703
Headquarters: 2243 Feather River Blvd, Oroville, California 95965
Project Manager: Barbara Thorpe, President
bthorpe@dac-corp.com Phone: 1-800-743-7067

We appreciate the opportunity to submit our statement of qualifications and proposal for providing consultant services for an Americans with Disabilities Act (ADA) Self-Evaluation and Transition Plan for the City of Hemet public facilities and public rights-of-way.

DAC has extensive experience in the evaluation of program and facility accessibility and provides a full continuum of Americans with Disabilities Act (ADA) and accessibility services for public entities, such as the City of Hemet. Founded as a California corporation and woman owned business in 1998, DAC has provided services for the past 17 years to assist public entities to comply and implement accessibility requirements in accordance with the ADA, Title 24 of the California Building Code, Section 504 and related federal, state and local disability-related nondiscrimination laws and regulation. DAC has conducted over 15,000 building inspections, surveyed thousands of parks and playgrounds, thousands of miles of sidewalks and performed hundreds of programmatic reviews and self-evaluations to study the accessibility of programs, services, activities, events and related areas. DAC has a comprehensive understanding of applicable standards, regulations and requirements under Title II of the ADA, California Building Code and related state accessibility standards. DAC has completed over a hundred similar studies.

DAC has also been working on a project for the Department of Transportation in Washington, D.C. to develop a pilot study for potential duplication of methodologies in other geographic areas, using tools and standards for public rights-of-way accessibility reviews by means of a software program to update and manage the ADA public rights-of-way transition plan. DAC is providing recommendations for best practices and technologies for the DOT.

To provide for easy management of the transition plan and documentation of compliance efforts, DAC has developed web-based software called DACTrak. DACTrak is a powerful tool to manage and update the transition plan, project costs and document progress. Custom reports can be printed in a variety of formats.

This proposal is authorized by Barbara Thorpe, who is empowered to submit the bid, negotiate with the City, and authorized to sign a contract with the City of Hemet. There are no conflicts of interest. DAC declares that this proposal is submitted in fair and good faith with no collusion or fraud.

Respectfully submitted by Barbara Thorpe, President



FIRM ORGANIZATION AND DESCRIPTION OF QUALIFICATIONS

Disability Access Consultants was founded as a woman owned California Corporation in 1998. For the past 17 years, DAC has provided services to assist public entities to comply and implement accessibility requirements in accordance with the ADA, Title 24 of the California Building Code, Section 504 and related federal, state and local disability-related nondiscrimination laws and regulation. DAC has extensive experience in the evaluation of program and facility accessibility and provides a full continuum of Americans with Disabilities Act (ADA) and accessibility services for public entities, such as the City of Hemet.

As our founder, Barbara Thorpe, worked with a public entity for 19 years as the ADA Coordinator, 504 Coordinator, and Director of Planning and Compliance, she has extensive experience working with individuals with disabilities and organizations representing individuals with disabilities. In addition, she has collaborated with individuals with disabilities and organizations that represent individuals with disabilities in a facilitative manner that has benefited city governments during her work with other municipalities. Barbara and the DAC team members have demonstrated the ability to engage and interact with individuals and organizations to assist with the prioritization, long range planning and implementation of the ADA plan.

DAC has a team of 16 staff, with our Facility Team Leader Michael Boga holding CASp Certificate #152, dedicated to assisting public entities, such as the City of Hemet, with ADA compliance. DAC has a comprehensive understanding of applicable standards, regulations and requirement under Title II of the ADA, California Building Code and related state accessibility standards.



DAC has a reputation to being responsive to the client’s needs, providing on-time project completion within budgets. DAC has a proven track record for comprehensive experience in conducting ADA Self Evaluations and Transition Plans, implementation and related services.

Other public entities for which DAC has provided similar services include Fair Oaks Recreation and Park District, Padre Dam Water District, Hayward Parks and Recreation, 15 California Fairs, 160 California public school districts, and several large Joint Power Authorities and insurance carriers for groups of public entities.

DAC has been assisting several Joint Power Authorities in Sacramento and El Dorado County since 2000 and currently provides updates, consultation, plan reviews and expert witness services. DAC has worked with public entities of all sizes, from one site to 506 sites. Members of the DAC team have also served as expert witnesses to assist public entities to defend their current practices and ADA plan. DAC has only served on the side to assist public entities to defend their practices and plan and has never assisted with litigation against a public entity. Our mission statement and philosophy embrace the enhancement and assistance to our clients to build an ADA accessibility plan while documenting previous and current compliance methods.

Over the 17 years of serving our clients, DAC has demonstrated financial stability, staff stability and has a no claims insurance record.

DAC provides a full continuum of professional services that include, but are not limited to:

- Facility inspections
- Self-evaluations for ADA and Section 504 of the Rehabilitation Act
- Policy review and development
- Transition plans
- Public rights-of-way surveys
- Consultation
- Accessibility compliance intake and management software – DACTrak
- DACTrak training to conduct your own inspections
- Expert witness services

- Plan reviews
- ADA Plan implementation assistance and consultation
- Outdoor developed and recreational areas (pools, parks, trails, camping areas)
- NPSI playground safety inspections
- ADA Playground inspections

DAC utilizes the appropriate standard(s) for the inspection that may include, but is not limited to:

- ADA 2010 Standards
- California Building Code
- ADA-ABA
- UFAS
- ANSI
- Section 504 of the Rehabilitation Act
- Outdoor developed and recreational standards
- National Playground Safety Institute (NPSI) standards
- PROWAG – Federal Public Rights-of-way Guidelines
- Federal Highway Administration’s Manual on Uniform Traffic Control Devices (MUTCD)

Our firm stands out in the public entity arena due to proven performance in a wide range of services, from programmatic and policy reviews, facility inspections, transition plans, consultation, plan reviews and expert witness services. We excel at providing a comprehensive assessment of our clients’ current status by preparing a study of all areas related to accessibility in different departments to document ongoing compliance.

Innovative Tools, Strategies and Best Practices

Based on experience and knowledge of the accessibility field and best practices, DAC continues to develop innovative methodologies, easy to use ADA management tools, and proven, successful strategies for evaluating programs, services, activities, events, facilities, parks and public rights-of-way. DACTrak was developed by DAC for the purpose of easy and useful importing and management of the accessibility data collected in the field. DACTrak is interactive web-based software and is not an enhanced Excel spread sheet. The ability to collect, compile, analyze and use report data in a practical format was one of the driving forces to develop the DACTrak intake and management software.

Our DAC accessibility management software, DACTrak, provides our clients with a powerful management tool to document compliance, project costs, print custom reports and record progress. DACTrak is not an Excel spreadsheet, but actual software that has been developed by our company to assist with the implementation and documentation of the City’s ADA plan and provides photographs of as-is site conditions, which has proved to be valuable documentation. Findings and recommendations, in addition to other data are preloaded into the DACTrak software. As DAC owns and licenses the DACTrak software, we can make custom modifications for our clients.

The DAC team members proposed for the City of Hemet project have worked together on similar projects. A few projects are listed below. References and a description for the scope of work are provided for several of the following recent California projects:

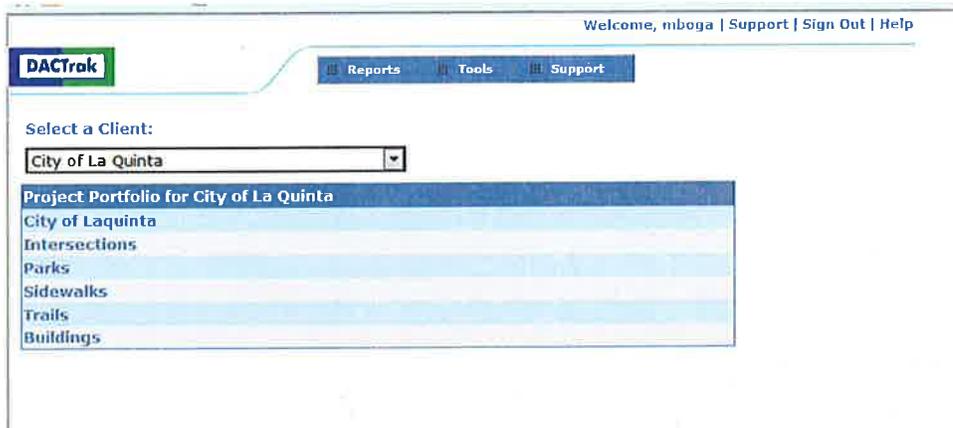
- City of San Clemente
- City of Palos Verdes Estates
- City of Carlsbad
- City of Palm Springs
- City of Fountain Valley
- City of Los Alamitos
- City of Pismo Beach
- County of Kern

- City of Modesto
- City of La Quinta
- City of Cudahy
- Cathedral City
- City of Newport Beach
- City of Claremont
- City of Huntington Beach
- City of Modesto
- City of Manteca
- City of Grass Valley
- City of Banning
- County of Butte
- Solano County
- City of Moreno Valley
- City of Palm Springs
- City of Cypress
- City of Lincoln City
- Calaveras County
- Desert Recreation District
- Fair Oaks Recreation and Park District
- City of Glendale
- City of Oroville
- City of Clovis
- County of Santa Clara
- County of Shasta
- Town of Paradise
- City of Laguna Woods

DACTrak Accessibility Management Software

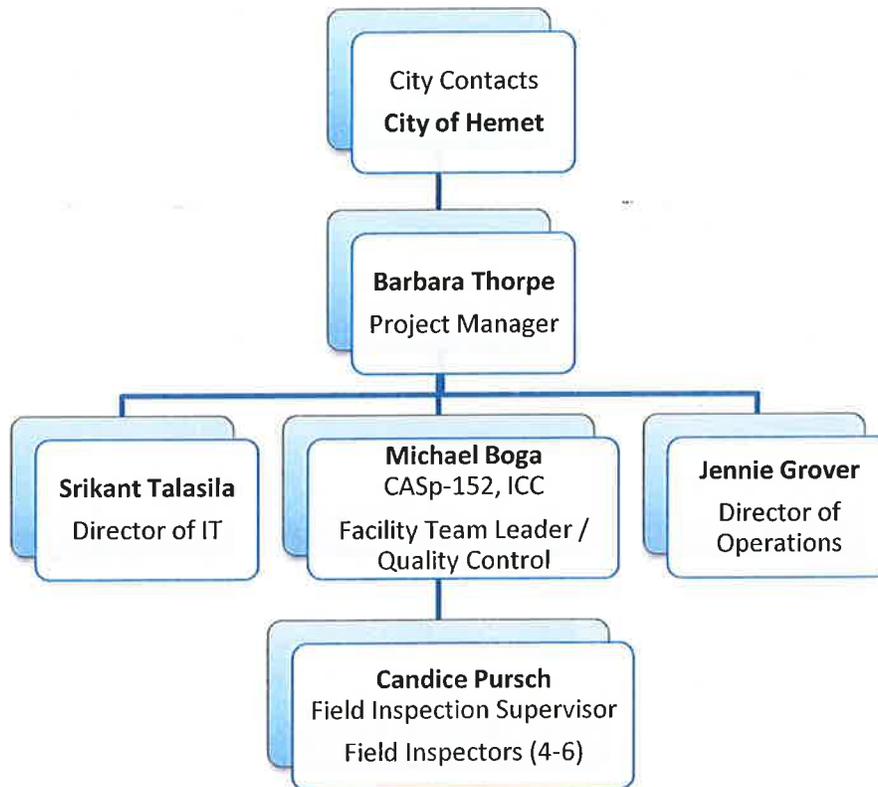
The accessibility management software is included at **no cost** to the City for the first 2 years. If the City decides to continue with the use of the web-based management software after the first two years, the cost is \$2,000 and includes unlimited seat licenses. If the City decides not to continue the use of DACTrak, the City's data will be exported into a format such as excel. The use of the DACTrak software includes the storage and maintenance of the City data. If the City decides not to continue to use the web-based DACTrak Accessibility Management System to maintain, update and document compliance of the ADA plan, the data can be transferred to an Excel spreadsheet or an alternate format. DAC has found that usable and easy to manage software (instead of Excel spreadsheets) is imperative to maintaining and updating the ADA plan.

Categories can be customized and findings organized as demonstrated in the screen shots of the DACTrak software included in the supplemental materials Appendix.



PROJECT TEAM STAFFING AND RESUMES

Disability Access Consultants (DAC) has a dedicated team of fourteen professionals with backgrounds in administrative leadership roles with public entities; construction and code enforcement. DAC is an equal opportunity employer and our team composition includes minority and veteran representation. The team has worked together on numerous ADA compliance projects with City governments and public entities. DAC works with several large JPA’s and insurance pools to assist public entities with ADA compliance.



The DAC team has a proven record to provide on-site services in a collaborative and efficient manner. DAC has experienced team members who have worked with public entities for successful and on time completion of numerous projects. Necessary staff members have ICC, NPSI, and CASp certification. A CASp certified Team Leader will be involved with the project and field evaluations. The project team is organized to provide a representation of skills needed to accomplish the project objectives. In addition, teams that have worked together previously will be assigned to the City of Hemet project. Following are descriptions of key team members’ qualifications and their assigned roles.

Barbara Thorpe, M.Ed., LOT

DAC Project Manager

As DAC Project Manager, Barbara will coordinate activities and schedules and report to the Director of Human Resources or designee. Barbara will serve in the leadership role regarding the ADA Self-Evaluation of programs, services, activities and events along with the review of policies and procedures. Barbara brings twenty years of experience in public administration and providing services to individuals with disabilities to Disability Access Consultants. As an administrator in a public entity, Barbara provides unparalleled understanding of the application of the Americans with Disabilities Act and related legislation. In addition to assisting public entities with compliance with the ADA, Barbara has conducted compliance reviews for the Department of the Interior to audit for compliance with the ADA, Section 504 of the Rehabilitation Act and related civil rights laws and regulations. Barbara has served as an expert witness for the Department of Justice, Office of the Attorney General. Additionally, Barbara is a licensed occupational therapist. Barbara served on the Division of State Architect Advisory Board and served as the vice-chair for the DSA Access Compliance Committee. Barbara has worked on over 200 public entity projects that are similar to the City.

Michael Boga, B.A. Education, California Certified Access Specialist, ICC Accessibility, Usability and Plans Examiner

Facility Team Leader

As manager of the production and the inspection team, Michael brings a unique blend of experience in the building industry along with his understanding of individuals with disabilities to the accessibility team. Michael is a certified accessibility specialist through the International Conference of Building Officials (ICC), certified in Accessibility, Usability and Plans examination and is California certified CASp inspector #152. Michael has completed the updated DSA courses regarding the 2010 California Building Code. Michael has provided numerous staff development sessions to public entities regarding accessibility requirements. If requested, Michael would provide training, assist with plan reviews and review new work completed for compliance, as requested. Mike has worked on over 260 projects that are similar to the City of Hemet.

Jason Katz, B.S. Urban Planning, B.A. Sustainability and Urban Dynamics

DAC Accessibility Specialist

Jason brings to DAC a background in civil design with degrees in Urban Planning and Sustainability/Urban Dynamics. Jason is also certified in Geographic Information Science and Auto CAD. Prior to becoming an Accessibility Specialist with DAC, Jason has worked on projects to compare and estimate future urban area population density differences using ESRI ArcMap 10, and also worked with the City of Mesa, Arizona to help establish green building codes for City owned buildings.

Srikant Talasila

Director, Information Technology

Srikant brings many years of experience with information technology and management information services from a large corporation. He has the ability to categorize and organize large volumes of information regarding public and school facilities into a manageable database. He provides training and consultation to our clients in the use of DACTrak. Srikant would work directly with City of Hemet staff to train and assist with the data entry and management of data.

Jennie Grover

Director of Operations

Jennie draws on her experience in technical writing to provide leadership and management of the production and technical writing team, organizing the completion of technical reports, as well as managing production schedules, staff and timelines.

CLIENT REFERENCE LIST

The following are a few of the most recently completed references for scopes of work similar to the City of Hemet that include City and County Governments and Park Districts. Numerous additional references are available.

<p>City of Fountain Valley Temo Galvez Deputy City Engineer 10200 Slater Avenue Fountain Valley, CA 92708 Phone: (714) 593-4517 Temo.galvez@fountainvalley.org</p>	<ul style="list-style-type: none"> • ADA Self-evaluation and transition plans of buildings, parks, intersections, sidewalks and public rights-of-way. The City was provided DACTrak Accessibility Management Software to manage the implementation of the plan, document resources needed and document progress. • The ADA Self-Evaluation of programs, services and activities to determine if any were discriminatory for individuals with disabilities was completed by DAC. <p>Contract End Date: May 2011-1st Contract; additional 2014 work Contract Amount: \$125,000</p>
<p>City of Palos Verdes Estates Sheri Repp Loadman Planning and Building Director 340 Palos Verdes Drive West Palos Verdes Estates, CA 90274 Phone: (310) 378-0383 srepp@pvestates.org</p>	<ul style="list-style-type: none"> • ADA Self-evaluation and transition plans of buildings, parks, golf course, pools, parking lots, concessions, and public rights-of-way. • The City was provided DACTrak Accessibility Management Software to manage the implementation of the plan, document resources needed and document progress. • DAC is assisting with the development of an ADA Self-evaluation • DAC is providing assistance to the City for analysis of City vs. private entity upgrade obligations of leased sites. <p>Contract End Date: 2014, consultation in 2015 Contract Amount: \$52,300</p>
<p>City of Claremont Jeff Baughman Building Official 207 N Harvard Avenue Claremont, CA 91711 Phone: (909) 399-5477 jbaughman@ci.claremont.ca.us</p>	<ul style="list-style-type: none"> • DAC provided ADA Self-evaluation and transition plans of buildings, parks, intersections, roadways, sidewalks and public rights-of-way. • The City was provided DACTrak Accessibility Management Software to manage the implementation of the plan, document resources needed and document progress. • DAC also conducted the ADA Self-Evaluation of programs, services and activities to determine if any were discriminatory for individuals with disabilities and provided the City with an Executive Summary detailing the results and recommendations. <p>Contract End Date: 2014 Contract Amount: \$112,500</p>
<p>County of Butte Grant Hunsicker Director of General Services 2081 2nd Street Oroville, CA 95965-3413 Phone: (530) 538-2511 Ghunsicker@buttecounty.net</p>	<ul style="list-style-type: none"> • DAC is currently working with the County to inspect County facilities for compliance with the Americans with Disabilities Act and California Building Code. • DAC is also performing a review of County policies, grievance procedures and public notices to evaluate their compliance with the ADA and suggest alternatives if necessary. • DAC is assisting the County in developing their updated transition plan. • DAC has provided training to County staff on ADA compliance, methods for reasonable accommodations, and effective communications with individuals with disabilities. <p>Contract End Date: 2015 Contract Amount: \$91,000</p>

<p>County of Solano Rosa Lane, PhD, AIA, LEED AP Associate County Architect Division of Architectural Services 675 Texas Street, Suite 2500 Fairfield, CA 94533 Phone: (707) 784-7908 rmlane@solanocounty.com</p>	<ul style="list-style-type: none"> • DAC is currently performing ADA Accessibility surveys of County facilities using the DACTrak Accessibility Management software. • DAC is also assisting the County to perform a Self-Evaluation of services, policies, programs and practices. • County staff is using DACTrak to update and implement their Transition Plan. <p>Contract End Date: 2015 Contract Amount: \$260,000</p>
<p>City of Newport Beach Fong Tse Principal Civil Engineer 3300 Newport Boulevard Newport Beach, CA 92663 Phone: (949) 644-3321 FTSE@newportbeachca.gov</p>	<ul style="list-style-type: none"> • ADA Self-evaluation and transition plans of buildings, parks, intersections, roadways, sidewalks and public rights-of-way. The City was provided DACTrak Accessibility Management Software to manage the implementation of the plan, document resources needed and document progress. <p>Contract End Date: April 2013 Contract Amount: \$150,000</p>
<p>County of Shasta Thomas Forbish Facilities & Fleet Divisions Manager Facilities & Fleet Services Division 1958 Placer Street Redding, CA 96001 Phone: (530) 225-5659 tforbish@co.shasta.ca.us</p>	<ul style="list-style-type: none"> • DAC is training County staff to use DACTrak to perform self-inspections of County facilities using the DACTrak Intake inspection software. • The County is also using the DACTrak online management software to update the County's transition and barrier removal plan. <p>Contract End Date: Current project (City staff uses DAC tablet to complete their own inspections) Contract Amount: \$25,000</p>
<p>City of La Quinta Terry Deeringer Human Resources/General Services Manager 78495 Calle Tampico La Quinta, CA 92253 Phone: (760) 777-7041 Tdeeringer@la-quinta.org</p>	<ul style="list-style-type: none"> • ADA Self-evaluation and transition plans of buildings, parks, intersections, roadways, sidewalks and public rights-of-way. The City was provided DACTrak Accessibility Management Software to manage the implementation of the plan, document resources needed and document progress. • The ADA Self-Evaluation of programs, services and activities to determine if any were discriminatory for individuals with disabilities was completed by DAC. <p>Contract End Date: 2012 & ongoing consultation Contract Amount: \$100,000</p>
<p>City of San Clemente Johanne Thordahl Risk Mgmt. Analyst 100 Avenida Presidio San Clemente, CA 82672 Phone: (949) 361-8203 ThordahlJ@san-clemente.org</p> <p>Sam Penrod Human Resources Manager 100 Avenida Presidio San Clemente, CA 92672 Phone: (949) 361-8313 PenrodS@san-clemente.org</p>	<ul style="list-style-type: none"> • ADA Self-evaluation and transition plans of buildings, parks, piers, beach areas, golf course, pools, beach concessions, lifeguard areas, trails and public rights-of-way. • The City was provided DACTrak Accessibility Management Software to manage the implementation of the plan, document resources needed and document progress. • The ADA Self-Evaluation of programs, services and activities to determine if any were discriminatory for individuals with disabilities was completed by DAC. • DAC also assisted with the resolution of two complaints. <p>Contract End Date: 2012, ongoing consultation Contract Amount: \$70,000</p>

Disability Access Consultants has never been removed from a project or disqualified from proposing on a project.

SUBCONSULTANTS

DAC does not use subcontractors or subconsultants, as DAC prefers team members that have direct accountability and training by DAC to provide a seamless project delivery and interaction with City staff.

SCOPE OF WORK

Disability Access Consultants (DAC) understands that the City of Hemet (City) is seeking a qualified firm to inspect, evaluate and prepare reports identifying potential barriers in the City-owned buildings, parks and parking lots.

The inspections will identify barriers or potential barriers in accordance with applicable Federal and State accessibility standards and regulations. In addition, it is understood that DAC will assist the City in developing a schedule for barrier removal over time in a cost effective and realistic manner, using programmatic solutions where available.

In order to successfully complete the project activities in a timely manner, DAC will work closely and collaboratively with the City of Hemet without imposing unnecessary interruptions or burdens to City staff. During the past 17 years, Barbara Thorpe and her team have developed ongoing working relationships with City and County governments and have worked diligently to have clear lines of communication.

DAC has the extensive knowledge and experience with all Federal and State regulations during the past 17 years in business, that includes, but is not limited to the ADA up to and including the current 2010 American's Disability Act Standards (ADAS), 28 Code of Federal Regulation (CFR) 35, Title 24 California Building Standards Code, Title II of the ADA, PROWAG, MUTCD, Section 504 and related Federal and State Standards and Regulations.

Value Added Items to Enhance the Project at No Additional Cost or that Provide a Cost Savings

In addition to the above understandings and confirmations, DAC has found through its experience of working with City and County Governments and Joint Power Authorities, certain other items enhance the level of success and implementation of ADA Transition Plans and Self-Evaluations by public entities.

The use of DACTrak by City staff to conduct surveys at facilities, process reports and manage the information to implement and document the plan may assist the City to more efficiently and effectively achieve the City's project objectives and will provide longevity to the plan.

As an additional value at no cost, DAC provides at least one photograph of each noncompliant accessible item or element, a record number for reference, estimated costs and other features to assist with the implementation of the Transition Plan. To provide for easy management of the transition plan and documentation of compliance efforts, DAC has developed web-based software called DACTrak. DACTrak is a powerful tool to manage and update the accessibility plan, project costs and document progress. Custom reports can be easily prepared, printed and saved in a variety of formats.

Disability Access Consultants (DAC) includes the following additions at no additional cost:

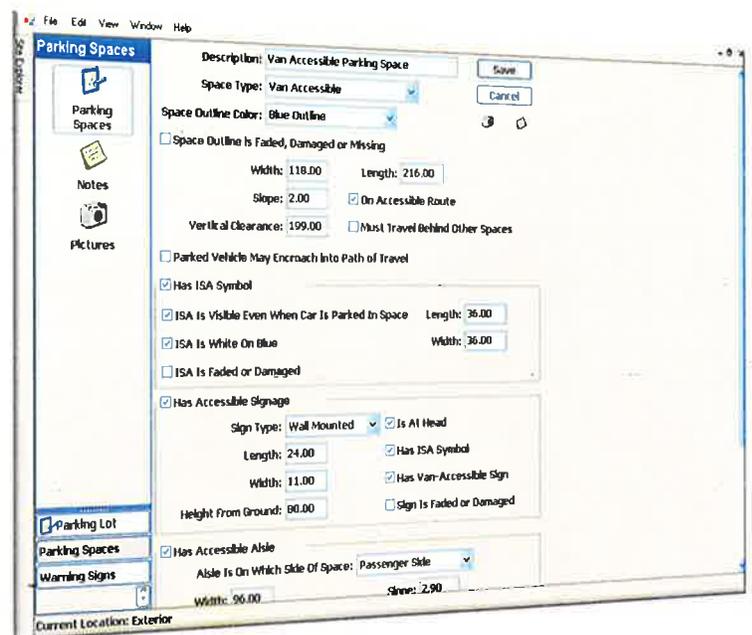
- Noncompliant findings and recommendations are included in the DACTrak software
- One or more photographs of each noncompliant finding are included
- Additional photographs can be viewed of the noncompliant item by one click
- DACTrak provides a method to schedule and track the barrier removal
- Documentation of progress and compliance using the progress reporting feature of DACTrak
- Priorities can be established and further refined using DACTrak

DACTrak provides for an organized input method that captures all of the information gathered from the site inspections with photographs for each noncompliant finding. In essence, all of the field information is captured in a web-based software package and provides for “green” data collection and avoids paper and pencil checklists and unorganized photographs. DACTrak can also be used on a tablet pc to add new facilities and update compliance assessments and transition plans.

DAC has also found that having usable “software” and not just a database is very important to be able to easily manage and update the transition plan. Our extensive experience with clients needing to have an easy to manage and update plan was the catalyst for DAC to develop our DACTrak software for use by our clients. Thus, other critical issues include:

- Software to update and manage your Transition Plan
- The ability to document progress and barrier removal
- The ability to print custom reports
- The ability to update the plan “automatically” when codes change without re-inspecting sites
- The ability to project costs
- The ability to add or delete facilities

DAC’s collection of actual measurements of as-is conditions and GIS Information for public rights-of-way is another value added item. The collection of an as-is condition is a valuable asset to allow the user to make an informed decision based on an actual measurement. For example, if a “yes” or “no” approach is utilized to indicate if an item is compliant, the user may not know what the actual level of noncompliance is and would not be able to set a priority or severity rating. If codes change, the information collected can be reprocess without the need to re-inspect, thus providing longevity of the plan and internal capacity of the City in a cost effective manner:-



SCOPE OF WORK OVERALL PHASES

DAC proposes to execute the project in two phases. Detailed activities and deliverables are provided in the following scope of work description.

Phase I: Study and Evaluation - Self-Evaluation/Facility Survey/Barrier Assessment

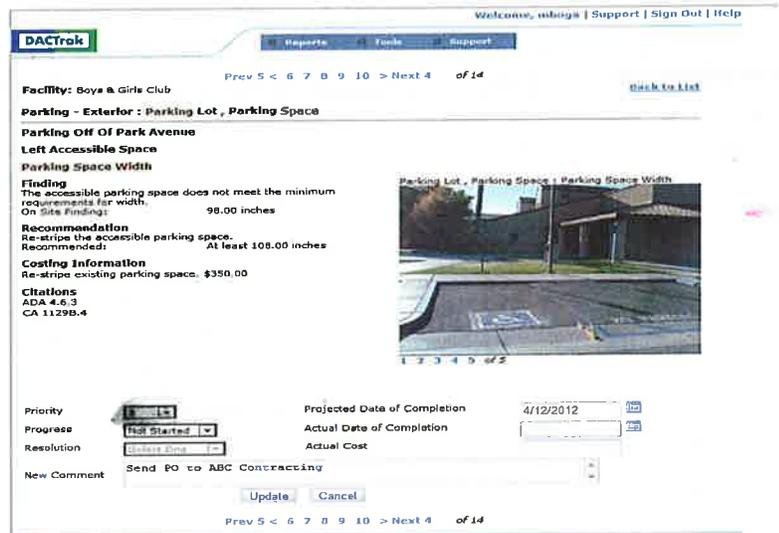
- a) DAC will conduct an initial project kick-off meeting, if requested, with selected City of Hemet staff to establish roles and lines of communication, refine project goals, review the overall project schedule, schedule surveys of City of Hemet facilities and identify key City of Hemet personnel related to the project scope. Initial self-evaluation activities will be completed during this step.
- b) The initial orientation meeting should include an assessment of previous compliance activities and areas of current or potential litigation. The review of compliance activities and high priority areas will assist with the development of an overall project plan. The review and documentation of prior initiatives will also build a more defensible plan if the City is challenged by litigation.
- c) DAC will conduct field surveys of the buildings and facilities listed in the property schedule.
- d) Surveys will identify all physical barriers (interior and exterior) including the path of travel in and around the facility and from the public right-of-way at each site in accordance with Title 24 of the California Building Code and the ADA Standards (previously referred to as ADAAG).

- e) DAC currently provides geographical information (latitude and longitude) for each identified exterior barrier in the public right-of-way that can be incorporated into the City's Geographical Information System (GIS). DAC incorporated the map-linked GIS feature based on the needs of many of our City and County clients. DAC uses a comprehensive approach to inspecting public rights-of-way (PROW). In order to conduct an assessment of all the requirements in the PROW, DAC conducts manual measurements of the field conditions and enters the information into our DACTrak pc tablet in the field. DAC has found that the use of automated equipment for running slopes on sidewalks, such as ultra-light profilers, do not provide an actual measurement, but only provide a chart showing ranges. In some cases, if a change in level is greater than ½ inch, no actual quantifiable information is reported of how much greater or of the severity. In order to get the actual measurements for the sidewalks and intersections, the use of a "profiler" does not provide the measurements needed for items such as automated pedestrian signals and street furniture.
- f) As required by the ADA, the 2010 ADA Standards will be compared with state codes (Title 24 of the California Building Code) and the standard that provides the greater level of accessibility utilized. As DAC collects as-is field conditions and records all information, data can be reprocessed if codes change without conducting a re-inspection, thus resulting in a significant savings when codes change and the plan needs to be updated.
- g) Provisions and standards for historic buildings will be applied as appropriate.
- h) Assessments and reports will include a high degree of detail with photographs, code references, and cost estimates. The DACTrak software and reports will include additional specifics, such as as-built dimensions, progress reports, additional prioritizations, preset reporting features and other custom reports. Reports will be delivered in the format requested, and reports will also be available using DACTrak. The inclusion of photographs showing the as-is condition has proven to be valuable assistance to clients in the formulation of the decisions regarding barrier removal priorities. The DACTrak software provides an easy to use accessibility management platform that exceeds the ability to manage the plan by hard copies and binders. The assessment report of each facility will include cost estimates to correct deficiencies in accordance with the ADA, Title 24 of the California Building Code.
- i) Barriers are identified by building, floor, or location and given a unique identifier record number (UIN) to assist with navigation in the accessibility software and location of the finding and recommendation by area and site. Estimated applicable costs will be given by item and element in accordance with industry standards. Costs can be easily adjusted to adhere to any cost estimates the City may utilize.
- j) Physical access problems that require structural solutions will be documented in the Compliance Assessment/Transition Plan. The proposed method for removal will be provided. The transition plan will identify physical barriers that may limit accessibility of City programs, services or activities for individuals with disabilities. The schedule for removal of barriers and appropriate timelines will be developed in consultation with the City.
- k) The field survey information will be presented to the ADA Compliance Team as requested using the DACTrak web-based accessibility management system. Many different types of reports will be available for the City. Feedback will be incorporated as appropriate.
- l) The survey data will be compiled into a Transition Plan which will identify actual as-is conditions and prioritize current barriers, provide a schedule for barrier removal, as well as establish procedures for addressing future accessibility issues. The Transition Plan data is able to be exported to Excel or PDF formats. The Transition Plan data will include photographs, findings, recommendations, code references, estimated costs, priority settings (in addition to prioritized report) in accessibility software for accessibility management. Photographs and GIS coordinates are valuable for the development of the transition plan.
- m) DAC will assist the City to solicit input from members of the community and persons with disabilities. Methods will be utilized to solicit public input may include notices, information on the website and surveys.
- n) The Transition Plan data will be provided using DACTrak which has management, monitoring, and web-based tracking tools that allow staff to manage current and future accessibility issues, update the

deficiency status, and generate reports to show progress in meeting the Transition Plan requirements.

Phase II: Implementation Phase - Transition Plan Development

- a) DAC will develop, in collaboration with the City a comprehensive ADA Self-Evaluation and Transition plan for facilities, buildings and parks.
- b) DAC will develop a first draft of the ADA Transition Plan with recommended priority levels.
- c) DAC will meet with the City to review the draft document and incorporate any comments, changes or feedback.
- d) DAC will assist the City to conduct public outreach activities that may include website announcements, postings, surveys, announcements, individual meetings and other activities as requested.
- e) DAC will prepare and produce a second draft if necessary with a detailed description of the barrier and the proposed method for barrier removal.
- f) DAC will train the City in the use of the DACTrak web-based accessibility management system to prepare reports as well as update and manage the ADA Plan.
- g) DAC will provide an executive summary of the project.
- h) If requested, DAC can present the draft ADA Transition Plan at a regularly scheduled council meeting for discussion and for informational purposes. DAC does not recommend that the plan be adopted by the City, as adoption is not required and may cause additional discussion regarding projected dates in the plan that are meant to be “projected and estimated dates” and not final dates of barrier removal.
- i) DAC will provide the City with DACTrak, a web-based monitoring, tracking, and management system at project completion. DACTrak allows users to review and update progress in barrier removal, and to generate many different styles of reports to document progress. DACTrak contains one or more integrated photographs that are attached to the finding, eliminating the need to reference another area or report supplement. DACTrak is an actual accessibility management software, not just electronic database of items contained in the Facility Survey Report. DAC has found that an electronic database or Excel format does not provide the City with a tool containing integrated photographs needed to implement the plan, set priorities, make notes and print custom reports. If the City does not want to use the software, the data can be placed in an Excel spreadsheet.
 - DAC will license DACTrak to the City to manage all of the field data collected, print custom reports, document progress, estimate costs and perform other management functions;
 - Data collected will be the property of the City should the City decide for any reason not to continue to use the DACTrak accessibility intake and management software system;
 - DACTrak will include and provide correlation with field data collected, reports, transition plans, drawings, code references, estimated costs and photographs for each noncompliant accessibility item or element;
 - Reference maps for GIS information will be provided in addition to a linked mapping system for each item;
 - DACTrak provides a description, location and record number for each barrier that allows the user to access the information and location
- j) DAC will provide City staff with training regarding ADA Compliance from both a programmatic and administrative point of view and also for facility management and maintenance.



COST PROPOSAL

The total cost proposal includes all expenses and there are no additional reimbursable charges from the City of Hemet:

- | | |
|--|-----------------|
| 1. Survey of City facilities and parks at the following costs: | \$64,850 |
| <ul style="list-style-type: none"> • Brubaker Park • Chronicle Building • City Hall • City Yard Modular and Dispatch • Fire Stations 1,2,3,4,5 • Fire Training Station • Gibble Park and Park Restroom • Lawn Bowling Building • Library • Literacy Center • Police Department • Police Substations East, West, North • Public Works Covell • Radio Station Building • Simpson Park , Neighborhood Center and Buildings • Weston Park Restroom and Shuffleboard Center • Cawston Community Park • David R. Oltman Park • Griffith Way Park • Mary Henley Park • Rodigher Park • Spencer Park • Stoney Mountain Park • Welch Memorial Green | |
| 2. Review of policies, procedures and programs and assistance with public input at a cost of \$5,000. | |
| 3. Review and consultation regarding standards and specification currently used by the City in the public rights-of-way in addition to recommendations for compliant standards and specifications. DAC will provide the City with recommended compliant standards and specifications and a list of items that should be inspected in the public rights-of-way and the compliant standard. | |
| 4. An initial kick-off meeting in the City of Hemet. If the City decides that the start-up meeting can be done by a phone conference, the cost will be reduced by \$500. | |
| 5. The City of Hemet will receive two years of licensing of DACTrak at no cost and includes unlimited seat licenses. City of Hemet will be responsible for additional years of licensure at \$2,000 per license. This will also have unlimited seat licenses. | |

The total cost of the proposal for Item # 1, 2, 3 and 4 is \$69,850.

Note: the scope of work does not include the survey of properties owned by Caltrans, such as Florida Avenue (HWY 74) and San Jacinto Street (HWY 79). This proposal does not include the survey of the City of Hemet public rights-of-ways, but does include the facilities and parks in Item # 1.

In addition, the City can hire DAC for an hourly rate plus expenses for other services that the City may deem necessary. Time and expenses can be calculated and the City provided with either an hourly rate, plus expenses or a total fixed price, whichever is preferred.

Hourly Rates

The hourly rate for performance of services specified in the proposal is \$98.00.

Project Milestones and Percentages of Completion

1. Completion of the inspections of the sites to be surveyed (80%)
2. Findings and recommendations available in the web-based DACTrak accessibility management program (5%)
3. Training for City staff regarding the use of DACTrak (2%)
4. Review of policies, procedures and programs and assistance with public input (13%)

Possible Cost Saving Options

Cost savings options may be available and may include portions of the study being conducted by City staff. For example, the Self-evaluation, policy review and public input may be conducted by the City ADA Coordinator with guidance and assistance from DAC to result in a cost savings.

In addition, although selected non-public areas were deleted from the Property Schedule (i.e. pump houses, lift stations), there may be other sites that may be eliminated, thus resulting in a cost savings.

DAC has found that a combination of training in the classroom and in the field for practical, hands on application works best. DAC has trained several public entity clients to conduct their own inspections using the DACTrak tablet. The DACTrak tablet guides the user through the inspection and asks for specific measurements. If a measurement is not taken and added to the electronic intake sheet, the software prompts the user to add the required information and touch the camera icon to take one or more pictures of each item. Thus, the "smart technology" of the software improves the consistency and quality of the inspection and lends itself to users other than DAC inspectors for a cost savings.

Reports are generated after completion of the field intake, offering a quick turnaround and report generation. The quick turnaround time and easy access of password protected data is valuable for public entities that need to fast track information and reports. The methodology also provides a cost effective process. DACTrak also provides the opportunity for City of Hemet staff to be trained to use the DACTrak intake tablet to capture field data, which can then be viewed by an off-site City of Hemet staff member accessing DACTrak.com. Photographs are automatically captured using the intake software and are easily viewed online. Several photos may be added for supporting documentation of each noncompliant finding. Additional photographs can be added for other areas that may or may not be related to accessibility. Reports can be accessed in multiple formats, depending upon the needs of the City of Hemet. Costs can easily be adjusted and maintained. DACTrak has seven preset priority findings. DAC will apply the state and federal recommended priority levels, but will also further customize the priority levels based upon the magnitude of impact and use by individuals with disabilities in public areas.

Due to the potential shortfall of funding for City of Hemet and other City governments, DAC proposes alternatives to DAC completing the entire ADA transition plan. DAC has worked with numerous City and County governments and has provided individualized programs to meet their needs, sometimes in phases, to enhance compliance with the ADA within the constraints of their budgets. Several strategies that the City of Hemet might utilize include, but are not limited to:

- DAC conducting accessibility surveys in phases, prioritizing the facility inspections for sites that have high public use or high use by individuals with disabilities
- Using our DAC pc tablet, City of Hemet employees can conduct their own inspections

- DAC conducts some of the inspections while City of Hemet employees follow and receive in field training
- DAC completes all project components in additional phases over multiple budget years
- Or a combination of the above alternatives

The cost saving alternative of City staff using the DACTrak tablet to complete the public right-of-way inspections may be a viable alternative that will produce a cost savings.

SCHEDULE: SCOPE OF SERVICES SUMMARY BY ESTIMATED TIMELINES

Based upon experience, a project milestone chart is provided in months. It is estimated that the project will be completed in five months, or sooner. The chart below is a summary of major milestones and is not necessarily representative of all of the individual project activities.

If the contract is entered into on or about December 8, 2015 and commences no later than December 14, 2015, the timelines will be shortened to 2-3 months with a significant amount of the facility inspections completed prior to December 31, 2015.

If the project commences on or about December 14, 2015, the balance of the project activities will include additional time in January for the public input process and the review of policies, programs, services and activities.

Scope of Service –Activity or Task	1	2	3	4	5
DAC Team Meetings with City; survey methodologies, deliverables and schedule confirmation					
Project planning, scheduling, procedures review					
Field inspection data compiled (compiled on a daily basis and available for review throughout the inspection process)					
First Draft of ADA Transition Plan					
Solicit and record feedback from the City, and members of the community					
Presentation to ADA Compliance Team of second draft ADA Transition Plan					
Final Draft					
Deliverables completed and presentation to the City					

Consultant Responsibilities

DAC will arrange all project management activities for an efficient process to develop the ADA Transition plan and provide the City with an anticipated project schedule prior to commencement of work.

DAC will perform all work in conformance with current City policies and procedures and carry out the instructions received from the City, in cooperation with other City approved and involved agencies.

Additional Information

Conflict of Interest Statement

DAC does not have any financial, business or other relationship with the City that may have an impact upon the outcome of this contract and does not have any current clients that may have a financial interest in the outcome of this contract. Disability Access Consultants has no conflict of interest with the City of Hemet, any



associates, representative, consultants, sub consultants, or others.

DAC does not have any conditions that would affect our ability to perform the services described in this proposal. DAC does not have any previous, pending or current litigation. Our firm has not been debarred, suspended or declared ineligible to contract with any federal state or local public agency. The firm, owners or president is not in the Federal Excluded parties List System (EPLS) for Ineligible Professionals and Debarred Contractors.

Insurance Coverage and Stability

Disability Access Consultants carries all the necessary insurance coverage, such as general liability, automobile liability, worker's compensation and employer's liability, and professional errors and omissions malpractice liability insurance. DAC has a no claims record on all policies for our entire 17 years in business and does not have any pending, previous or current litigation.

DAC has the financial, operational and staff stability to complete a quality and comprehensive project on time. DAC has no adverse conditions.

Minority Utilization and Affirmative Action

DAC is an equal opportunity employer and has recruited minorities and veterans. DAC's quality control team leader is a Vietnam veteran with a disability.

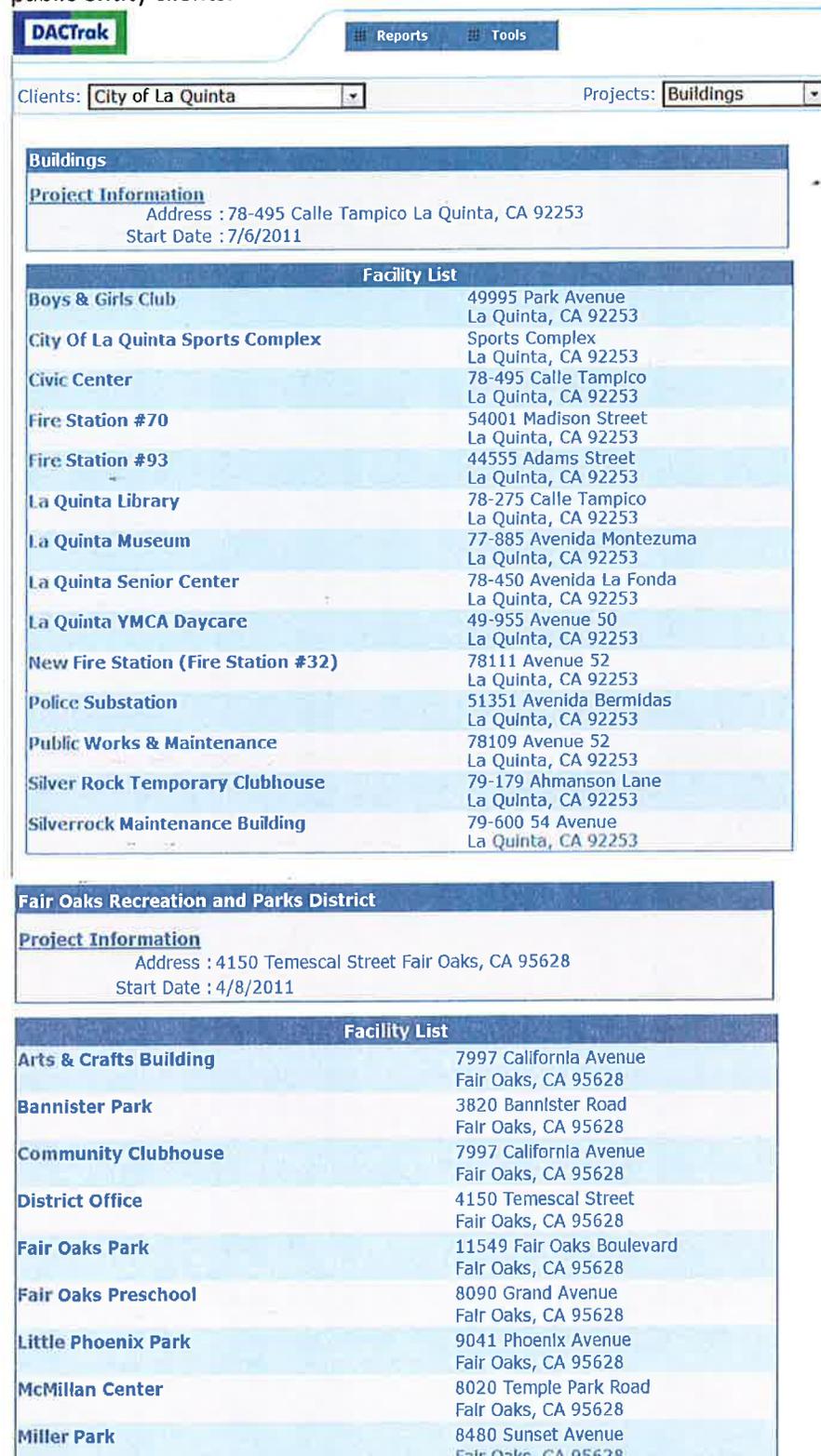
Background Checks and Fingerprinting

All employees of Disability Access Consultants have been fingerprinted and have background checks. DAC has FBI and DOJ fingerprint clearances on file for DAC staff. We have conducted studies for school districts, state and local governments, the Federal Government, Judicial Chambers and Correctional Institutions that require background checks. DAC has found that background checks are important especially in situations where inspection staff may be working near children, and are required in certain situations.

Supplemental Materials

Sample DACTrak Screen Shots and Information

These samples are generated from the DACTrak Accessibility Management web-based software program. The following screen shots are recent examples of the DACTrak Management software prepared for several public entity clients.



The screenshot displays the DACTrak web application interface. At the top, there are navigation tabs for 'Reports' and 'Tools'. Below this, there are dropdown menus for 'Clients' (set to 'City of La Quinta') and 'Projects' (set to 'Buildings').

The first section is titled 'Buildings' and contains a 'Project Information' box with the following details:

- Address : 78-495 Calle Tampico La Quinta, CA 92253
- Start Date : 7/6/2011

Below the project information is a 'Facility List' table:

Facility Name	Address
Boys & Girls Club	49995 Park Avenue La Quinta, CA 92253
City Of La Quinta Sports Complex	Sports Complex La Quinta, CA 92253
Civic Center	78-495 Calle Tampico La Quinta, CA 92253
Fire Station #70	54001 Madison Street La Quinta, CA 92253
Fire Station #93	44555 Adams Street La Quinta, CA 92253
La Quinta Library	78-275 Calle Tampico La Quinta, CA 92253
La Quinta Museum	77-885 Avenida Montezuma La Quinta, CA 92253
La Quinta Senior Center	78-450 Avenida La Fonda La Quinta, CA 92253
La Quinta YMCA Daycare	49-955 Avenue 50 La Quinta, CA 92253
New Fire Station (Fire Station #32)	78111 Avenue 52 La Quinta, CA 92253
Police Substation	51351 Avenida Bermidas La Quinta, CA 92253
Public Works & Maintenance	78109 Avenue 52 La Quinta, CA 92253
Silver Rock Temporary Clubhouse	79-179 Ahmanson Lane La Quinta, CA 92253
Silverrock Maintenance Building	79-600 54 Avenue La Quinta, CA 92253

The second section is titled 'Fair Oaks Recreation and Parks District' and contains a 'Project Information' box with the following details:

- Address : 4150 Temescal Street Fair Oaks, CA 95628
- Start Date : 4/8/2011

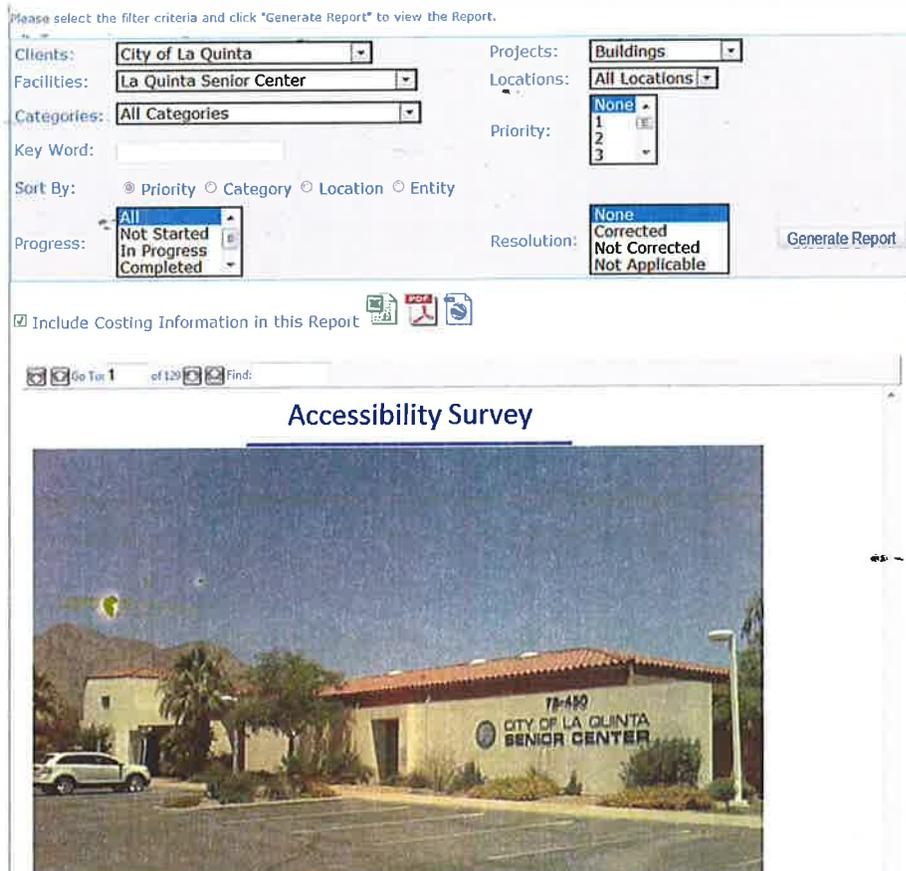
Below the project information is another 'Facility List' table:

Facility Name	Address
Arts & Crafts Building	7997 California Avenue Fair Oaks, CA 95628
Bannister Park	3820 Bannister Road Fair Oaks, CA 95628
Community Clubhouse	7997 California Avenue Fair Oaks, CA 95628
District Office	4150 Temescal Street Fair Oaks, CA 95628
Fair Oaks Park	11549 Fair Oaks Boulevard Fair Oaks, CA 95628
Fair Oaks Preschool	8090 Grand Avenue Fair Oaks, CA 95628
Little Phoenix Park	9041 Phoenix Avenue Fair Oaks, CA 95628
McMillan Center	8020 Temple Park Road Fair Oaks, CA 95628
Miller Park	8480 Sunset Avenue Fair Oaks, CA 95628

Upon logging in to the secure DACTrak website, you are able to choose the facility you would like to view and manage. These two screen shots are examples of facility lists for two recent public entity transition plan projects.



After choosing a facility, you are able to use Reports drop down menu to choose which report style to view. You may also choose to view multiple facilities in one report.



This screenshot is an example of the home page for a Basic Photo Report. The sort and filter panel allows users to quickly run reports that generate findings for specified locations or categories, or by progress, priority or resolution status.

La Quinta Library

Doors - Chamber Of Commerce : Door , Hardware

**Door Between Library & Chamber Of Commerce
Push Bar / Lever**

Door , Hardware : Door Opening Pressure

Finding

The door opening force for this door is greater than allowed.

On-Site Finding 10.00 pounds

Recommendation

Adjust the closer on the door to meet the door opening force requirements.

Recommendation Up to 5.00 pounds

Costing Info (Estimated)

Adjust door closer pressure. \$25



Code Reference CA 1133B.2.5, ADA 404.2.9

Progress

Record Number	43596	Resolution	None
Progress	Not_Started	Actual Date	
Projected Date	06/30/2013	Priority	Two
Actual Cost	\$0.00		
Contractor			
Comments	No Comments		

These two screenshots are examples of a finding page in a Basic Photo Report. This type of report shows the user the finding, with accompanying recommendation to correct the non-compliant item, the associated photo, code reference(s), estimated cost to remove the barrier, and any progress that has been added to update the transition plan.

La Quinta Museum

Doors - Museum 1st Floor : Door , Hardware

Archives 102

Lever

Door , Hardware : Door Opening Pressure

Finding

The door opening force for this door is greater than allowed.

On-Site Finding 8.00 pounds

Recommendation

Adjust the closer on the door to meet the door opening force requirements.

Recommendation Up to 5.00 pounds

Costing Info (Estimated)

Adjust door closer pressure. \$25



Code Reference CA 1133B.2.5, ADA 404.2.9

Progress

Record Number	43936	Resolution	None
Progress	Not_Started	Actual Date	
Projected Date		Priority	Two
Actual Cost	\$0.00		
Contractor			
Comments	No Comments		

Fair Oaks Park

Path of Travel - Exterior : Path Of Travel , Walking Surfaces

Path Of Travel At The Basketball Court

Exterior Walkway

Walking Surface Slope

Path Of Travel , Walking Surfaces : Walking Surface Slope

Finding

There are slopes greater than allowed maximum slope on the primary path of travel.

On-Site Finding 14.70 percent



Code Reference:
ADA 4.3.7, CA 1133B.7.3

Recommendation

Provide compliant sidewalk.

Recommended Up to 5.00 percent

Costing Information (Estimated)

Install compliant pathway: \$1,840

Record Number : 988033

Path of Travel - Exterior : Path Of Travel , Walking Surfaces

Path Of Travel At The Entrance To The Horticultural Center

Exterior Walkway

Walking Surface Slope

Path Of Travel , Walking Surfaces : Walking Surface Slope

Finding

There are slopes greater than allowed maximum slope on the primary path of travel.

On-Site Finding 6.40 percent



Code Reference:
ADA 4.3.7, CA 1133B.7.3

Recommendation

Provide compliant sidewalk.

Recommended Up to 5.00 percent

Costing Information (Estimated)

Install compliant pathway: \$1,840

Record Number : 987873

This screenshot is an example of a finding page in a Dual Photo Report. This type of report shows the user two findings per page, with accompanying recommendations to correct the non-compliant item, the associated photo, code reference(s), and estimated cost to remove the barrier.

The Dual Photo and Basic Photo Reports may be exported to an Excel workbook for easy management of the transition plan data. The Excel workbook exports into a pre-formatted table with the filter function atop each data column. The report is a fully functioning Excel spreadsheet that may be sorted, filtered and manipulated by the user. The column for Picture identification numbers includes cells that are live links to the second tab of the workbook which contains report photos. Clicking the cell for a particular report finding will bring up the associated picture on the Photos tab.

Record Number	Picture	Category	Location	Sub Location	Description	Sub Description
448 7784	19216	Reach Ranges	1st Floor	Science 112 & Biology 1	Fume Hood - Fume Hood	Cannot be Operated with one hand
449 7785	19216	Reach Ranges	1st Floor	Science 112 & Biology 1	Fume Hood - Fume Hood	Element Highest Point of Operation
450 7801	21179	Reach Ranges	1st Floor	Science 113 Biology Laboratory	Fume Hood - Fume Hood	Element Highest Point of Operation
451 7802	21179	Reach Ranges	1st Floor	Science 113 Biology Laboratory	Fume Hood - Fume Hood	Cannot be Operated with one hand
452 7792	19381	Reach Ranges	1st Floor	Science 114 Microbiology Laboratory	Fume Hood - Fume Hood	Element Highest Point of Operation
453 7793	19381	Reach Ranges	1st Floor	Science 114 Microbiology Laboratory	Fume Hood - Fume Hood	Cannot be Operated with one hand
454 7796	19401	Reach Ranges	1st Floor	Science 115 Biotechnology Laboratory	Biological Safety Cabinet - Other	Element Highest Point of Operation
455 7794	19351	Reach Ranges	1st Floor	Science 115 Biotechnology Laboratory	Fume Hood - Fume Hood	Cannot be Operated with one hand
456 7795	19391	Reach Ranges	1st Floor	Science 115 Biotechnology Laboratory	Fume Hood - Fume Hood	Element Highest Point of Operation
457 7792	19381	Reach Ranges	1st Floor	Science 116 Anatomy Laboratory	Fume Hood - Fume Hood	Cannot be Operated with one hand
458 7793	11818	Reach Ranges	1st Floor	Science 116 Anatomy Laboratory	Fume Hood - Fume Hood	Element Highest Point of Operation
459 7796	19383	Reach Ranges	1st Floor	Science 117 Life Science Preparation	Fume Hood - Fume Hood	Element Highest Point of Operation
460 7793	19385	Reach Ranges	1st Floor	Science 119 Life Science Preparation	Fume Hood - Fume Hood	Cannot be Operated with one hand
461 7801	21150	Reach Ranges	1st Floor	Science 119A Micro Preparation Room	Purifier Clean Bench - Other	Element Highest Point of Operation
462 7813	22625	Reach Ranges	1st Floor	Science 201 Math Laboratory	Computer Station - Computer Station	Element Highest Point of Operation
463 78137	22625	Reach Ranges	1st Floor	Science 201 Math Laboratory	Computer Station - Computer Station	Knee Height

Record Number	Picture	Category	Location	Sub Location	Description	Sub Description
4 43632	11757	Doors	Interior	Bookstore	Lever	
5 43594	11750	Doors	Exterior	Chamber Of Commerce	Chamber Of Commerce Entrance	Push Bar / D Handle
6 43596	11754	Doors	Interior	Chamber Of Commerce	Door Between Library & Chamber Of Commerce	Push Bar / Lever
7 43634	11755	Doors	Interior	Door To Garden	Door To Garden	Push Bar / D Handle
8 43635	11756	Doors	Interior	Door To Garden	Door To Garden	Push Bar / D Handle
9 43552	11542	Doors	Interior	Halfway Conference Room	Halfway Conference Room Door	Push Bar / Lever
10 43551	11542	Doors	Interior	Halfway Conference Room	Halfway Conference Room Door	Push Bar / Lever
11 43549	11549	Doors	Interior	Mens Restroom Near North	Entrance	Push / Pull
12 43479	11187	Doors	Exterior	North Entrance	North Entrance	Push Bar / D Handle
13 43567	11543	Doors	Interior	Room 110	Room 110	Lever
14 43568	11543	Doors	Interior	Room 110	Room 110	Lever
15 43546	11546	Doors	Interior	Storyline Room	Storyline Room	Push Bar / D Handle
16 43547	11546	Doors	Interior	Storyline Room	Storyline Room	Push Bar / D Handle
17 43553	11548	Doors	Interior	Womens Restroom Near North	Entrance	Push / Pull
18 43588	11745	Doors	Interior	Young Adult Room	Young Adult Room	Lever
19 43518	11480	Restrooms	Interior	Mens Restroom Near North	Entrance	Lavatory
20 43519	11480	Restrooms	Interior	Mens Restroom Near North	Entrance	Lavatory
21 43462	11168	Restrooms	Exterior	Outside Mens Restroom	Outside Mens Restroom	Lavatory

Welcome, jgrover | Support | Sign Out | Help

DACTrak Reports Tools

Clients: **City of La Quinta** Buildings

Buildings

Project Information
Address : 78-495 Calle Tampico La Qu
Start Date : 7/6/2011

Facility List

- Project Portfolio
- Project Home
- Facility Home
- Change Password
- Contact Us
- Record Manager**
- Global Progress Editor**
- Priority Manager

Facility Name	Address
Boys & Girls Club	49995 Park Avenue La Quinta, CA 92253
City Of La Quinta Sports Complex	Sports Complex La Quinta, CA 92253
Civic Center	78-495 Calle Tampico La Quinta, CA 92253
Fire Station #70	54001 Madison Street La Quinta, CA 92253
Fire Station #93	44555 Adams Street La Quinta, CA 92253
La Quinta Library	78-275 Calle Tampico La Quinta, CA 92253
La Quinta Museum	77-885 Avenida Montezuma La Quinta, CA 92253
La Quinta Senior Center	78-450 Avenida La Fonda La Quinta, CA 92253
La Quinta YMCA Daycare	49-955 Avenue 50 La Quinta, CA 92253
New Fire Station (Fire Station #32)	78111 Avenue 52 La Quinta, CA 92253
Police Substation	51351 Avenida Bermidas La Quinta, CA 92253
Public Works & Maintenance	78109 Avenue 52 La Quinta, CA 92253
Silver Rock Temporary Clubhouse	79-179 Ahmanson Lane La Quinta, CA 92253
Silverrock Maintenance Building	79-600 54 Avenue La Quinta, CA 92253

Users can update progress using the Tools drop down menu.

Record Manager allows each record to be updated individually.

Global Progress Editor allows many records to be updated at once with identical information.

Priority Manager allows many records to be updated at once with unique information.

DACTrak Reports Tools

Please select the client, project, facility, location and category to generate list of intakes to manage on.

Clients: **Fair Oaks Recreation and Parks District** Projects: **Fair Oaks Recreation and Parks District**

Facilities: **Fair Oaks Park** Locations: **All Locations**

Categories: **All Categories**

Name	Deficiency Type	Location
Accessible Parking	Element	Exterior
Benches Near The Play Area	Element	Exterior
Community Garden Parking Lot	Element	Exterior
Continuing Path Of Travel From The Softball Fields To The Skate Park	Element	Exterior
Curb Ramp From The Accessible Space Near The Play Area	Element	Exterior
Directional Signage From The Public Right Of Way	Element	Exterior
Directional Signage To All Common Areas	Element	Exterior
Drinking Fountain At The Horticultural Cener	Element	Exterior
Drinking Fountain Near The BBQ Area	Element	Exterior
Drinking Fountain Near The Restrooms	Element	Exterior
Drinking Fountain Near The Skate Park	Element	Exterior
Drinking Fountain Near The Softball Field Concession Stands	Element	Exterior
Gates To The Community Garden	Element	Exterior
Horticultural Center	Element	Exterior
Left Curb Ramp From The Accessible Spaces Near The Skate Park	Element	Exterior
Mens & Womens Restrooms	Element	Restrooms
Mens Restroom	Element	Restrooms
Mens Restroom	Element	Restrooms

Record Manager allows the user to choose which record to update individually.

DACTrak Reports Tools

1 2 of 2 [Back to List](#)

Facility: Fair Oaks Park

Curb Ramps - Exterior : Curb Ramp

Curb Ramp From The Accessible Space Near The Play Area

No Detectable Warnings

Finding
The curb ramp does not provide a detectable warning surface which includes truncated domes.
On Site Finding: Not Found

Recommendation
Provide compliant detectable warnings to surface.
Recommended: See Above

Costing Information
Provide detectable warning to surface. \$144.00

Citations
CA 1127B.5.8
ADA 4.7.7



1 of 1

Priority: Projected Date of Completion:

Progress: Actual Date of Completion:

Resolution: Actual Cost:

New Comment:

1 2 of 2

Once a record is chosen in Record Manager, the user can set the priority, select the status of progress, add projected and actual dates of completion and also document any notes regarding the record.

Drinking Fountains - Exterior : Drinking Fountains

Drinking Fountain Near The Skate Park

Clear Floor Space Slope

Finding
The Clear Floor Space Slope is not compliant.
On Site Finding: 8.40 percent

Recommendation
Provide compliant Clear Floor Space at the drinking fountain.
Recommended: Up to 2.00 percent

Costing Information
(None) \$0.00

Citations
ADA 4.15.5



1 of 1

Drinking fountain not operational at time of inspection.

Priority: Projected Date of Completion:

Progress: Actual Date of Completion:

Resolution: Actual Cost:

New Comment:

This screen shot represents an example of a record with progress, updates and comments added.

Record Manager gives an Administrator the most options to examine, manage and update the transition plan for the selected site.

Record Manager
Welcome, Bthorpe | Support | Sign Out | Help

DACTrak
Reports Tools Support

1 2 3 4 5 > Next 5 of 14
Back to List

Facility: Sacramento National Wildlife Refuge

Restrooms - Visitors Center : Restroom , Toilet Compartment

Mens Visitor Center Restroom

Toilet Compartment Width

Finding
There is insufficient clear floor space in the compartment.
On Site Finding: 41.75 inches

Recommendation
Modify or replace the compartment to provide adequate clear floor space.
Recommended: At least 60.00 inches

Costing Information
Install accessible stall. \$4,000.00

Citations
ADA 604.8.1.1

Restroom , Toilet Compartment : Toilet Compartment Width

Remove one urinal, provide a compliant urinal, and make the toilet compartment accessible when the new visitors center is completed.

Priority: None
Progress: Not Started
Resolution: Select One

Projected Date of Completion
Actual Date of Completion
Actual Cost

New Comment

Update Cancel

1 2 3 4 5 > Next 5 of 14

Disability Access Consultants
Powered By DACTrak

All comments saved using the Update command are shown under the finding. All new comments that are added will also be listed in this area.

An Administrator is able to view findings related to the same element by using the advance controls, also located under the tool bar at the top of the page.

Record Manager
Welcome, Bthorpe | Support | Sign Out | Help

DACTrak
Reports Tools Support

1 2 3 of 3
Back to List

Facility: Sacramento National Wildlife Refuge

Reach Ranges - Exterior , Check Station : Reach Range , Element Highest Point Of Operation

Check Station

Map Box - Other

Element Highest Point Of Operation

Finding
The highest point of operation for the element is not compliant.
On Site Finding: 59.87 inches

Recommendation
Make sure that the highest point of operation is within the recommended value.
Recommended: 28.00 - 44.00 inches

Costing Information
Readjust element height. \$50.00

Citations
ADA 309
ADA 308
ADA 902.4.2

Reach Range , Element Highest Point Of Operation : Element Highest Point Of Operation

Priority: 1
Progress: In Progress
Resolution: Select One

Projected Date of Completion: 6/6/2012
Actual Date of Completion
Actual Cost

New Comment: Staff to relocate when repainting building in July 2012

Update Cancel

1 2 3 of 3

Disability Access Consultants
Powered By DACTrak

A priority level of 1 through 7 can be assigned to the element.

Projected and actual dates of completion are entered here. The Administrator can also add the actual cost of bringing the element into compliance for budgeting and expense reporting.

New Comments can be added here and saved using the Update command.

DACTrak Reports Tools

Please select the filter criteria and click 'Generate List' to view the deficiencies you are able to edit.

Clients: Fair Oaks Recreation and Parks District Projects: Fair Oaks Recreation and Parks District
 Facilities: Fair Oaks Park Locations: All Locations
 Categories: Passenger Loading Zones Generate List

Location	Element Description	Finding	Progress	Projected Completion Date	Actual Completion Date
Exterior	Passenger Loading Zone At The Horticultural Center	There is less than the minimum required length in the access aisle at the passenger loading zone.			
Exterior	Passenger Loading Zone At The Horticultural Center	The slope of the asphalt surface for the access aisle at the passenger loading zone is greater than 2%.			
Exterior	Passenger Loading Zone At The Horticultural Center	There is no signage designating accessibility posted at the passenger loading zone.			
Exterior	Passenger Loading Zone At The Horticultural Center	There are no detectable warning devices provided at the passenger loading zone.			
Exterior	Passenger Loading Zone Near The Restrooms	There is no signage designating accessibility posted at the passenger loading zone.			
Exterior	Passenger Loading Zone Near The Restrooms	The slope of the asphalt surface for the access aisle at the passenger loading zone is greater than 2%.			
Exterior	Passenger Loading Zone Near The Restrooms	There are curbs between the access aisle and the vehicle pull-up space.			

Projected Date: Clear
 Actual Date: Clear
 Priority: None
 Progress: Not Started
 Resolution: None Set

Select deficiencies from the list above, and enter new values below. To erase a value, leave the field blank and press Clear.

This is an example of Global Progress Editor, where the user may select many records to update at one time. In this example, the category has been filtered to Passenger Loading Zones using the Categories drop down menu.

DACTrak Reports Tools

Please select the filter criteria and click 'Generate List' to view the deficiencies you are able to edit.

Clients: City of La Quinta Projects: Buildings
 Facilities: Silverrock Maintenance Building Locations: All Locations
 Categories: Sinks Generate List

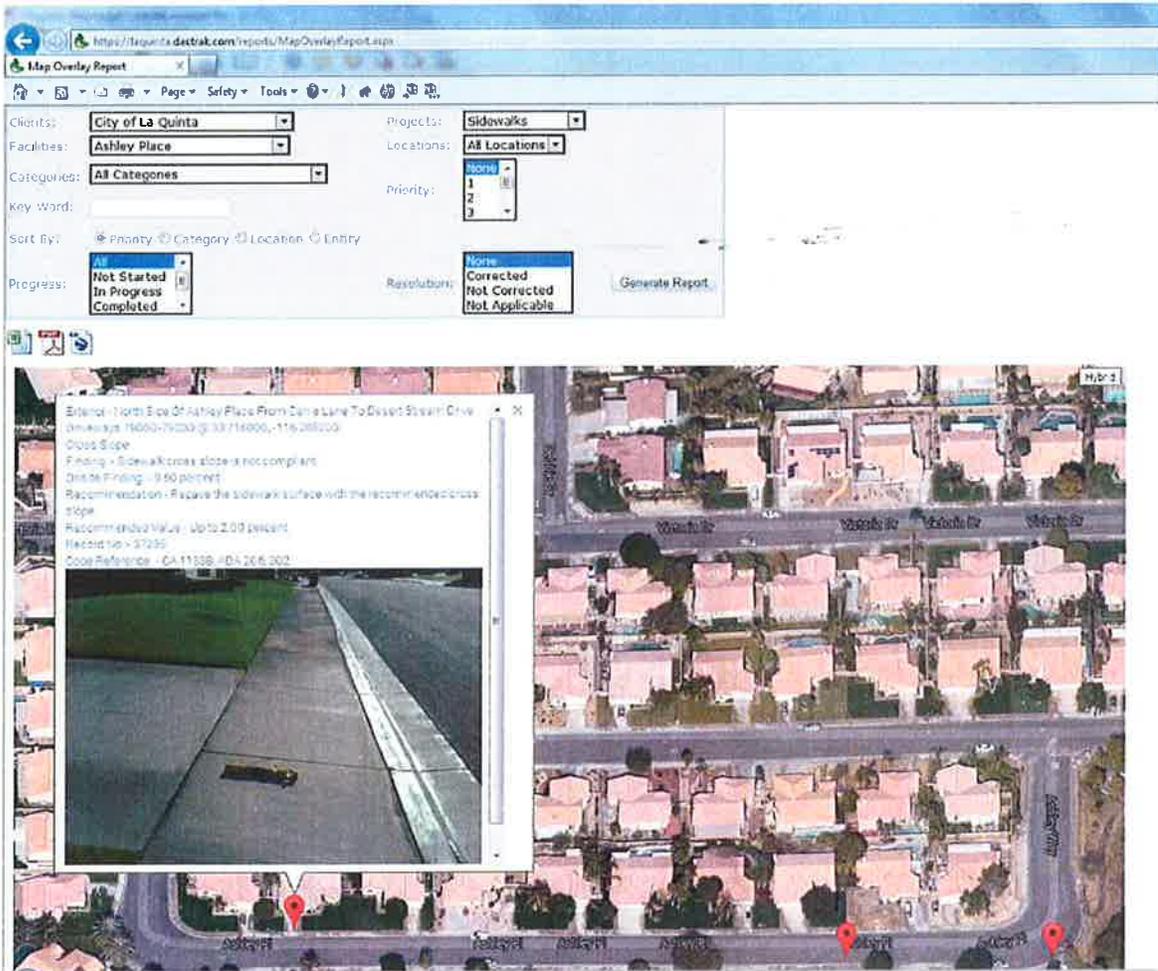
Location	Element Description	Finding	On Site Finding	Priority	Progress	Resolution	Projected Completion Date	Actual Completion Date	Cost Responsibility	Contractor
Interior	Maintenance Sink counter Bay	Sink counter height is not compliant.	35.37 inches	None	None	None			None	
Interior	Maintenance Sink counter Bay	The height of the controls and operating mechanisms for the dispenser is not at the correct height.	55.75 inches	None	None	None			None	
Interior	Maintenance Sink counter Bay	The height of the controls and operating mechanisms for the dispenser is not at the correct height.	49.50 inches	None	None	None			None	

Select deficiencies from the list above, and enter new values. To erase a value, leave the field blank.

Submit

This is an example of Priority Manager, where the user may select many records to update with unique information from one screen. The user may select progress information from the drop down menus and enter dates for each line item. All information is updated with one click of the Submit button. In this example, the category has been filtered to Sinks using the Categories drop down menu.

When GPS information is recorded for the location of an outdoor finding, such as the sidewalk report below, a Map Overlay report is available to view on DACTrak. This report shows a map of the area where the survey was performed, and pinpoints the location of the finding. Clicking on the pinpoint brings up a screen showing the finding, recommendation to bring the item into compliance, a photo of the finding and the associated code references.



AGENDA # 15



Staff Report

TO: Honorable Mayor and Members of the Hemet City Council

FROM: Jessica A. Hurst, Deputy City Manager / Administrative Services;
Gary Thornhill, Interim City Manager

DATE: December 8, 2015

RE: Renewal of annual support and maintenance for Tyler Technologies Eden ERP Financial Software

RECOMMENDED ACTION:

It is respectfully requested that the City Council:

1. Approve the annual support and maintenance for continued use of the Tyler Technologies Eden ERP Financial Software in the amount of \$55,984.60, and
2. Authorize the City Manager to approve purchase orders in support of this purchase.

BACKGROUND:

For over 20 years, the City of Hemet has used Tyler Technologies Eden software as it's enterprise resource planning (ERP) system. Eden is a modular system, providing software specifically tailored to each function or use. The integration of these modules provides a centralized system able to provide accurate, up-to-date data in real-time. Integration between modules also eliminates the need for manual import and export of data between systems.

While Eden is the primary software solution used by the City for financial management, its use is truly city-wide. In addition to general accounting and budgeting, Eden software modules support general ledger, accounts payable, CASS (Coding Accuracy Support System for street address accuracy), accounts receivable, human resources, fixed assets, parcel manager, purchasing/procurement, business licensing, utility billing and payroll.

Through special interfaces, Eden connects to other City software to automate a variety of tasks. An interface for the City's cashiering system (Progressive Solutions) allows of the posting of online and over-the counter payments to Eden accounts. Eden also connects the City's CRW Software, used by Planning, Code Enforcement and Building & Safety Divisions. This connectivity allows the Eden system to check for unpaid fees before allowing permits to be issued.

FISCAL IMPACT:

Funding for annual support and maintenance of Tyler Technologies Eden ERP Financial Software in the amount of \$55,984.60 is budgeted in FY 15/16 in Fund 680-1930-2265 (Information Technology – Software Maintenance).

Respectfully submitted,

Fiscal view:



Scott Underwood
I.T. Supervisor



Jessica A. Hurst
Deputy City Manager
Admin Svcs

Attachment(s): Tyler Technologies Invoice # 045-147613



Remittance:
 Tyler Technologies, Inc.
 (FEIN 75-2303920)
 P.O. Box 203556
 Dallas, TX 75320-3556

Invoice

Invoice No	Date	Page
045-147613	12/01/2015	1 of 2

Empowering people who serve the public®

Questions:

Tyler Technologies - ERP & Schools
 Phone: 1-800-772-2260 Press 2, then 1
 Fax: 1-866-673-3274
 Email: ar@tylertech.com



Bill To: City of Hemet
 445 E Florida Avenue
 Hemet, CA 92543-4209

Ship To: City of Hemet
 445 E Florida Avenue
 Hemet, CA 92543-4209

Customer No.	Ord No	PO Number	Currency	Terms	Due Date
5158	72648		USD	NET30	12/31/2015

Date	Description	Units	Rate	Extended Price
Contract No.: HEMET, CITY OF				
	Administration Support	1	4,682.39	4,682.39
	Maintenance: Start: 01/Jan/2016, End: 31/Dec/2016			
	Accounts Receivable Support	1	1,560.80	1,560.80
	Maintenance: Start: 01/Jan/2016, End: 31/Dec/2016			
	CASS Support	1	2,518.84	2,518.84
	Maintenance: Start: 01/Jan/2016, End: 31/Dec/2016			
	Cash Register Interface Support	1	426.07	426.07
	Maintenance: Start: 01/Jan/2016, End: 31/Dec/2016			
	Data Dictionaries Support	1	380.32	380.32
	Maintenance: Start: 01/Jan/2016, End: 31/Dec/2016			
	Fixed Assets Support	1	2,868.79	2,868.79
	Maintenance: Start: 01/Jan/2016, End: 31/Dec/2016			
	GL/AP Support	1	7,803.99	7,803.99
	Maintenance: Start: 01/Jan/2016, End: 31/Dec/2016			
	Handhelds Support	1	426.07	426.07
	Maintenance: Start: 01/Jan/2016, End: 31/Dec/2016			
	Human Resources Support	1	5,112.72	5,112.72
	Maintenance: Start: 01/Jan/2016, End: 31/Dec/2016			
	Licensing Support	1	5,680.80	5,680.80
	Maintenance: Start: 01/Jan/2016, End: 31/Dec/2016			
	Parcel Manager Support	1	1,420.18	1,420.18
	Maintenance: Start: 01/Jan/2016, End: 31/Dec/2016			
	Purchasing Support	1	1,560.80	1,560.80
	Maintenance: Start: 01/Jan/2016, End: 31/Dec/2016			
	Payroll/Position Control Support	1	9,927.18	9,927.18
	Maintenance: Start: 01/Jan/2016, End: 31/Dec/2016			
	Utility Billing Support	1	9,941.38	9,941.38
	Maintenance: Start: 01/Jan/2016, End: 31/Dec/2016			
	Human Resources Support Web	1	1,674.27	1,674.27
	Maintenance: Start: 01/Jan/2016, End: 31/Dec/2016			



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 P.O. Box 203556
 Dallas, TX 75320-3556

Invoice

Invoice No	Date	Page
045-147613	12/01/2015	2 of 2

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 445 E Florida Avenue
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Ship To: City of Hemet
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Customer No.	Ord No	PO Number	Currency	Terms	Due Date
5158	72648		USD	NET30	12/31/2015

Date	Description	Units	Rate	Extended Price
------	-------------	-------	------	----------------

****ATTENTION****
 Order your checks and forms from
 Tyler Business Forms at 877-749-2090 or
 tylerbusinessforms.com to guarantee
 100% compliance with your software.

Subtotal	55,984.60
Sales Tax	0.00
Invoice Total	55,984.60



Staff Report

TO: Honorable Mayor and Members of the City Council
FROM: Carla Callahan, CDBG Coordinator
DATE: December 8, 2015
RE: 2016-2017 Housing and Community Development Needs

RECOMMENDATION:

- 1) That the City Council conduct a public hearing to elicit comments of citizens, public agencies, and other interested parties regarding community needs and priorities, and
- 2) Receive and consider all comments for incorporation in the City of Hemet 2016-2017 Annual Action Plan draft, and
- 3) Appoint two Council members to the 2016/17 CDBG application selection and funding recommendations ad hoc committee.

BACKGROUND:

The City of Hemet is an entitlement city of the Community Development Block Grant (CDBG) program and as such, receives annual grants on a formula basis from the U.S. Department of Housing and Urban Development (HUD). The purpose of CDBG is to carry out a wide range of community development activities directed toward revitalizing neighborhoods, economic development, and providing improved community facilities and services, with maximum feasible priority given to activities which benefit low and moderate income persons. The City is responsible for developing its own programs and funding priorities within CDBG and HUD requirements, as well as monitoring sub-recipients of the funds awarded under this grant.

In order to receive CDBG funding the City is required to prepare an Annual Action Plan. This plan identifies the City's priorities and objectives for CDBG funding during the 2016-2017 program year. CDBG funds can be used for a variety of activities including but not limited to, afterschool activities, child care, education, health programs, job training, public transportation, and senior or youth programs. In addition, CDBG can fund public facilities development or improvements such as, clinics, community centers, domestic violence and homeless shelters, economic development activities, fire stations, libraries, parks and playgrounds and street improvements. The participation of residents, service providers, government agencies, community organizations, businesses and other interested parties is an essential part of developing the City's Annual Action Plan.

ANALYSIS:

It is anticipated that the City will receive approximately \$750,000 in CDBG funding for the 2016-2017 program year, July 1, 2016 through June 30, 2017. Regulations established by HUD, for receiving CDBG funding, require citizen participation in establishing funding needs and priorities. Information gathered will be summarized and incorporated into the City's 2016-2017 Annual Action Plan draft. The Annual Action Plan draft will be available for public review, comment and a public hearing before final submission to HUD on May 16, 2016.

FISCAL IMPACT:

No General Fund Impact. Funding for this activity is included in the FY 15/16 CDBG Planning & Administration budget, account 240-1925.

Respectfully submitted,



Carla Callahan
CDBG Coordinator

Approved:



Gary Thornhill
Interim City Manager

Academic Performance Index was 918, the highest of any of the Riverside district's 29 elementary schools. The index, since suspended by the state, measured the performance of schools and districts and ranged from 200 to 1,000, with 800 being the state goal.

The feat is not the school's first accolade. In 2008, it was named a California Distinguished

the team was honored for the award, and Assistant Principal Jeanette Prescott also will make the trip.

BUILDING A COMMUNITY

The running club, which works out before school starts, is one program that helps students succeed because of the link between physical fitness and academic achievement, Williams said.

Parent Jag Patel, who stood on the sidelines urg-

ceive 20 minutes of intensive instruction.

PARENTS IN EQUATION

Parent involvement is actively sought, Williams said. "A lot of it is personal outreach," she said. "We make parents welcome on campus. We want to instill that trust that we have their child's best interest at heart."

Parents who work are never made to feel "less than" because they cannot



Lake Mathews Elementary School's running brain food for children," said the parent of i

be as involved in campus activities, Williams said.

The Lake Mathews Elementary PTA plays a significant role, Williams said.

President Nicole De An-

da said the more than \$

2014-15 school The money trips for each grades; a

PUBLIC NOTICES - "YOC
Call 1-800-880-0345 o



CITY OF HEMET NOTICE of PUBLIC HEARING and CDBG FUNDING AVAILABILITY

The Hemet City Council will hold a public hearing on Tuesday, December 8, 2015 at 7:00 p.m. in the Council Chambers located at 450 East Latham, Hemet, California. The hearing is an opportunity to consider any comments or views of citizens, public agencies, and other interested parties in preparation for receipt of approximately \$745,000 in Community Development Block Grant (CDBG) funding and development of the Annual Action Plan for the period of July 1, 2016 through June 30, 2017, as required by the U.S. Department of Housing and Urban Development (HUD) and the City of Hemet Citizen Participation Plan. The funding objectives are to develop viable communities through public/private partnerships by providing decent affordable housing, a suitable living environment, and expanded economic development opportunities principally for persons of low and moderate income. CDBG applications will be available from November 2 through December 22, 2015 with a submission deadline of 5pm on Tuesday December 22, 2015. The City will host a voluntary application workshop Wednesday, November 4, 2015 at 3pm.

Documents may be examined on the City's web page at www.cityofhemet.org by selecting Departments, Grant Funded Programs, and Community Development Block Grant. For additional information, including accommodations for non-English speakers or persons with disabilities, contact Carla Callahan, CDBG Coordinator at 951-765-3722 or via the California Relay Service at 711. Written comments must be received by 5pm Monday, December 7, 2015, at the address below.

CITY OF HEMET
 510 East Florida Avenue
 Hemet, California 92543

NOTICE OF WAREHOUSE LIEN SALE

I am an attorney at law retained to collect these debts. Any information obtained will be used for that purpose. NOTICE IS HEREBY GIVEN that the mobilehome described below will be sold as is at public sale on November 25, 2015 at the hour of 10:00 a.m. at Space 30, London Spire Mobile Home Community located at 725 W. Thornton Avenue, Hemet, California in order to satisfy the lien claimed by the owner of the above mentioned mobilehome park for storage and other related charges incurred by Wayne Wamsley & Kondal Wamsley. The mobilehome park owner may participate in the public sale.

Rent & Storage	\$ 2,085.00
Electricity	\$ 167.58
Gas	\$ 85.55
Water	\$ 12.53
Sewer	\$ 121.08
W/s & Measure	\$ 9.00
Trash	\$ 84.00
Total Claim	\$ 2,544.78

The sale will be free and clear of all claims, liens and encumbrances of record except for possible liens of unpaid mobilehome registration fees and unpaid taxes, if any. The Mobile Home Park owner has enforced a judgment for possession of the premises. Presently there is no right to keep this unit on Space 30. However after the sale is concluded, the management may entertain offers of financial consideration from the buyer in exchange for granting the buyer permission to leave the unit on-site in the future. Any prospective buyer wishing to reside in the unit must qualify for that right via the application and approval process. Details are available at the Mobile Home Park on-site office. In the event that a post-sale agreement re: future occupancy is not reached, then the Mobile Home Park owner reserves the right to require the removal of the mobilehome within 48 hours after the sale. Prospective purchasers must tender a cashier's check for the full amount of the purchase immediately at the conclusion of the sale. Except for the warranty that this sale is authorized by law, absolutely no warranties of sale are made. The park reserves the right to postpone and reschedule the sale without further notice. The general public will have access to the Mobilehome Park premises for purposes related to this sale. This sale does not include any contents of the unit and the successful bidder is responsible for the lawful disposition of all remaining contents of the unit. The Mobilehome is described as: One (1) 1972 Fleetwood Broadmore Single Family Mobile Home, California HCD Decal No.: AAK8425; Serial No.: 5857; HUD Label/Insignia No.: 23304; Length: 60'; Width: 12'.

London Spire Mobile Home Community's claim for sums unpaid for July 1, 2015 through October 31, 2015, is set forth above and must be paid by the registered owner or other party in interest within 10 days of this notice in order to redeem the mobilehome, remove it from Space 30 and stop the sale. The Registered Owner's payment of the sums demanded by this Notice will not reinstate the tenancy (and sub-tenancy, if any) under a rental agree-



¡Me gusta ahorrar dinero!

Encontré mis medicamentos recetados y copagos a costos más bajos al comparar planes durante la inscripción abierta de Medicare.

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de la misma edad. 20,000 estudiantes y que es el número 17 en la nación en ofrecer licenciaturas a estudiantes latinos.
"Lo que queremos es estar con ellos los próximos cinco años y hasta que se gra-



**CIUDAD DE HEMET
AVISO de AUDIENCIA PÚBLICA
Y DEMONSTRACION de FONDOS de CDBG**

El Consejo Municipal de la Ciudad de Hemet tendrá una junta para el público el martes, 8 de diciembre de 2015 a las 7:00 p.m. en las salas del consejo ubicado en 450 E. Latham, Hemet, California. La audiencia es una oportunidad para considerar cualquier comentario o puntos de vista de los ciudadanos y organizaciones públicas que estén interesados en la elaboración para recibir aproximadamente \$745,000 en fondos de asistencia de desarrollo comunitario (CDBG) y desarrollo del Plan de Acción anual que existe en el periodo del 1 de julio de 2016 a través de 30 de junio de 2017, el cual es requerido por el Departamento de Vivienda y Desarrollo Urbano (HUD) y también por el Plan de Participación Ciudadana de la ciudad de Hemet. Los objetivos de financiación son para desarrollar comunidades asequibles a través de asociaciones públicas/privadas para proveer viviendas viables, un ambiente de vida adecuado y oportunidades de desarrollo económico dedicado principalmente para personas de bajos ingresos. Aplicaciones de CDBG estarán disponibles desde el 2 de noviembre al 22 de diciembre de 2015 con una fecha límite de presentación a las 5:00 p.m. el martes, 22 de diciembre de 2015. La ciudad hospedara un taller de aplicación voluntaria el miércoles, 4 de noviembre 2015 a las 3:00 p.m.

Los comentarios escritos deben de ser recibidos a la dirección que está escrita abajo, antes de las 5:00 p.m. del lunes, 7 de diciembre de 2015. Los documentos pueden ser examinados en la página de internet de la Ciudad de Hemet, www.cityofhemet.org seleccionando lo siguiente: Departments, Grant Funded Programs, and Community Development Block Grant. Para información adicional o para acomodar personas que no hablen inglés o personas discapacitadas, por favor comuníquense con Carla Callahan, Coordinadora de CDBG al número de teléfono 951-765-3722 o mediante el servicio de emisión de California al 711.

CIUDAD DE HEMET
510 East Florida Avenue
Hemet, California 92543



AGENDA # 17

Staff Report

TO: Honorable Mayor and Members of the Hemet City Council

FROM: Gary Thornhill, Interim City Manager *GT*
Deanna Elliano, Community Development Director *DE*

DATE: December 8, 2015

RE: **ZONING ORDINANCE AMENDMENT (ZOA) NO. 15-006** A city initiated ordinance amending certain sections of Chapter 90 (Zoning Ordinance) of the City of Hemet Municipal Code to update provisions related to use of metal shipping containers for storage in the commercial and industrial zoned properties in the City of Hemet

RECOMMENDED ACTION:

That the City Council:

1. *Introduce by title only, and waive further reading of **Ordinance Bill No. 15-021** approving Zoning Ordinance Amendment No. 15-006 as recommended by the Planning Commission; and*
2. *Adopt **Resolution Bill No. 15-060** establishing a permit fee of \$388.00 for the review and permitting of permanent Metal Storage Containers in accordance with the standards in the ordinance; and*
3. *Direct the staff to file a Notice of Exemption for the ordinance with the County Clerk in accordance with CEQA Guidelines.*

BACKGROUND

The proposed zoning ordinance amendment was initiated by the Planning Commission at a work study held on August 19, 2014 to review the issues related to the metal storage containers (i.e. cargo containers) in the commercial and industrial zoned areas of the city. The use of the containers by businesses was resulting in code enforcement cases because the City's existing zoning code does not permit this type of structure on a permanent basis. In response, the Commission and staff have been reviewing this issue and meeting with the Chamber of Commerce to discuss the need for the containers, and the establishment of reasonable regulations to ensure that they do not contribute to visual blight within the city.

Over the course of the past 6 months, the staff met with members of the Chamber of Commerce on three occasions to discuss and refine the provisions of the draft ordinance. Staff also learned in the process that the use of such containers in the city is already very prevalent, and many had been in place for several years despite the fact that the City's ordinances do not permit them, except for temporary uses of up to 90 days with the issuance of a Temporary Use Permit.

The Planning Commission reviewed and discussed several drafts of the ordinance at noticed public hearings held on June 2, July 21, September 15, October 20, and November 17, 2015. The proposed ordinance before the Council and included as Attachment 1 to this report was unanimously recommended for approval by the Commission at their meeting of November 17, 2015.

ANALYSIS

Metal Shipping Containers (MSC), or cargo containers, are generally used to transfer goods from one location to another via truck, rail or ship and are widely used in the overseas shipping industry and ground distribution throughout the world. They are also being used as a convenient and relatively low cost storage unit for businesses, and for temporary purposes, such as during construction or seasonal stocking of goods. The sizes of MSC vary by the nature of use. Many corporations are now offering temporary storage containers for moving purposes such as “PODs” or “U-Box” by U-Haul and many others and are sized generally 8x7x7 feet. The more common storage containers are the larger cargo containers, as shown in the photos in Attachment 5 to this report, and generally sized 8x8x20 to 8x8x53 feet.

While these containers are convenient for the users, the municipalities are finding it necessary to regulate certain aspects, (e.g.: placement, duration, use, aesthetics) to minimize an overabundance of the MSC in commercial and industrial areas. Staff acknowledges the convenience and low cost of MSC and is looking for a solution to allow the use of MSC for various zoning designations in the city; while maintaining a quality aesthetic in the city's business districts.

Existing Regulations

Currently, the Hemet Municipal Code does not address the placement, duration or use of such containers and is only mentioned in the Section 90-1046 (g)(2)d. The storage containers are only permitted under Article XXX (30), in the Manufacturing Zones (BP, M-1, M-2) of the Hemet Municipal Code (HMC). Section 90-1046(g)(2)d. of the HMC states the following:

Temporary outdoor storage containers may be permitted for a period not exceeding 90 days in a calendar year upon review and approval of a temporary use permit by the community development director.

Per the Planning Commission's discussion from June 2, July 7, July 21, September 15, October 20 and November 17, 2015 staff analyzed the concerns and questions the Planning Commission raised; as well as, the concerns the business community raised on two Chamber of Commerce meetings held on August 24 and September 2 and a third meeting with the representative from the Chamber on November 12, 2015. The items of discussion at the meeting included the standards for approval by the Community Development Director, the potential grandfathering of existing MSCs in the industrial zone, required screening, extending 90-day time period at a construction zone, electricity in the MSC and separate requirements for public/quasi-public agencies. Additional discussions included “hardship” status, creating a MSC permit, exemptions for residential temporary uses and construction uses, temporary use for commercial and industrial, and permanent uses.

Staff also considered the existing agricultural uses in the agricultural zones with five (5) acres and greater in the city that are using MSC as part of their daily business. Such businesses can continue the use with no additional permit or review by the city. Additionally with the pending arrival of El Nino weather pattern, the public and quasi-public agencies (e.g., public works, engineering, Hemet Police, Hemet Fire, Riverside County Flood District, and Valley Wide) may have the needs for the use of MSC for strategic placement of equipment and materials for speedy

deployment. The contents may include sand bags, tools, emergency barriers, cones, emergency signs, lighting equipment, etc. Such uses shall not necessitate a review or approval from the city for the temporary use of the MSC for public convenience and safety.

Review of Other City Ordinances

The standards and regulations proposed by staff and recommended by the Planning Commission are based on the review and analysis of numerous local jurisdictions as well as recognition of business owner's interest in additional storage for limited commercial square footage. A summary of the metal storage containers regulations for nine (9) jurisdictions within the County of Riverside are shown in Attachment 4. Staff relied on the discussions and direction of the Planning Commission, members of the Hemet San Jacinto Valley Chamber of Commerce and the neighboring jurisdiction regulations in crafting the regulations.

PROPOSED ORDINANCE AMENDMENT

ZOA15-006 proposes to add a new section of the code that addresses the MSC use in the commercial and industrial zoned properties. The amendment also identifies several exemptions on limited time use as a part of moving and construction purposes. The ordinance amendment would give the opportunity to legalize the existing businesses in the city that are already utilizing the MSC as a part of their daily operation. The draft ordinance is categorized in four sections.

Exemptions

A number of exemptions are included in the ordinance for those types of uses that do not require a permit.

Temporary or Seasonal Uses

The temporary or seasonal uses will be permitted in the C-1, C-2, C-M, M-1, M-2, and B-P zoning designations. The Temporary Use Permit will be required to have a MSC on the property for a limited-term basis at a current application fee of \$130. The time limit will be capped at a maximum of 90 calendar days unless extended one time by the Community Development Director. The approval of the temporary use of MSC will be based on several criteria such as placement, operational standards, condition of the MSC (painted in good conditions) etc. pursuant to the standards in the draft ordinance.

Permanent Uses – Commercial and Industrial

The permanent use of the MSC will be allowed in the commercial and industrial zones, subject to a permit. The City of Hemet will create a new application called Metal Storage Container Permit (MSCP). MSCP permit is required for all permanent uses for the MSC in the above referenced zoning designations. This permit will require a review of the site plan and a field inspection by staff for compliance with the standards contained in the ordinance. A companion Fee Resolution is proposed to establish a new permit fee of \$388.00 for the permanent placement of metal storage containers.

Hardship - Determination

Businesses that cannot meet all the newly established standards, but can meet the findings for hardship (similar to the findings for an Administrative Adjustment) can request a "hardship

provision” for the existing containers. Hardship status is approved by the Community Development Director as part of MSCP application review. The following are the findings for a hardship status:

1. *There are unique physical circumstances applicable to the subject land, including size, shape, topography, location or surroundings; and*
2. *The strict application of the provisions of this section deprives the property of the right to use the land in a manner enjoyed by other conforming property in the vicinity; and*
3. *The approval of a hardship determination does not constitute a grant of special privileges which other conforming properties in the vicinity do not enjoy.*

PLANNING COMMISSION PUBLIC HEARINGS

The Planning Commission took public testimony on ZOA15-006 at several noticed public hearings. There were several members of the public who spoke regarding the draft ordinance and on the number of units, placements, screening and electricity use in the MSC. After hearing all of the testimonies and concerns from the public, the Planning Commission adopted the Planning Commission Resolution No. 15-012 by a vote of 4-0 on November 17, 2015 (Attachment 3).

CONSISTENCY WITH ADOPTED GOALS, PLANS, AND PROGRAMS

ZOA15-006 implements General Plan Implementation Program LU-P-3 (Comprehensive Municipal Code Update) to update the municipal code chapters as needed to be consistent with the goals and policies of the General Plan and to address changes in state and federal law, or the adoption of regional program as required.

ZOA 15-006 also implements General Plan Implementation Program LU-P-10 (Business Assistance & Retention Program) to improve and clarify government requirements and the development process to provide business assistance, retention, and attraction.

COORDINATION AND PUBLIC REVIEW

On July 21, 2015, the Planning Commission continued the item off calendar to allow additional time to discuss the matter with the local business owners through the Hemet San Jacinto Valley Chamber of Commerce. On September 5, 2015, the City published a notice in the Press Enterprise of a public hearing before Planning Commission on September 15, 2015. At that meeting, the item was continued to October 20, 2015 for the City's zoning ordinance to be considered. On October 20, 2015, the item was continued to November 17, 2015 to allow adequate time to modify the ordinance based on comments received. A notice of the City Council meeting on this item was published on November 24, 2015, and the ordinance was distributed to the Chamber membership. As of the writing of this staff report, staff has not received any public comments in favor or in opposition on the draft ordinance.

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 15061(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.

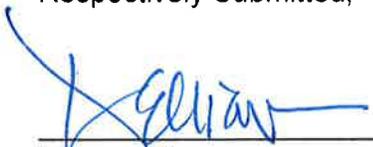
CONCLUSION

The City of Hemet has been allowing the use of temporary storage containers in commercial and manufacturing zones, through the approval of a Temporary Use Permit (TUP). Additionally, some containers are placed and utilized without the benefit of city review and approval. To address these and other concerns regarding the use of metal storage containers, staff has drafted an ordinance to allow businesses the ability and a process to obtain permanent placement of metal storage containers on their property subject to specific standards.

FISCAL IMPACT:

There is no direct fiscal impact resulting from the adoption of Ordinance Bill No. 15-021 and the implementation of ZOA15-006.

Respectively Submitted,



Deanna Elliano
Community Development Director

ATTACHMENTS:

1. Proposed City Council Ordinance Bill No. 15-021: Proposed amendments to Sec. 90-82 (Metal Storage Containers)
2. Proposed City Council Resolution Bill No. 15-060, establishing a permit fee for Metal Storage Container Permits
3. Planning Commission Resolution No. 15-012 recommending approval of ZOA 15-004
4. Comparison table for Metal Storage Container in Riverside County
5. Photos of metal storage containers

ATTACHMENT 1



**CITY OF HEMET
Hemet, California**

ORDINANCE BILL. NO 15-021

**AN ORDINANCE OF THE CITY COUNCIL OF THE CITY
OF HEMET, CALIFORNIA AMENDING PORTIONS OF
HEMET MUNICIPAL CODE CHAPTER 90 (ZONING) TO
ESTABLISH REGULATIONS FOR METAL STORAGE
CONTAINERS USE IN THE CITY OF HEMET.**

WHEREAS, the proposed amendments implement General Plan Implementation Program LU-P-3 (Comprehensive Municipal Code Update) and LU-P-10 (Business Assistance & Retention Program) to regulate the use and placement of the metal storage containers; and

WHEREAS, the proposed amendments clarifies the zoning and standards of the metal storage container uses; and

WHEREAS, the proposed amendments update the City's metal storage container regulations; and

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

WHEREAS, on November 17, 2015, the Planning Commission was presented with a draft of this Ordinance Bill No. 15-021 and, after conducting a duly noticed public hearing and after due consideration of the testimony, voted to adopt Planning Commission Resolution No. 15-020, recommending that the City Council approve Ordinance Bill No. 15-021; and

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

1 **SECTION 1: ADDITION OF ARTICLE III SECTION 90-82.**

2 Article III of the Hemet Municipal Code is amended as shown in Exhibit "A" hereto.

3 **SECTION 2: CEQA FINDINGS.**

4 The City has analyzed this proposed project and has determined that it is
5 exempt from the California Environmental Quality Act ("CEQA") under section
6 15061(b)(3) of the CEQA Guidelines, which provides that CEQA only applies to projects
7 that have the potential for causing a significant effect on the environment. Where as
8 here, it can be seen with certainty that there is no possibility that the activity in question
9 may have a significant effect on the environment, the activity is not subject to CEQA.
10 The addition and amendment of these sections to Chapter 90 referenced herein bring
11 the zoning ordinance into compliance with the General Plan. The proposed text
12 changes do not relate to any physical project and will not result in any physical change
13 to the environment. Therefore, it can be seen with certainty that there is no possibility
14 that this Ordinance may have a significant adverse effect on the environment and,
15 therefore, the adoption of this Ordinance is exempt from CEQA pursuant to Section
16 15061(b)(3) of the CEQA Guidelines.

17 **SECTION 3: SEVERABILITY.**

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

26 **SECTION 4: EFFECTIVE DATE**

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

1 **SECTION 5: PUBLICATION.**

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

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INTRODUCED at the regular meeting of Hemet City Council on _____ 2015.

APPROVED AND ADOPTED this ____ day of _____ 2016.

Mayor

ATTEST:

APPROVED AS TO FORM:

Sarah McComas, City Clerk

Eric S. Vail, City Attorney

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

5 I, Sarah McComas, City Clerk of the City of Hemet, do hereby certify that the
6 foregoing Ordinance was introduced and first read on the ___ day of _____ 2015,
7 and had its second reading at the regular meeting of the Hemet City Council on the ___
8 day of _____, 2015, and was passed by the following vote:

9

10 **AYES:**

11 **NOES:**

12 **ABSTAIN:**

13 **ABSENT:**

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Sarah McComas, City Clerk

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EXHIBIT A

Article II. Special Uses and Conditions

NEW Sec. 90-82: – Metal Storage Containers.

- (a) **Purpose.** The purpose of this section is to establish regulations and application procedures for the placement and use of metal storage containers in specified zones to ensure public safety and compatibility with the surrounding uses and neighborhoods. The City recognizes that certain businesses have relied on the long-term use of storage containers without any previous authority for such use in the municipal code. The establishment of this section seeks to bring these existing storage containers into compliance where possible, while also setting reasonable standards for the future use of storage containers by new businesses and development.
- (b) **Definitions.**
- (1) A *metal storage container (MSC)* is a portable shipping or cargo container made of metal that is used for the onsite storage of property, equipment, documents or goods associated with the primary business housed in an enclosed building on the property, or construction site. A metal shipping container is considered to be a maximum of eight (8) feet wide, and extend to a maximum of 53 feet long. For the purposes of this section, the MSC shall not be used as habitable space.
 - (2) A *Portable Moving Container* or “Portable on Demand” (POD) is a container that is rented by the user for a short period of time for the purpose of moving personal goods. The container shall not to exceed 8x8x16 feet in size.
- (c) **Exemptions.** The following uses are exempt from the metal storage container permit requirements:
- (1) A portable storage structure of 120 square feet or less, that is in compliance with the accessory structure provisions of the zone in which it is located.
 - (2) A portable moving container located on the driveway of private property for moving purposes only and for duration not to exceed 14 days. The container shall not be placed in the street or extend into the sidewalk or public right-of-way, or be placed in the front or side yard areas.
 - (3) Metal storage container(s) at a construction site with an active building permit in effect. The containers shall be removed within seven days of expiration of the building permit or prior to the issuance of a certificate of occupancy, whichever occurs first. The placement of the containers onsite shall be in compliance with the standards contained in Section (g), unless otherwise approved by the Community Development Director.
 - (4) Metal storage containers(s) at an existing and active agricultural operation in an Agricultural Zone, provided that the site is a minimum of five (5) acres in area, and the storage containers are setback a minimum of 25 feet from adjacent property lines or public rights of way.
 - (5) The placement of metal storage containers by public agencies for the storage of equipment and materials in the deployment of emergency preparedness or emergency response operations.
 - (6) Metal storage containers placed at public or private K-12 schools and public parks on sites of five (5) acres in area or larger for the storage of equipment and materials related to the

Sec. 90-82

Metal Storage Containers

operational use of the site, provided that the containers are setback a minimum of 25 feet from adjacent residential uses and public rights of way.

- (d) **Applicability.** The placement of any metal storage container in the City will require a permit from the Planning Division, exempt as exempted in subsection (c) above. Permits may only be obtained for those zones which allow metal storage containers per the permitted land use matrix of the applicable zone. Metal Storage Containers are not permitted in Specific Plan (SP) and Planned Community Development (PCD) zones unless specifically allowed per the SP or PCD document or referenced to this section.
- (e) **Permit Required - Temporary and Seasonal Uses.** A Temporary Use Permit (TUP) is required for any metal storage containers placed in Commercial and Industrial Zones for the purposes of seasonal over-stocking, or other temporary placement less than 90 days, pursuant to the following conditions:
- (1) A metal storage container shall not be placed on any property without the approval of a Temporary Use Permit pursuant to Sec. 90-73 unless otherwise specifically described in the exemption section (c) of this ordinance.
 - (2) The time limit will be capped at a maximum of 90 calendar days in a calendar year unless extended by the Community Development Director, based on unforeseen circumstances. Only one extension may be granted for any valid TUP.
 - (3) The placement of a temporary or seasonal container pursuant to this section may only be allowed in those Commercial and Industrial Zones allowing such use in the permitted uses matrix of the applicable zone.
 - (4) The placement of the containers onsite shall be in compliance with the standards contained in subsection (g) of this ordinance, unless otherwise approved by the Community Development Director for the temporary duration.
- (f) **Permit Required – Permanent Use.** A Metal Storage Container Permit (MSCP) is required to be issued by the City's Planning Division for any storage container remaining on a commercial or industrial property for longer than a 90-day period, and shall be subject to the following requirements:
- (1) An application for a metal storage container permit shall be filed on forms prescribed by the director and subject to a fee to cover the costs of processing the application in accordance with a schedule adopted from time to time by City Council resolution. A site plan showing the location of the container(s) in relation to the primary building and adjacent streets and properties, with all appropriate dimensions to scale, shall be required at the time of submittal.
 - (2) The permanent use of the metal storage container will only be allowed in the applicable commercial and industrial zoning designations that allow containers per the permitted uses matrix of the zone, Specific Plan, or Planned Community Development.
 - (3) A permit shall not be granted unless the placement and appearance of the metal storage container is in compliance with all of the standards contained in subsection (g) of this ordinance.
 - (4) Existing businesses with existing containers shall apply for the MSC permit within 180 days from the effective date of this ordinance. For existing businesses with existing containers documented as of the effective date of this ordinance that are not able to meet all of the standards contained in subsection (g), they may request the granting of a hardship

Sec. 90-82

Metal Storage Containers

provision by the Community Development Director, pursuant to subsection (h) of this ordinance.

(g) **Standards.** All metal storage containers shall be subject to the following requirements, unless otherwise specifically exempted pursuant to this chapter, or a hardship determination is approved by the Community Development Director pursuant to subsection (h).

- (1) The container shall be maintained in good condition with intact structural integrity, free of obvious deterioration, rust or graffiti, with exterior surface areas painted, and in compliance with all applicable federal, state and local laws. If any graffiti is found, it shall be removed by the property owner or business within 48 hours of notice.
- (2) Metal storage containers shall be concealed from view from the public right-of-way and adjacent land uses to the extent possible through placement on the site behind the primary building, or appropriate screening by walls, fences or landscaping.
- (3) The color of the metal storage container shall be painted a neutral color or match or complement the main building color. The container shall blend in with the surrounding area and buildings to limit its appearance as much as possible.
- (4) Metal storage containers shall not contain advertising, logos, or signage for the business, or other text that calls attention to the container.
- (5) Metal storage containers shall not be placed in any required parking spaces or drive aisles, and shall maintain a clear travel area for fire department and emergency access at all times.
- (6) A MSC shall not be placed in any location that interferes with the on-site drainage system, circulation, safety, or the operations of the uses on the site.
- (7) A MSC shall not obstruct access to any building or block the visibility triangle of any roadway or driveway approach.
- (8) In no case shall the container be placed within 25 feet of the front property line or visible from the primary street frontage. Where the property line of the business abuts a residential zone, the container must be setback a minimum of 10 feet at the adjoining property line and screened from view. In all other cases, the setback requirements of the underlying zone shall apply, and no container shall be placed in the required front or side-yard setback, or required landscape area.
- (9) A site shall be limited to one metal storage container unless unique conditions are demonstrated to the satisfaction of the director at the time of permit.
- (10) If hazardous materials or chemicals are proposed to be stored in the container, a separate approval is required by the Fire Department. A list of any hazardous materials pursuant to fire and building codes shall be posted on the container at all times.
- (11) The container is prohibited from being used for any human or animal habitation.
- (12) Containers are allowed to have electrical connections for the purpose of providing interior lighting and/or refrigeration to the storage unit.
- (13) Other conditions to mitigate potential land use impacts and public safety concerns may be required at the time of permit issuance on a case-by-case basis.

(h) **Determination of Hardship.**

- (1) Businesses that cannot meet all the established standards in subsection (g), but can meet the findings for hardship can request a "hardship determination" by the Community Development Director as part of MSCP application review. The hardship determination is

Sec. 90-82
Metal Storage Containers

intended to assist businesses in existing buildings constructed prior to the effective date of the ordinance, and is generally not intended for new development.

- (2) To be granted a hardship determination for one or more of the standards in subsection (g), the following findings must be demonstrated by the applicant and approved by the Director:
- I. There are unique physical circumstances applicable to the subject land, including size, shape, topography, location or surroundings; and
 - II. The strict application of the provisions of this section deprives the property of the right to use the land in a manner enjoyed by other conforming property in the vicinity; and
 - III. The approval of a hardship determination does not constitute a grant of special privileges which other conforming properties in the vicinity do not enjoy.

(i) **Denial of a metal storage container permit.** The director may deny issuance of a metal storage permit for one or more of the following reasons:

- (1) The placement and use of the metal storage container is incompatible with or would adversely affect adjacent uses, buildings, or the natural environment.
- (2) The placement and use of the metal storage container would jeopardize, endanger, or otherwise hinder the public convenience, health, safety, or general welfare.
- (3) The proposed site is inadequate in size or shape to accommodate the metal storage container.
- (4) Provisions for vehicular access and circulation, off-street parking, pedestrian safety, and/or operational considerations are inadequate to accommodate the metal storage container.
- (5) The proposed storage container does not meet the required standards in subsection (g) and has otherwise not been granted a hardship determination.

(j) **Appeals.** Any decision of the Director may be appealed by an interested party to the Planning Commission as prescribed in section 90-43.6. of the municipal code.

Sec. 90-82
Metal Storage Containers

Exhibit B

Article XXX. – Manufacturing Zones

Sec. 90-1046(G)(2)D – Site Development Requirements

- ~~d. Temporary outdoor storage containers may be permitted for a period not exceeding 90 days in a calendar year upon review and approval of a temporary use permit by the community development director.~~
- **(2) d. Outdoor metal storage containers may be permitted subject to the requirements of Section 90-82..**

Sec. 90-82
Metal Storage Containers

Exhibit C

Article III. – Special Uses and Conditions

Sec. 90-73. – Temporary uses.

- (c) *Temporary uses and conditions.* The following is a list of temporary uses along with the conditions by which the use shall operate. When a temporary use permit is approved by the director it shall be subject to the limitations prescribed in this section.
- (17) **Temporary Metal Storage Containers for seasonal or temporary use may be permitted subject to the requirements of Section 90-82, Metal Storage Containers.**

**Sec. 90-82
Metal Storage Containers**

Exhibit D

Article XXVI. Commercial Zones

Sec. 90-892. Permitted uses

Commercial Land Use Matrix

COMMERCIAL LAND USE MATRIX						
P=Permitted Use A=Administrative Use (AUP) C=Conditionally Permitted Use (CUP) T=Temporary Use Permit (TUP)						
		R-P	O-P	C-1	C-2	C-M
G.	Accessory Uses					
5.	<u>Metal Storage Containers</u>	<u>90-82</u>	<u>90-82</u>	<u>90-82</u>	<u>90-82</u>	<u>90-82</u>
	a. <u>Temporary Use Per HMC 90-82 and 90-73</u>	<u>X</u>	<u>X</u>	<u>TUP</u>	<u>TUP</u>	<u>TUP</u>
	b. <u>Permanent Accessory Structure – requires a Metal Storage Container Permit per the requirements of HMC 90-82</u>	<u>X</u>	<u>X</u>	<u>P</u>	<u>P</u>	<u>P</u>

**Sec. 90-82
Metal Storage Containers**

Exhibit E

Article XXX. Manufacturing Zones

Sec. 90-1043. Permitted uses

Manufacturing Land Use Matrix

MANUFACTURING ZONES LAND USE MATRIX					
P = Permitted Use A = Administratively Permitted Use C = Conditionally Permitted Use X = Not Permitted					
Requirements: Additional or explanatory regulations or requirements					
	ZONE	BP	M-1	M-2	Code Section Requirement
H.	Industrial Uses				
<u>30.</u>	Storage facility (personal, mini-storage)	X	C	C	<u>90-4</u> <u>90-82</u> <u>90-81</u>
K.	Accessory Uses				
	<i>Metal Storage Containers</i>				90-82
	<u>1. Temporary Use Per HMC 90-82 and 90-73</u>	<i>TUP</i>	<i>TUP</i>	<i>TUP</i>	90-82 90-73
	<u>2. Permanent Accessory Structure – requires a Metal Storage Container Permit per the requirements of HMC 90-82</u>	X	P	P	90-82

ATTACHMENT 2



CITY OF HEMET
Hemet, California

RESOLUTION BILL NO. 15-060

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF HEMET, CALIFORNIA AMENDING THE FEE SCHEDULE TO ESTABLISH A FEE TO PERMIT THE PERMANENT USE OF METAL STORAGE CONTAINERS ON COMMERCIAL AND INDUSTRIAL PROPERTY PURSUANT TO ADOPTION OF CITY COUNCIL ORDINANCE BILL NO. 15-021 APPROVING ZONING ORDINANCE AMENDMENT 15-006.

WHEREAS, the Community Development Department and the Hemet-San Jacinto Valley Chamber of Commerce worked together on establishing a permitting process for allowing the permanent placement of metal storage containers on commercial and industrial property while meeting the City's objective to enhance and beautify the City's commercial and industrial zoned areas; and

WHEREAS, Zoning Ordinance Amendment 15-006 (Ordinance Bill No. 15-021) establishes standards for the use of metal storage containers in the commercial and industrial zones of the City and creates a metal storage container permit requirement for the permanent use metal storage containers; and

WHEREAS, execution of Ordinance Bill No. 15-021 requires the establishment of a Metal Storage Container Permit application and associated fee; and

WHEREAS, the estimated staff time to process a Metal Storage Container Permit application and perform a field inspection is estimated to be three (3) hours of planning staff time resulting in a fully burdened cost of \$388.00; and

WHEREAS, on November 17, 2015, the Hemet Planning Commission concluded a duly noticed public hearing and adopted Planning Commission Resolution No. 15-012 recommending the City Council adopt Ordinance Bill No. 15-021 approving Zoning Ordinance Amendment 15-006; and

WHEREAS, on December 8, 2015, the Hemet City Council held a duly noticed public hearing on Ordinance Bill No. 15-021 and considered all written and oral reports of staff and public testimony on the matter.

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NOW, THEREFORE, BE IT RESOLVED, that the City Council of the City of Hemet Does Resolve, Determine, Find and Order as follows:

1. The fee for the review and processing of a Metal Storage Container Permit shall be \$388.00
2. The \$388.00 permit fee for the permanent placement of metal storage containers is reasonable in light of the City's actual costs of providing the service of staff time to review the application and site plan, perform a field inspection of the container placement, and document the permit approval in the city's database.

PASSED, APPROVED, AND ADOPTED this 8th day of December, 2015.

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 8th day of December, 2015 by the following vote:

AYES:
NOES:
ABSTAIN:
ABSENT:

Sarah McComas, City Clerk

ATTACHMENT 3



**CITY OF HEMET
Hemet, California**

**PLANNING COMMISSION
RESOLUTION NO. 15-020**

A RESOLUTION OF THE PLANNING COMMISSION OF THE CITY OF HEMET, CALIFORNIA, RECOMMENDING THAT THE CITY COUNCIL ADOPT ZONING ORDINANCE AMENDMENT NO. 15-006, AN ORDINANCE AMENDING CERTAIN SECTIONS OF CHAPTER 90 (ZONING ORDINANCE) OF THE HEMET MUNICIPAL CODE TO REGULATE THE USE OF METAL STORAGE CONTAINERS.

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 May 21, 2015 and September 4, 2015, the City gave public notices by publishing notices in the Press Enterprise of the holding of a public hearing at which the amendment to the City's zoning ordinances would be considered; and

WHEREAS, on June 2, 2015, July 7, 2015, July 21, 2015, September 15, 2015, October 20, 2015 and November 17, 2015 the Planning Commission held noticed public hearings 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, on July 21, 2015, the Planning Commission continued the item off-calendar to allow additional opportunity to discuss the matter with the Hemet San Jacinto Valley Chamber of Commerce business members to address their concerns and business needs, and

WHEREAS, on August 24, 2015 and September 2, 2015, staff and the Hemet San Jacinto Valley Chamber of Commerce met to discuss the business owner's concerns and needs for metal storage containers, and

WHEREAS, on September 4, 2015, the City gave public notice by publishing notice in the Press Enterprise of the holding of a public hearing at which the amendment to the City's zoning ordinances would be considered; and

1 **WHEREAS**, on September 15, 2015, the Planning Commission continued the
2 item to October 20, 2015 to allow additional time to incorporate all of the comments
3 made by the Planning Commission on their consensus of the draft ordinance, and
4

5 **WHEREAS**, on October 20, 2015, the Planning Commission continued the item
6 to November 17, 2015 to allow additional time to incorporate all of the comments and
7 changes made by the Planning Commission on their consensus of the draft ordinance,
8 and

9 **WHEREAS**, on November 17, 2015, the Planning Commission held the noticed
10 public hearing at which interested persons had an opportunity to testify in support of, or
11 opposition to, the proposed amendment to the City's zoning ordinance and at which
12 time the Planning Commission considered the proposed amendment to the City's
13 zoning ordinance; and
14

15 **WHEREAS**, the City has analyzed this proposed project and has determined that
16 it is exempt from the California Environmental Quality Act ("CEQA") under section
17 15061(b)(3) of the CEQA Guidelines because it can be seen with certainty that there is
18 no possibility that the activity in question may have a significant effect of the
19 environment; and
20

21 **WHEREAS**, attached as Exhibit "A" is the proposed Ordinance Bill No. 15-021;
22 and
23

24 **NOW, THEREFORE**, the Planning Commission of the City of Hemet does
25 Resolve, Determine, Find and Order as follows:
26

27 **SECTION 1: ENVIRONMENTAL FINDINGS**

28
29 The Planning Commission, in light of the whole record before it, including but not limited
30 to, the City's Local CEQA Guidelines and Thresholds of Significance, the direction of
31 the Planning Commission at its meeting on November 17, 2015 and documents
32 incorporated therein by reference, and any other evidence (within the meaning of Public
33 Resources Code Sections 21080(e) and 21082.2) within the record or provided at the
34 public hearing of this matter, hereby finds and determines as follows:
35

36 **CEQA:** The City has analyzed this proposed project and has determined that it is
37 exempt from the California Environmental Quality Act ("CEQA") under section
38 15061(b)(3) of the CEQA Guidelines which provides that CEQA only applies to projects
39 that have the potential for causing a significant effect on the environment. Where, as
40 here, it can be seen with certainty that there is no possibility that the activity in question
41 may have a significant effect on the environment; therefore, the activity is not subject to
42 CEQA. The amendments proposed by this Ordinance do not relate to any physical
43 project and will not result in any physical change to the environment. Additionally, the
44 proposed land use designations were analyzed by the environmental impact report
45 prepared for the comprehensive update to the Hemet General Plan and adopted in
46 January 2012. Therefore, it can be seen with certainty that there is no possibility that

1 this Ordinance may have a significant adverse effect on the environment, and therefore
2 the adoption of this Ordinance is exempt from CEQA pursuant to Section 15061(b)(3) of
3 the CEQA Guidelines.
4

5 **SECTION 2: ZONING ORDINANCE AMENDMENT FINDINGS**
6

7 Pursuant to Hemet Municipal Code Section 90-41.5(a), the Planning Commission
8 makes the following findings with respect to this zoning ordinance amendment:
9

- 10 1. *The zoning ordinance amendment is in conformance with the latest adopted*
11 *general plan for the City.*
12

13 The zoning ordinance amendment is in conformance with the latest adopted
14 general plan for the City because it implements General Plan Implementation
15 Program LU-P-3 (Comprehensive Municipal Code Update) and LU-P-10
16 (Business Assistance & Retention Program) to regulate the use and placement of
17 the metal storage containers in the residential, commercial, and industrial zoned
18 properties.
19

- 20 2. *The zoning ordinance amendment will protect the public health, safety and*
21 *welfare.*
22

23 The zoning ordinance amendment protects the public health, safety and welfare
24 because it limits and regulates the metal storage containers within the residential,
25 commercial, and industrial zoned areas of the city.
26

27 **SECTION 3: PLANNING COMMISSION ACTIONS**
28

29 The Planning Commission hereby takes the following actions:
30

- 31 1. The Planning Commission approves Resolution Bill No. 15-012 recommending
32 that the City Council adopt the proposed Ordinance which is attached hereto and
33 incorporated herein by reference as Exhibit "A."
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44 (Please see following page for signatures)
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1 **PASSED, APPROVED AND ADOPTED** this 17th day of November, 2015, by the
2 following vote:

3
4 **AYES:** Chairman John Gifford, Vice Chairman Michael Perciful and Commissioners
5 Tami Wilhelm, Greg Vasquez

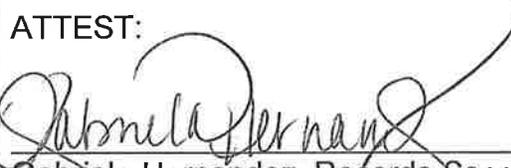
6 **NOES:**

7 **ABSTAIN:**

8 **ABSENT:** Commissioner Vince Overmyer
9

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12 _____
13 John Gifford, Chairman
14 Hemet Planning Commission

14 **ATTEST:**

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18 Gabriela Hernandez, Records Secretary
19 Hemet Planning Commission

ATTACHMENT 4

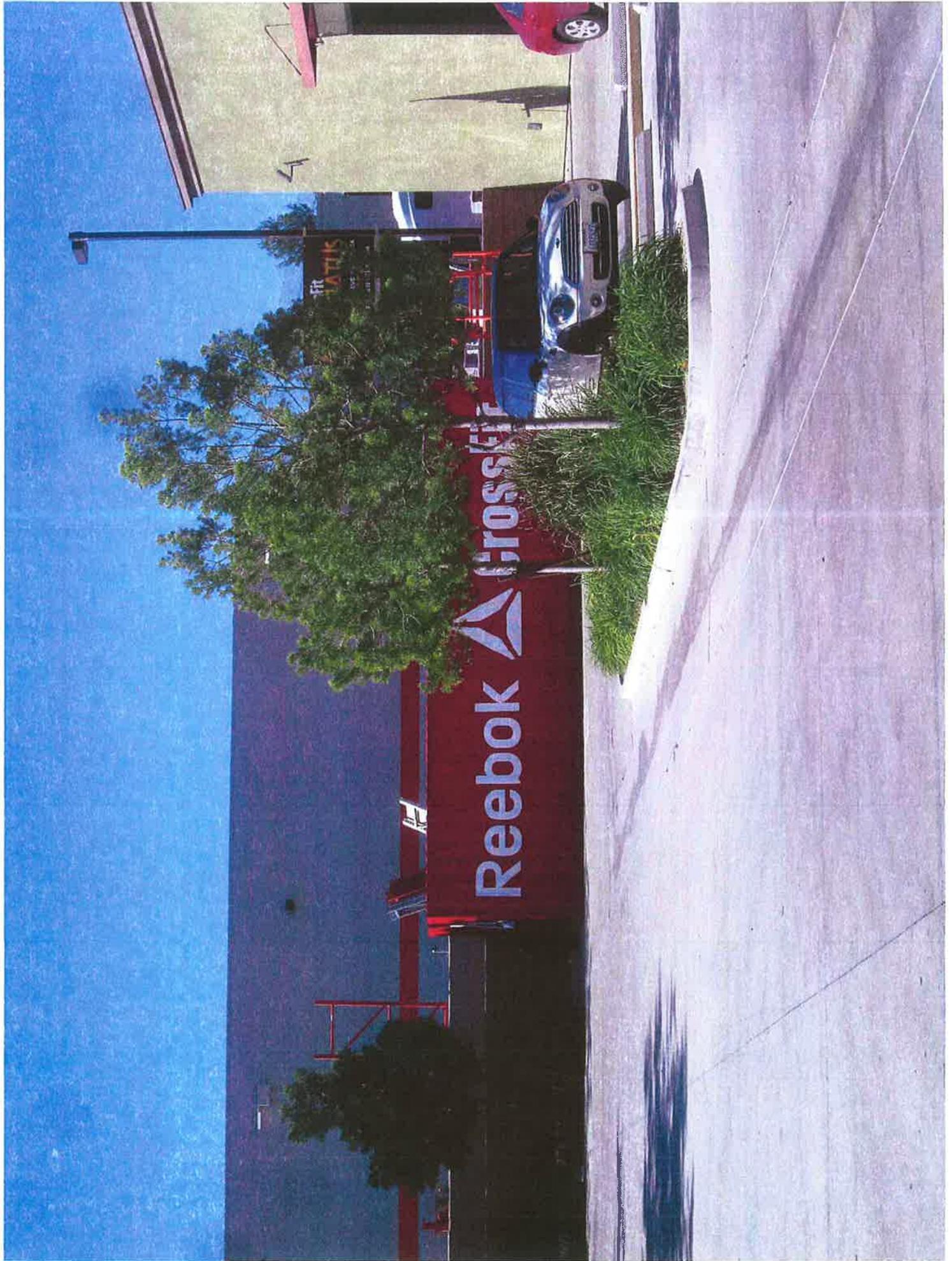
Comparison Table for Metal Storage Containers Riverside County

City	Ordinance or Policy	Comments
Beaumont	Policy	<ul style="list-style-type: none"> • TUP process on case-by-case • Zoning setback requirements • No screening requirements
County of Riverside	Ord. Ch. 17.288	<ul style="list-style-type: none"> • Plot Plan Required • Not allowed as principal use • Allowed during construction • Allowed in all zones as accessory use • Min. lot size of 5 acres • One (1) per parcel
Lake Elsinore	Not Allowed	Do not have ordinance
Menifee	Ord. Ch 9.16	<ul style="list-style-type: none"> • Allowed in all zones for construction • Storage of supplies • Used in conjunction with HOP • Screen from view • Not used for human or animal habitation • In good condition
Moreno Valley	Ord. Ch 9.08.030	<ul style="list-style-type: none"> • Use Accessory Structure section for all storage containers
Murrieta	Not Allowed	Do not have ordinance
Perris	Not Allowed	Do not have ordinance
San Jacinto	Not Allowed	Do not have ordinance
Wildomar	Ord. Ch 17.288	<ul style="list-style-type: none"> • Allow temporary during construction for storage • In all zones • In Com/Ind zones Plot plan review required • Allowed in Residential with conditions

ATTACHMENT 5









Staff Report

TO: Honorable Mayor and Members of the Hemet City Council

FROM: Gary Thornhill, Interim City Manager *[Signature]*
 Deanna Elliano, Community Development Director *[Signature]*
 Stephen McEwen, City Attorney

DATE: December 8, 2015

RE: **ZONING ORDINANCE AMENDMENT (ZOA) NO. 15-011:** A city-initiated ordinance amending Hemet Municipal Code section 90-79 regarding medical marijuana facilities.

RECOMMENDED ACTION:

That the City Council:

1. *Introduce by title only, and waive further reading of **Ordinance Bill No. 15-059** approving Zoning Ordinance Amendment No. 15-011 as recommended by the Planning Commission; and*
2. *Direct staff to file a Notice of Exemption for the ordinance with the County Clerk in accordance with CEQA Guidelines*

BACKGROUND:

In 2011, the City Council adopted Ordinance No. 1834, which established Municipal Code section 90-79 and prohibited medical marijuana dispensaries throughout the City. Municipal Code section 90-79(b) defines medical marijuana dispensaries broadly as any facility where medicinal marijuana is distributed in accordance with the Compassionate Use Act (Proposition 215) ("CUA") and the Medical Marijuana Program Act of 2004 ("MMPA"). In *City of Riverside v. Inland Empire Patients Health and Wellness Center, Inc.* (2013) 56 Cal.4th 729, the California Supreme Court ruled unanimously that the CUA and the MMPA do not preempt local ordinances that completely and permanently ban medical marijuana dispensaries, collectives, and cooperatives. To date, the City has been very successful in upholding the ban and abating any dispensaries that locate in the City, either through voluntary compliance or legal action.

On September 11, 2015, the California Legislature passed Assembly Bills 243 and 266 and Senate Bill 643. These bills create a broad state regulatory and licensing system governing the cultivation, testing, and distribution of medical marijuana, the manufacturing of marijuana products, and physician recommendations for medical marijuana. Governor Brown signed the three bills on October 9, 2015. Taken together, the new legislation creates the Medical Marijuana Safety and Regulation Act (MMRSA), which commences at Business and Professions Code section 19300. Importantly, the new legislation preserves local control over

marijuana facilities and land uses, including the authority to prohibit dispensaries and other medical marijuana businesses completely.

Under the new legislation, state licenses and local permits will be required for all facets of the medical marijuana industry. The three legislative bills are summarized below:

- **AB 243** establishes the Department of Food and Agriculture (DFA) as the licensing and regulatory authority for medical marijuana cultivation. Any person who wishes to engage in commercial cultivation of medical marijuana must obtain a state license from the DFA. AB 243 also requires (1) the DFA to work with other state agencies to develop environmental protection standards, (2) the Department of Pesticide Regulation to establish medical marijuana pesticide standards, and (3) the Department of Public Health to create standards for labeling of marijuana edibles.
- **AB 266** creates the Bureau of Medical Marijuana Regulation within the Department of Consumer Affairs (DCA) to develop regulations and issue state licenses for medical marijuana dispensaries, distributors, and transporters. AB 266 designates the Department of Public Health as the licensing and regulatory authority for manufacturers of marijuana products and medical marijuana testing laboratories. Like AB 243, AB 266 requires all state marijuana license applicants to comply with local permitting requirements.
- **SB 643** establishes standards for physicians that recommend medical marijuana, including discipline for physicians who recommend excessive amounts. SB 643 also creates standards for state license applications and enforcement.

There are, however, two provisions in the new legislation that require consideration by cities. First, AB 243 provides that if a city or county does not have a land use ordinance or regulation that regulates or prohibits medical marijuana cultivation, either expressly or otherwise under principles of permissive zoning (any use not enumerated is deemed prohibited), or chooses not to implement a regulatory scheme, then commencing March 1, 2016, the state Department of Food and Agriculture shall become the sole licensing authority for cultivation applicants in that jurisdiction. In that scenario, a city would likely lose the ability to regulate marijuana cultivation. Second, AB 266 states that medical marijuana deliveries can only be made by a state-licensed dispensary in a city or county that does not explicitly prohibit it by local ordinance.

Therefore, in order for a city or county to prohibit medical marijuana cultivation, or delivery services by a dispensary, it will need to enact an express ban by March 1, 2016. The intent of the proposed ordinance amendment is to continue the City's local prohibition of all medical marijuana facilities within the City limits, including cultivation and mobile deliveries, and have the ban in place prior to the March 1, 2016 date.

ANALYSIS:

The Hemet Zoning Code prohibits all medical marijuana businesses, either expressly under section 90-79 or under the principles of permissive zoning. The proposed Zoning Ordinance Amendment will continue that policy in express terms and avoid a piecemeal regulatory approach in which the Municipal Code prohibits certain medical marijuana businesses expressly while it prohibits other marijuana activities impliedly.

The proposed Zoning Ordinance Amendment would prohibit medical marijuana cultivation facilities throughout all zones of the City. The proposed definition of medical marijuana cultivation facilities includes cultivation by individuals at their private residences. The Court of Appeal in *Maral v. City of Live Oak* (2012) 221 Cal.App.4th 975, upheld an identical complete ban on cultivation activities. The City, of course, has discretion to create exceptions to the definition or enforcement as deemed appropriate.

With regard to medical marijuana deliveries, AB 266 requires a city to have an express delivery ban if it wants to prevent such activities from occurring within its boundaries. Under AB 266 only state licensed dispensaries can perform delivery services. Although Hemet currently prohibits dispensaries, a state licensed dispensary located in another jurisdiction could deliver marijuana to locations inside Hemet. If the City wants to prevent this from occurring, an express ban on delivery services is required. The proposed Zoning Ordinance Amendment would prohibit the delivery of medical marijuana within the City, but provides an exception for deliveries by a "primary caregiver" to his or her qualified patients.

Finally, the proposed Zoning Ordinance Amendment prohibits "commercial cannabis activities," as defined in newly-enacted Business and Professions Code section 19300.5(k). Under the new law, commercial cannabis activity is defined broadly as including "cultivation, possession, manufacture, processing, storing, laboratory testing, labeling, transporting, distribution, or sale of medical cannabis or a medical cannabis product, except as set forth in Section 19319, related to qualifying patients and primary caregivers." An express provision prohibiting commercial cannabis activities will avoid any confusion about the City's existing policy on marijuana businesses.

In the City's experience, medical marijuana dispensaries and cultivation sites pose significant threats to public health. This is consistent with reports from other communities that have had marijuana businesses (see the 2009 white paper from the California Police Chiefs Association, the 2014 memoranda from the Santa Clara County District Attorney and Public Defender, and various news stories presented to the Planning Commission and on file with the City Clerk's office). The City is also concerned with the adverse impacts of medical marijuana delivery services based on reports that deliveries are targets for violent crime. City staff recommends that the City address both medical marijuana cultivation facilities and medical marijuana delivery services in the same Zoning Code section that addresses medical marijuana dispensaries, as provided in the draft ordinance (Attachment No. 1). A red-lined version of the changes to the ordinance is provided in Attachment 2 to this report.

PUBLIC NOTICING AND REVIEW

On November 5, 2015, the City published a notice in the Valley Chronicle of the holding of a public hearing before Planning Commission on November 17, 2015 at which the amendments to the City's zoning ordinance would be considered. No members of the public spoke at the Planning Commission hearing, and the Commission unanimously adopted Resolution No. 15-022 (Attachment 3) recommending approval of the ordinance to the City Council.

On November 25, 2015 the City published a notice in the Press Enterprise of a holding of a public hearing before the City Council on December 8, 2015. As of the date of this report, no comments have been received by the public regarding the proposed ordinance.

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 15061(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. ZOA15-004 does not relate to any physical project and will not result in any physical change to the environment. 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. A Notice of Exemption will be filed with the County Clerk for the ordinance in accordance with CEQA Guidelines.

FISCAL IMPACT:

The proposed Zoning Ordinance Amendment represents a continuation of existing enforcement policies regarding medical marijuana facilities, so there would be no change in the fiscal impact for the City.

Respectfully submitted,



Deanna Elliano
Community Development Director

ATTACHMENTS:

1. Proposed City Council Ordinance Bill No. 15-059 - Amendments to Hemet Municipal Code Section 90-79
2. Red-lined version of the Proposed Amendments to Sec. 90-77
3. Planning Commission Resolution Bill No. 15-022, recommending approval
4. Background information regarding public safety and enforcement issues with Medical Marijuana dispensaries and cultivation facilities (on file with the City Clerk's office)

ATTACHMENT 1



**CITY OF HEMET
Hemet, California
ORDINANCE BILL NO. 15-059**

**AN ORDINANCE OF THE CITY COUNCIL OF THE CITY OF
HEMET, CALIFORNIA, AMENDING HEMET MUNICIPAL CODE
SECTION 90-79 REGARDING MEDICAL MARIJUANA
FACILITIES.**

WHEREAS, Hemet Municipal Code section 90-79 prohibits medical marijuana dispensaries in all zones in the city; and,

WHEREAS, the California Supreme Court ruled unanimously in *City of Riverside v. Inland Empire Patients Health and Wellness Center, Inc.* (2013) 56 Cal.4th 729, that the Compassionate Use Act (Proposition 215) (“CUA”) and the Medical Marijuana Program Act of 2004 (“MMPA”), do not preempt local ordinances that completely and permanently ban medical marijuana dispensaries, collectives, and cooperatives; and,

WHEREAS, in *Maral v. City of Live Oak* (2013) 221 Cal.App.4th 975, the Third District Court of Appeal held, based on *Inland Empire*, that there was no right to cultivate medical marijuana and that a city could implement and enforce a complete ban on this activity; and,

WHEREAS, on September 11, 2015, the California Legislature passed Assembly Bills 243 and 266 and Senate Bill 643, which taken together create a broad state regulatory and licensing system governing the cultivation, testing, and distribution of medical marijuana, the manufacturing of marijuana products, and physician recommendations for medical marijuana; and,

WHEREAS, Governor Brown signed each bill on October 9, 2015; and,

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WHEREAS, the new legislation expressly preserves local control over medical marijuana facilities and land uses, including the authority to prohibit medical marijuana businesses completely; and,

WHEREAS, newly-enacted Health and Safety Code section 11362.777(c)(4) provides that if a city does not have a land use regulation or ordinance regulating or prohibiting marijuana cultivation, either expressly or otherwise under the principles of permissive zoning, or chooses not to administer a conditional permit program, then commencing March 1, 2016, the state Department of Food and Agriculture will be the sole licensing authority for the commercial cultivation of medical marijuana in that jurisdiction; and,

WHEREAS, under newly-enacted Business and Professions Code section 19340(a), a state-licensed dispensary can only deliver marijuana in a city that does not explicitly prohibit marijuana deliveries by ordinance; and,

WHEREAS, the Municipal Code does not have express provisions regarding medical marijuana cultivation and deliveries; and,

WHEREAS, such medical marijuana businesses and activities are not listed as permitted or conditionally permitted land uses in the Hemet Zoning Code and are therefore prohibited in Hemet under principles of permissive zoning (*City of Corona v. Naulls* (2008) 166 Cal.App.4th 418, 431-433); and,

WHEREAS, despite the prohibition against all types of medical marijuana businesses, the City has experienced numerous adverse impacts from medical marijuana establishments that have operated illegally, including medical marijuana cultivation sites; and,

WHEREAS, such adverse impacts have included hazardous construction and electrical wiring and noxious odors and fumes affecting neighboring properties and businesses; and,

1 **WHEREAS**, other communities have experienced similar, if not worse, adverse
2 impacts resulting from medical marijuana establishments operating both legally and
3 illegally within their jurisdictions, including burglaries, robberies, violence, and illegal
4 diversion of marijuana to minors; and,

5 **WHEREAS**, there is significant evidence that medical marijuana delivery services
6 are also targets of violent crime and pose a danger to the public; and,

7 **WHEREAS**, a California Police Chiefs Association compilation of police reports,
8 news stories, and statistical research regarding crimes involving medical marijuana
9 businesses and their secondary impacts on the community is contained in a 2009 white
10 paper report which is attached to the staff report presented to the City Council with this
11 ordinance and on file with the City Clerk; and,

12 **WHEREAS**, the Santa Clara County District Attorney's Office issued a May 2014
13 memorandum entitled "Issues Surrounding Marijuana in Santa Clara County," which
14 outlined many of the negative secondary effects resulting from marijuana cultivation, a
15 copy of which is attached to the staff report presented to the City Council with this
16 ordinance and on file with the City Clerk; and,

17 **WHEREAS**, the Santa Clara County Public Defender issued a May 2014
18 memorandum entitled "Substance-Related Suspensions in the East Side Union High
19 School District," describing a correlation between substance abuse-related suspensions
20 in local high schools and a proliferation of medical marijuana dispensaries in the area, a
21 copy of which is attached to the staff report presented to the City Council with this
22 ordinance and on file with the City Clerk; and,

23 **WHEREAS**, news stories regarding adverse impacts of medical marijuana
24 business, including cultivation sites and delivery services, are attached to the staff
25 report presented to the City Council with this ordinance and on file with the City Clerk;
26 and,

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WHEREAS, it is reasonable to conclude that similar adverse impacts on the public health, safety, and welfare will likely occur in Hemet as a result of medical marijuana establishments and businesses, including medical marijuana deliveries; and,

WHEREAS, the City Council has determined that the City's marijuana regulations should include express provisions regarding marijuana cultivation and marijuana deliveries in order to avoid a piecemeal regulatory approach in which certain activities are prohibited expressly while others are prohibited under permissive zoning principles; and

WHEREAS, in order to protect the public health, safety, and welfare, the City Council desires to amend Hemet Municipal Code section 90-79 to prohibit medical marijuana cultivation facilities and medical marijuana deliveries and to address the new categories of marijuana businesses created by AB 243, AB 266, and SB 643.

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

SECTION 1: Amendment of Hemet Municipal Code section 90-79. Hemet Municipal Code section 90-79 is amended to read as shown in Exhibit "A" to this Ordinance.

SECTION 2: SEVERABILITY.

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

SECTION 3: FINDINGS. The following findings are made under Hemet Municipal Code section 90-41.5:

1 (1) The proposed Ordinance conforms with the latest adopted general plan for
2 the City in that a prohibition against medical marijuana dispensaries, marijuana
3 cultivation facilities, commercial cannabis activities, and medical marijuana delivery
4 services does not conflict with any allowable uses in the land use element and does not
5 conflict with any policies or programs in any other element of the general plan.

6 (2) The proposed Ordinance will protect the public health, safety, and welfare in
7 that prohibiting medical marijuana dispensaries, marijuana cultivation facilities,
8 commercial cannabis activities, and medical marijuana delivery services will protect the
9 City from the adverse impacts and negative secondary effects connected with these
10 activities.

11 **SECTION 4: CEQA**

12 This Ordinance is not a project within the meaning of section 15378 of the
13 California Environmental Quality Act ("CEQA") Guidelines because it has no potential
14 for resulting in physical change in the environment, either directly or ultimately. In the
15 event that this Ordinance is found to be a project under CEQA, it is subject to the CEQA
16 exemption contained in CEQA Guidelines section 15061(b)(3) because it can be seen
17 with certainty to have no possibility of a significant effect on the environment.

18 **SECTION 5: EFFECTIVE DATE.**

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

21 **SECTION 6: PUBLICATION.**

22 The City Clerk is authorized and directed to cause this Ordinance to be published
23 within fifteen (15) days after its passage in a newspaper of general circulation and
24 circulated within the City in accordance with Government Code Section 36933(a) or, to
25 cause this Ordinance to be published in the manner required by law using the
26 alternative summary and pasting procedure authorized under Government Code
27 Section 39633(c).
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INTRODUCED at the regular meeting of Hemet City Council on _____ 2015.

APPROVED AND ADOPTED this ____ day of _____ 2016.

Mayor

ATTEST:

APPROVED AS TO FORM:

Sarah McComas, City Clerk

Eric S. Vail, City Attorney

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

4 I, Sarah McComas, City Clerk of the City of Hemet, do hereby certify that the
5 foregoing Ordinance was introduced and first read on the ___ day of _____ 2015,
6 and had its second reading at the regular meeting of the Hemet City Council on the ___
7 day of _____, 2015, and was passed by the following vote:

8 **AYES:**

9 **NOES:**

10 **ABSTAIN:**

11 **ABSENT:**

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13 _____
14 Sarah McComas, City Clerk

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EXHIBIT "A"

Sec. 90-79. - Medical marijuana facilities.

(a) Purpose. The purpose and intent of this section is to prohibit medical marijuana dispensaries, marijuana cultivation facilities, commercial cannabis activities, and medical marijuana deliveries, as defined below, within the city limits. It is recognized that it is a Federal violation under the Controlled Substances Act to possess or distribute marijuana even if for medical purposes. Additionally, there is evidence of an increased incidence of crime-related secondary impacts in locations associated with marijuana cultivation facilities and medical marijuana dispensaries and in connection with medical marijuana deliveries. Such negative impacts are contrary to and undermine policies that are intended to promote and maintain the public's health, safety, and welfare.

(b) Definitions.

(1) "Commercial cannabis activity" shall have the meaning set forth in Business and Professions Code section 19300.5(k).

(2) "Cultivation" means any activity involving the planting, growing, harvesting, drying, curing, grading, or trimming of marijuana.

(3) "Establish" or "operate" a medical marijuana dispensary, marijuana cultivation facility, or commercial cannabis activity (as defined in this section) means and includes any of the following:

a. The opening or commencement of the operation of a medical marijuana dispensary, marijuana cultivation facility, or commercial cannabis activity;

b. The conversion of an existing business, facility, use, establishment, property, or location to a medical marijuana dispensary, marijuana cultivation facility, or commercial cannabis activity;

c. The addition of a medical marijuana dispensary, marijuana cultivation facility, or commercial cannabis activity to any other existing business, facility, use, establishment, property, or location.

(4) "Marijuana" means all parts of the plant Cannabis, whether growing or not; the seeds thereof; the resin extracted from any part of the plant; and every compound manufacture, salt, derivative, mixture, or preparation of the plant, its seeds or resin. It includes marijuana infused in foodstuff, and concentrated cannabis and the separated resin, whether crude or petrified, obtained from

marijuana. It does not include the mature stalks of the plant, fiber produced from the stalks, oil or cake made from the seeds of the plant, any other compound, manufacture, salt, derivative, mixture, or preparation of the mature stalks (except resin extracted therefrom), fiber, oil, or cake, or the sterilized seeds of the plant that are incapable of germination.

(5) "Medical marijuana" is marijuana used for medical purposes where that medical use is deemed appropriate and has been recommended by a physician who has determined that the person's health would benefit from the use of marijuana in the treatment of acquired immune deficiency syndrome ("AIDS"), anorexia, arthritis, cancer, chronic pain, glaucoma, migraine, spasticity, or any other serious medical condition for which marijuana is deemed to provide relief as defined in subsection (h) of Health and Safety Code § 11362.7.

(6) "Marijuana cultivation facility" means any business, facility, use, establishment, property, or location where the cultivation of marijuana occurs.

(7) "Medical marijuana dispensary" means any business, facility, use, establishment, property, or location, whether fixed or mobile, where medical marijuana is sold, made available, delivered, and/or distributed by or to three or more of the following: a "primary caregiver," "a qualified patient," or a person with an "identification card," as these terms are defined in California Health and Safety Code § 11362.5 and following. A "medical marijuana dispensary" does not include the following uses, as long as the location of such uses are otherwise regulated by this Code or applicable law: a clinic licensed pursuant to Chapter 1 of Division 2 of the Health and Safety Code, a health care facility licensed pursuant to Chapter 2 of Division 2 of the Health and Safety Code, a residential care facility for persons with chronic life-threatening illness licensed pursuant to Chapter 3.01 of Division 2 of the Health and Safety Code, a residential care facility for the elderly licensed pursuant to Chapter 3.2 of Division 2 of the Health and Safety Code, a residential hospice, or a home health agency licensed pursuant to Chapter 8 of Division 2 of the Health and Safety Code, as long as any such use complies strictly with applicable law including, but not limited to, Health and Safety Code § 11362.5 and following.

(c) Medical marijuana dispensaries, marijuana cultivation facilities, commercial cannabis activities, and medical marijuana deliveries prohibited.

(1) Medical marijuana dispensaries are prohibited in all zones in the city and shall not be established or operated anywhere in the city.

(2) Marijuana cultivation facilities are prohibited in all zones in the city and shall not be established or operated anywhere in the city.

(3) Commercial cannabis activities are prohibited in all zones in the city and shall not be established or operated anywhere in the city.

(4) No person may own, establish, open, operate, conduct, or manage a medical marijuana dispensary, marijuana cultivation facility, or commercial cannabis activity in the city, or be the lessor of property where a medical marijuana dispensary, marijuana cultivation facility, or commercial cannabis activity is located. No person may participate as an employee, contractor, agent, volunteer, or in any manner or capacity in any medical marijuana dispensary, marijuana cultivation facility, or commercial cannabis activity in the city.

(5) No use permit, site development permit, tentative map, parcel map, variance, grading permit, building permit, building plans, zone change, business license, certificate of occupancy or other applicable approval will be accepted, approved or issued for the establishment or operation of a medical marijuana dispensary, marijuana cultivation facility, or commercial cannabis activity.

(6) No person and/or entity may deliver or transport medical marijuana from any fixed or mobile location, either inside or outside the city, to any person in the city, except that a person may deliver or transport medical marijuana to a qualified patient or person with an identification card, as those terms are defined in Health and Safety Code section 11362.7, for whom he or she is the primary caregiver within the meaning of Health and Safety Code sections 11362.5 and 11362.7(d).

(7) Nothing contained in this section shall be deemed to permit or authorize any use or activity which is otherwise prohibited by any state or federal law.

(d) Enforcement. The city may enforce this section in any manner permitted by law. The violation of this section shall be and is hereby declared to be a public nuisance and contrary to the public interest and shall, at the discretion of the city, create a cause of action for injunctive relief.

ATTACHMENT 2

Sec. 90-79. - Medical marijuana ~~dispensaries~~facilities.

(a) Purpose. The purpose and intent of this section is to prohibit medical marijuana ~~dispensaries, marijuana cultivation facilities, commercial cannabis activities, and medical marijuana deliveries, as defined below, within the city limits. It is recognized that it is a Federal violation under the Controlled Substances Act to possess or distribute marijuana even if for medical purposes. Additionally, there is evidence of an increased incidence of crime-related secondary impacts in locations associated with marijuana cultivation facilities and medical marijuana dispensaries and in connection with medical marijuana deliveries. Such negative impacts are contrary to and undermine policies that are intended to promote and maintain the public's health, safety, and welfare.~~

(b) Definitions.

(1) "Commercial cannabis activity" shall have the meaning set forth in Business and Professions Code section 19300.5(k).

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(2) "Cultivation" means any activity involving the planting, growing, harvesting, drying, curing, grading, or trimming of marijuana.

(43) "Establish" or "operate" a medical marijuana dispensary, marijuana cultivation facility, medical marijuana dispensary or commercial cannabis activity (as defined in this section) means and includes any of the following:

a. The opening or commencement of the operation of a medical marijuana dispensary, marijuana cultivation facility, medical marijuana dispensary or commercial cannabis activity;

b. The conversion of an existing business, facility, use, establishment, property, or location to a medical marijuana dispensary, marijuana cultivation facility, medical marijuana dispensary or commercial cannabis activity;

c. The addition of a medical marijuana dispensary, marijuana cultivation facility, medical marijuana dispensary or commercial cannabis activity to any other existing business, facility, use, establishment, property, or location.

(24) "Marijuana" means all parts of the plant Cannabis, whether growing or not; the seeds thereof; the resin extracted from any part of the plant; and every compound manufacture, salt, derivative, mixture, or preparation of the plant, its seeds or resin. It includes marijuana infused in foodstuff, and concentrated cannabis and the separated resin, whether crude or petrified, obtained from marijuana. It does not include the mature stalks of the plant, fiber produced from the stalks, oil or cake made from the seeds of the plant, any other compound, manufacture, salt, derivative, mixture, or preparation of the mature stalks (except resin extracted therefrom), fiber, oil, or cake, or the sterilized seeds of the plant that are incapable of germination.

(35) "Medical marijuana" is marijuana used for medical purposes where that medical use is deemed appropriate and has been recommended by a physician who has determined that the person's health would benefit from the use of marijuana in the treatment of acquired immune deficiency syndrome ("AIDS"), anorexia, arthritis, cancer, chronic pain, glaucoma, migraine, spasticity, or any other serious medical condition for which marijuana is deemed to provide relief as defined in subsection (h) of Health and Safety Code § 11362.7.

(6) "Marijuana cultivation facility" means any business, facility, use, establishment, property, or location where the cultivation of marijuana occurs.

(47) "Medical marijuana dispensary" means any business, facility, use, establishment, property, or location, whether fixed or mobile, where medical marijuana is sold, made available ~~to~~, delivered, ~~to~~ and/or distributed by or to three or more of the following: a "primary caregiver," "a qualified patient," or a person with an "identification card," as these terms are defined in California Health and Safety Code § 11362.5 and following. A "medical marijuana dispensary" does not include the following uses, as long as the location of such uses are otherwise regulated by this Code or applicable law: a clinic licensed pursuant to Chapter 1 of Division 2 of the Health and Safety Code, a health care facility licensed pursuant to Chapter 2 of Division 2 of the Health and Safety Code, a residential care facility for persons with chronic life-threatening illness licensed pursuant to Chapter 3.01 of Division 2 of the Health and Safety Code, a residential care facility for the elderly licensed pursuant to Chapter 3.2 of Division 2 of the Health and Safety Code, a residential hospice, or a home health agency licensed pursuant to Chapter 8 of Division 2 of the Health and Safety Code, as long as any such use complies strictly with applicable law including, but not limited to, Health and Safety Code § 11362.5 and following.

(bc) Medical marijuana dispensaries, marijuana cultivation facilities, commercial cannabis activities, and medical marijuana deliveries prohibited.

(1) Medical marijuana dispensaries are prohibited in all zones in the city and shall not be established or operated anywhere in the city.

(2) Marijuana cultivation facilities are prohibited in all zones in the city and shall not be established or operated anywhere in the city.

(3) Commercial cannabis activities are prohibited in all zones in the city and shall not be established or operated anywhere in the city.

(24) No person may own, establish, open, operate, conduct, or manage a medical marijuana dispensary, marijuana cultivation facility, or commercial cannabis activity in the city, or be the lessor of property where a medical marijuana dispensary, marijuana cultivation facility, or commercial cannabis activity is located. No person may participate as an employee, contractor, agent, volunteer, or in any manner or capacity in any medical marijuana dispensary, marijuana cultivation facility, or commercial cannabis activity in the city.

(35) No use permit, site development permit, tentative map, parcel map, variance, grading permit, building permit, building plans, zone change, business license, certificate of occupancy or other applicable approval will be accepted, approved or issued for the establishment or operation of a medical marijuana dispensary, marijuana cultivation facility, or commercial cannabis activity.

(6) No person and/or entity may deliver or transport medical marijuana from any fixed or mobile location, either inside or outside the city, to any person in the city, except that a person may deliver or transport medical marijuana to a qualified patient or person with an identification card, as those terms are defined in Health and Safety Code section 11362.7, for whom he or she is the primary caregiver within the meaning of Health and Safety Code sections 11362.5 and 11362.7(d).

(47) Nothing contained in this section shall be deemed to permit or authorize any use or activity which is otherwise prohibited by any state or federal law.

(ed) Civil-injunction Enforcement. The city may enforce this section in any manner permitted by law. The violation of this section shall be and is hereby declared to be a public nuisance and contrary to the public interest and shall, at the discretion of the city, create a cause of action for injunctive relief.

ATTACHMENT 3



**CITY OF HEMET
Hemet, California**

**PLANNING COMMISSION
RESOLUTION NO. 15-022**

**A RESOLUTION OF THE PLANNING COMMISSION OF
THE CITY OF HEMET, CALIFORNIA, RECOMMENDING
THAT THE CITY COUNCIL ADOPT ZONING ORDINANCE
AMENDMENT NO. 15-011, AN ORDINANCE AMENDING
HEMET MUNICIPAL CODE SECTION 90-79 REGARDING
MEDICAL MARIJUANA FACILITIES.**

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 November 5, 2015, 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 November 17, 2015, the Planning Commission held a noticed public hearing at which interested persons had an opportunity to testify in support of, or in 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 zoning amendment and determined that it is not a project within the meaning of section 15378 of the California Environmental Quality Act ("CEQA") Guidelines because it has no potential for resulting in physical change in the environment, either directly or ultimately; and

WHEREAS, in the event that this proposed amendment is found to be a project under CEQA, it is subject to the CEQA exemption contained in CEQA Guidelines section 15061(b)(3) because it can be seen with certainty to have no possibility of a significant effect on the environment

WHEREAS, attached as Exhibit A is the proposed Ordinance Bill No. 15-059.

NOW, THEREFORE, the Planning Commission of the City of Hemet does hereby resolve:

1 **SECTION 1: ENVIRONMENTAL FINDINGS**

2 The Planning Commission, in light of the whole record before it, including but not limited
3 to, the City's Local CEQA Guidelines and Thresholds of Significance, the direction of
4 the Planning Commission at its meeting on November 17, 2015 and documents
5 incorporated therein by reference, and any other evidence (within the meaning of Public
6 Resources Code Sections 21080(e) and 21082.2) within the record or provided at the
7 public hearing of this matter, hereby finds and determines as follows:
8

- 9 1. CEQA: The proposed Ordinance is not a project within the meaning of section
10 15378 of the California Environmental Quality Act ("CEQA") Guidelines because
11 it has no potential for resulting in physical change in the environment, either
12 directly or ultimately. In the event that this Ordinance is found to be a project
13 under CEQA, it is subject to the CEQA exemption contained in CEQA Guidelines
14 section 15061(b)(3) because it can be seen with certainty to have no possibility
15 of a significant effect on the environment.
16

17 **SECTION 2: ZONING ORDINANCE AMENDMENT FINDINGS:**

18 The following findings are made under Hemet Municipal Code section 90-41.5:
19

- 20
21 1. The proposed Ordinance conforms with the latest adopted general plan for the City
22 in that a prohibition against medical marijuana dispensaries, marijuana cultivation
23 facilities, commercial cannabis activities, and medical marijuana delivery services does
24 not conflict with any allowable uses in the land use element and does not conflict with
25 any policies or programs in any other element of the general plan.
26
27 2. The proposed Ordinance will protect the public health, safety, and welfare in that
28 prohibiting medical marijuana dispensaries, marijuana cultivation facilities, commercial
29 cannabis activities, and medical marijuana delivery services will protect the City from
30 the adverse impacts and negative secondary effects connected with these activities.
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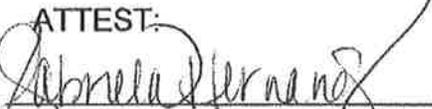
32 **SECTION 3: PLANNING COMMISSION ACTIONS**

33 The Planning Commission hereby takes the following action:
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- 35
36 1. The Planning Commission approves Resolution No. 15-022 recommending that the
37 City Council adopt the proposed Ordinance which is attached hereto and incorporated
38 herein by reference as Exhibit A.
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40 **PASSED, APPROVED, AND ADOPTED** this 17th day of November, 2015.
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48 John Gifford, Chair

46 ATTEST:
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48 _____
49 Gabriela Hernandez, Records Secretary
50 Hemet Planning Commission



Staff Report

TO: Honorable Mayor and Members of the Hemet City Council

FROM: Gary Thornhill, Interim City Manager
Jessica Hurst, Deputy City Manager/Administrative Services

DATE: December 8, 2015

RE: Introduction and First Reading of Ordinance Updating Public Works Contracting Provisions of Hemet Municipal Code

RECOMMENDED ACTION:

It is respectfully recommended that the City Council introduce, read by title, and waive further reading of:

ORDINANCE BILL NO. 15-061

AN ORDINANCE OF THE CITY COUNCIL OF THE CITY OF HEMET, CALIFORNIA, AMENDING SECTIONS 2-357 AND 2-358 OF THE HEMET MUNICIPAL CODE REGARDING BIDDING PROCEDURES FOR PUBLIC PROJECTS.

BACKGROUND:

The Uniform Public Construction Cost Accounting Act (Public Contract Code § 22000 et seq.) (the "Act") provides an alternative method for the bidding and award of public works projects by public entities. A public entity may adopt a resolution electing to become subject to the Act. If a public entity elects to become subject to the Act, the public entity must also adopt an ordinance providing for informal bidding procedures consistent with the Act. In electing to become subject to the Act and benefitting from the Act's alternative methods for bidding and awarding public works projects, the public entity agrees to adhere to certain enhanced construction cost accounting procedures adopted by the Uniform Public Construction Cost Accounting Commission.

The City Council adopted a resolution electing to become subject to the Act on October 25, 1988. The City Council also adopted Ordinance 1305, which added sections 2-356 through 2-358 to the Hemet Municipal Code implementing the City's decision to become subject to the Act. Namely, Section 2-357 lists the dollar thresholds for performing public works projects by force account/negotiated contract/purchase order, informal bidding, and formal bidding, and Section 2-358 includes the procedures to be followed for informal bidding as required by the Act.

ANALYSIS:

Sections 2-357 and 2-358 of the Code have been updated periodically to implement changes to the Act; however, the last update was in 1996. Section 2-357 currently states that public projects of \$25,000 or less may be performed by force account, by negotiated contract, or by purchase order; public projects of \$75,000 or less may be let to contract by informal procedures, and public projects of more than \$75,000 shall be let to contract by formal bidding procedures. Since the last update in 1996, the dollar thresholds for performing work by force account, informal bidding and formal bidding have increased substantially. The Act provides that public projects of \$45,000 or less may be performed by force account, by negotiated contract, or by purchase order; public projects of \$175,000 or less may be let to contract by informal procedures, and public projects of more than \$175,000 shall be let to contract by formal bidding procedures. This ordinance updates Section 2-357 to include dollar thresholds that are consistent with the Act, and adds a new subsection that states the dollar thresholds stated therein shall automatically update to reflect changes to the dollar thresholds in the Act.

In addition, SB 184 was adopted this year and goes into effect on January 1, 2016. SB 184 amended the provisions of the Act affecting the informal bidding procedures ordinance requirements of the Act. SB 184 changes the timing of notice to contractors when a public project is to be let informally. Previously, all notices had to be completed at least 10 days before the bids were due. Under SB 184, if notice is mailed to contractors on the City's list of qualified contractors the notices must be mailed at least 10 days before bids are due, but if notice is provided through a construction trade journal there is no deadline for the notice to occur. Presumably, the trade journals have varying deadlines based on their publication dates and requirements. This ordinance amends Section 2-358 of the Hemet Municipal Code to incorporate the changes to the notice provisions in the Act.

FISCAL IMPACT:

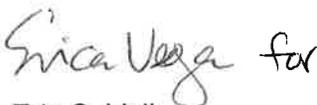
No fiscal impact.

Respectfully submitted,

Approved as to form:

Fiscal Review:


Gary Thornhill
Interim City Manager

 for
Eric S. Vail
City Attorney


Jessica A. Hurst
Deputy City Manager
Administrative Services

Attachment(s): Ordinance Bill No. 15-061



**CITY OF HEMET
Hemet, California
ORDINANCE BILL NO. 15-061**

**AN ORDINANCE OF THE CITY COUNCIL OF THE CITY OF
HEMET, CALIFORNIA, AMENDING SECTIONS 2-357 AND 2-358
OF THE HEMET MUNICIPAL CODE REGARDING BIDDING
PROCEDURES FOR PUBLIC PROJECTS.**

WHEREAS, on October 25, 1988, the City Council adopted Resolution No. 2683 electing to be subject to the Uniform Public Construction Cost Accounting Act ("UPCCAA") (codified at California Public Contract Code section 22000 *et seq.*); and

WHEREAS, the City Council adopted Ordinance No. 1305, implementing the requirements of the UPCCAA, which is codified at Sections 2-356 through 2-358 of the Hemet Municipal Code; and

WHEREAS, the California State Legislature has adopted AB 720 (2011) and SB 184 (2015) since Hemet Municipal Code sections 2-356 through 2-358 were last updated; and

WHEREAS, the City Council now desires to amend Sections 2-357 and 2-358 to include the updated bidding procedures and dollar thresholds of the UPCCAA, pursuant to AB 720 (2011) and SB 184 (2015).

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

SECTION 1: AMEND SECTIONS 2-357 AND 2-358. Sections 2-357 and 2-358 of the HMC are hereby amended to read as shown in Exhibit "A" to this Ordinance.

SECTION 2: SEVERABILITY.

If any section, subsection, subdivision, sentence, clause, phrase, or portion of this Ordinance is, for any reason, held to be invalid or unconstitutional by the decision of any

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

7 **SECTION 3: EFFECTIVE DATE.**

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

10 **SECTION 4: PUBLICATION.**

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

16 **INTRODUCED** at the regular meeting of Hemet City Council on December 8th 2015.

17 **APPROVED AND ADOPTED** this ___ day of _____ 201__.

18
19 _____
20 _____, Mayor

21 **ATTEST:**

APPROVED AS TO FORM:

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23 _____
24 **Sarah McComas, City Clerk**

23 _____
24 **Eric S. Vail, City Attorney**

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

4 I, Sarah McComas, City Clerk of the City of Hemet, do hereby certify that the
5 foregoing Ordinance was introduced and first read on the ___ day of _____ 201_,
6 and had its second reading at the regular meeting of the Hemet City Council on the ___
7 day of _____, 201_, and was passed by the following vote:

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

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13 _____
14 Sarah McComas, City Clerk

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EXHIBIT "A"

Sec. 2-357. - Categories of public projects.

- (a) Public projects of \$45,000.00 or less may be performed by the employees of the city by force account, by negotiated contract, or by purchase order.
- (b) Public projects of \$175,000.00 or less may be let to contract by informal procedures as set forth in section 2-358
- (c) Public projects of more than \$175,000.00 shall, except as otherwise provided in this chapter, be let to contract by formal bidding procedure.
- (d) The dollar amounts stated in subsections (a) through (c) of this section shall automatically update to reflect the dollar thresholds stated in Public Contracts Code section 22032.

Sec. 2-358. - Informal bidding procedure.

Informal bidding procedures to govern the selection of contractors to perform public projects pursuant to section 2-357(b) shall be as follows:

- (a) Notice to contractors shall be provided in accordance with either paragraph (1) or (2), or both.
 - (1) The city shall maintain a list of qualified contractors, identified according to categories of work. Minimum criteria for development and maintenance of the contractors list shall be determined by the commission. All contractors on the list for the category of work being bid shall be mailed, faxed, or emailed a notice inviting informal bids unless the product or service is proprietary. All mailing of notices to contractors pursuant to this subdivision shall be completed not less than 10 calendar days before bids are due.
 - (2) The city may elect to mail, fax, or email a notice inviting informal bids to all construction trade journals specified in Public Contract Code Section 22036.
- (b) The notice inviting informal bids shall describe the project in general terms and how to obtain more detailed information about the project, and state the time and place for the submission of bids.
- (c) If all bids received are in excess of one hundred seventy-five thousand dollars (\$175,000), the City Council may, by adoption of a resolution by a four-fifths vote, award the contract, at one hundred eighty-seven thousand five hundred dollars (\$187,500) or less, to the lowest responsible bidder, if it determines the cost estimate of the city was reasonable.
- (d) The authority to award informal contracts is delegated to the city manager.