



# AGENDA

## REGULAR MEETING OF THE HEMET CITY COUNCIL

January 26, 2016

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**6:00 p.m.**

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

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

*Please silence all cell phones*

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

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### Call to Order

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### Roll Call

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

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### Work Study

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

1. Proposed Community Facilities District for the McSweeney Farms Specific Plan (Phase 2 and 3) – Community Development Director Elliano
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### Closed Session

#### Notice of Opportunity for Public Comment

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

2. Conference with Legal Counsel - Anticipated Litigation  
One (1) matter of significant exposure to litigation pursuant to Government Code section 54956.9(d)(2) & (3)
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### REGULAR SESSION

**7:00 p.m.**

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

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### Call to Order

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## **Roll Call**

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

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## **Invocation**

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## **Pledge of Allegiance**

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## **City Attorney Closed Session Report**

3. Conference with Legal Counsel - Anticipated Litigation  
One (1) matter of significant exposure to litigation pursuant to Government Code section 54956.9(d)(2) & (3)
- 

## **Presentation**

4. Marketing Video prepared by Mt. San Jacinto College highlighting Hemet Fire Department
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## **City Council Business**

### **Notice to the Public**

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

## **Consent Calendar**

5. **Approval of Minutes** – January 12, 2016
6. **Receive and File** – Investment Portfolio as of December 2015
7. **Receive and File** – Warrant Registers
  - a. Warrant registers dated December 10, 2015 in the amount of \$1,032,611.82 and December 23, 2015 in the amount of \$1,662,288.19. Payroll for the period of December 7, 2015 to December 20, 2015 was \$607,124.17, December 21, 2015 to December 29, 2015 was \$4,902.40 and December 21, 2015 to January 3, 2016 was \$708,405.51

8. **Recommendation by Fire – NASPO Contract #06913 for Purchase of Interoperable Handheld Radios**
  - a. Approve the purchase of twenty five (25) Motorola Hand Held radios, in the amount of \$213,855.66; and
  - b. Authorize the City Manager to approve the purchase requisition in the amount of \$213,855.66.
  
9. **Recommendation by Public Works - Award of Bid to L.O. Lynch Quality Wells & Pump for the Rehabilitation of Well #10 – City Project No. 5594**
  - a. Authorize award of bid to L.O. Lynch Quality Wells & Pump of San Jacinto, in the amount of \$62,202 to perform planned rehabilitation maintenance work at Well #10 located at 777 Augusta Lane; and
  - b. Authorize the City Manager to enter into a Public Works Maintenance Contract with L.O. Lynch of San Jacinto, and execute purchase orders necessary to support the contract.
  
10. **Recommendation by Engineering - Granting an Easement and Right ow Way to Southern California Edison - 332 S. Weston Place**
  - a. Adopt a resolution granting an easement to Southern California Edison to replace and maintain a deteriorating electrical pole on City-owned property.  
**Resolution Bill No. 16-006**
  
11. **Recommendation by Engineering – Traffic and Parking Commission Recommendations**
  - a. Concern for excessive speeds on curves of Warren Rd.  
Recommendation to install three (3) W1-8 chevron signs in both the northbound and southbound direction.
  - b. Signage & Warnings for Street Dips, Lyon Avenue at Fruitvale Avenue  
Recommendation to remove the faded "DIP" legend from the pavement.
  - c. Modification of the Southbound Left-Turn Lane at Sanderson Avenue and Commonwealth Avenue  
Recommendation to reconfigure striping at this location, providing a 50-foot left turn pocket, 50-foot gap, and two way-left turn lane.
  
12. **Recommendation by Engineering - Authority to Approve Plans and Designs for All Public Works Projects**
  - a. Adopt an ordinance amending Chapter 2 of the Hemet Municipal Code to confer upon the City Engineer the authority to approve plans and designs for all Public Works projects. **Ordinance Bill No. 16-002**

## **Successor Agency Consent Calendar**

13. **Agreement for Services Between the Successor Agency to the Former Hemet Redevelopment Agency and RSG, Inc. – Deputy City Manager/Administrative Services Director Hurst**
  - a. Approve an Agreement for services between the Successor Agency to the Former Hemet Redevelopment Agency and RSG, Inc.

## 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.

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## Public Hearing

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

14. **Zone Change No. 15-003 and Tentative Parcel Map 36661 (Map No. 15-009) – Habitat for Humanity** – Community Development Director Elliano
    - a. Introduce, read by title only and waive further reading of an ordinance approving Zone Change No. 15-003 to change the zoning classification from R-A (Residential Agricultural) to R-1-7.2 (Single Family Residential 7,200 sq. ft. min.) located at 354 North Palm Avenue **Ordinance Bill No. 16-003**; and
    - b. Adopt a resolution approving Tentative Parcel Map No. 36661 (Map 15-009) for the subdivision of 0.40 acres into two (2) single family residential lots, located at 354 N. Palm Avenue (APN: 443-101-037) **Resolution Bill No. 16-004**; and
    - c. Direct staff to file the applicable Notices of Exemption with the County Clerk pursuant to the CEQA Guidelines.
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## Discussion/Action Item

15. **Repealing Sections 26-3 and 26-4 of the Hemet Municipal Code pertaining to the City's Disaster Planning Commission** – Fire Chief Brown
    - a. Introduce, read by title only and waive further reading repealing Sections 26-3 and Section 26-4 of the Hemet Municipal Code, which deal with the City's Disaster Planning Commission **Ordinance Bill No. 16-005**; and
    - b. Direct the Fire Chief to develop a Community-based strategy that meets both the Strategic and operational needs in support of City-wide Disaster planning activities.
  
  16. **Quarterly Budget Update – As of December 31, 2015** – Deputy City Manager/Administrative Services Director Hurst
    - a. Receive and file the quarterly budget update.
  
  17. **Circulation Study Options for the Downtown Hemet Specific Plan** – Community Development Director Elliano
    - a. Staff is recommending that the City Council not authorize the additional funding for a focused traffic study for the Downtown Hemet Specific Plan project to evaluate Circulation Alternative Option 3 for Florida Avenue as a 2-lane roadway; and
    - b. Direct staff and the consultant team to proceed with concept plans for the Modified option 2 for Florida Avenue in the Specific Plan; and
    - c. Direct staff to continue to explore opportunities with Caltrans to develop Florida Avenue as a Complete Street consistent with Modified Option 2.
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## City Council Reports

18. CITY COUNCIL REPORTS AND COMMENTS
  - A. 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)
  
  - B. Council Member Milne
    1. Riverside County Habitat Conservation Agency (RCHCA)
    2. Riverside Conservation Authority (RCA)
    3. Disaster Planning Commission

- C. Council Member Youssef
  - 1. Planning Commission
- D. Mayor Pro Tem Raver
  - 1. Traffic and Parking Commission
  - 2. Riverside Transit Agency (RTA)
  - 3. Riverside County Transportation Commission (RCTC)
  - 4. Watermaster Board
- E. Mayor 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)
- F. Ad-Hoc Committee Reports
  - 1. Diamond Valley Lake Recreation Ad-Hoc Committee (January 27, 2015)
  - 2. Ad-Hoc Committee to Explore Revenue Options (May 26, 2015)
  - 3. Grant Ad-Hoc Committee (June 23, 2015)
  - 4. CDBG Ad-Hoc Committee (December 8, 2015)
- G. City Manager Meyerhoff
  - 1. Manager's Reports
  - 2. Update on Fire Station No. 5

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## **Continued Closed Session**

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

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### **Future Agenda Items**

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

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### **Adjournment**

Adjourn to Tuesday, February 9, 2016 at 7:00 p.m. for consideration of items placed on that agenda. The next regular meeting will be held February 23, 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.*



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# MINUTES

## REGULAR MEETING OF THE HEMET CITY COUNCIL

January 12, 2016

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5:30 p.m.

City of Hemet Council Chambers  
450 E. Latham Avenue

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

*Please silence all cell phones*

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### Call to Order

Mayor Wright called the meeting to order at 5:30 pm

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### Roll Call

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

ABSENT: Council Member Milne

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

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### Closed Session

#### Notice of Opportunity for Public Comment

There were no public comments presented at this time.

The City Council recessed to Closed Session at 5:31 p.m.

Council Member Milne arrived at 5:32 p.m.

1. Conference with Legal Counsel - Existing Litigation  
Pursuant to Government Code section 54956.9(d)(1)  
Names of cases: City of Hemet v. Strange Therapy Solutions, et al. RIC 1510007  
Terry A. Kammer v. City of Hemet RIC 1300635  
Shere Padilla v. City of Hemet RIC 1300847
  2. Conference with Legal Counsel - Anticipated Litigation  
Three (3) matters of significant exposure to litigation pursuant to Government Code section 54956.9(d)(2) & (3)
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### REGULAR SESSION

7:00 p.m.

City of Hemet City Council Chambers  
450 E. Latham Avenue

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### Call to Order

Mayor Wright called the meeting to order at 7:01 p.m.

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## Roll Call

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

ABSENT: None

OTHERS PRESENT: City Manager Meyerhoff, City Attorney Vail, City Clerk McComas

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## Invocation

Invocation was given by Gary Fowler, Hemet-San Jacinto Interfaith Council

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## Pledge of Allegiance

Pledge of Allegiance was led by Mayor Pro Tem Raver

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## City Attorney Closed Session Report

3. Conference with Legal Counsel - Existing Litigation  
Pursuant to Government Code section 54956.9(d)(1)  
Names of cases: City of Hemet v. Strange Therapy Solutions, et al. RIC 1510007  
Terry A. Kammer v. City of Hemet RIC 1300635  
Shere Padilla v. City of Hemet RIC 1300847
  
  4. Conference with Legal Counsel - Anticipated Litigation  
Three (3) matters of significant exposure to litigation pursuant to Government Code section 54956.9(d)(2) & (3)
- 

## Presentations

5. Introduction of City Manager, Alex Meyerhoff

**Mayor Wright**, introduced and welcomed Alex Meyerhoff, City Manager.

The City Council thanked Gary Thornhill for his time as Interim City Manager.

**Gary Thornhill**, complimented the staff. Hemet still has challenges but we are going down the right path. Mr. Thornhill feels good about leaving the City in Mr. Meyerhoff's hands.

**Mayor Wright**, we appreciated your leadership and we accomplished a lot under your direction.

**Council Member Youssef**, pleasure to have you here for both stints. The City Council, the staff and this community respect you and hope this isn't good-bye.

**Council Member Krupa**, you made my job as Mayor rewarding. I learned a lot from you and do admire your positive attitude calling these times "Hemet's Renaissance".

**Council Member Milne**, enjoyed our debates. You have always had the City's back. Between you and staff looking out of the box the City avoided bankruptcy. You are one of my favorite Planners.

**Council Member Raver**, you helped me more than you know.

**Eric Vail, City Attorney**, you have my respect as a gentleman and a scholar. You are one of the most excellent City Manager's we have had and I have thoroughly enjoyed working with you.

**Fire Chief Brown**, introduced the City's new Fire Chaplain, Charles Slagle.

**Chaplain Slagle**, I'm happy to be the City's Fire Department Chaplain. I've been a Fire Chaplain since 1998 and am a member of the International Association of Fire Chaplains.

6. Presentation of Awards for the 2015 Hemet Christmas Parade

**Stephany Borders, Party Planners**, presented the awards to the category winners of the Hemet Christmas Parade. Ms. Borders thanked all of the participants and volunteers who helped make the parade a success.

Band - High School: Ramona Allstar Band and Tahquitz High School Band

Band - Middle School: Diamond Valley Middle School Band

Animal: Charros Rancheros of California

Marching: Tahquitz JROTC and West Valley JROTC

Float: Hemet Theater Group

Best of Theme: City of Hemet Public Works and Engineering Department

Motorized: Risen Kings car and motorcycle

Decorated Walking: World Black Belt Center

Antique Auto: Inland Empire Alliance Car Club

Non-Motorized: Remix All Star Cheer and Dance

**Mayor Wright**, thanked Stephany Borders and Shirley Maddox for their efforts. The participation and attendance was great.

7. Proclamation to the Ramona All Star Band

Board Members Lori VanArsdale, Tami Wilhelm, TJ Hepburn and David Hockenberry were present to accept the proclamation as well as many members of the Band.

**TJ Hepburn**, explained the background behind the formation of the Ramona Allstar Band. The Ramona Bowl Association graciously offered to be the umbrella organization for the band, that was 3 years ago. The Band was invited by the Lord Mayor to participate in London's New Year's Parade. The kids fundraised for three years for this opportunity.

**Lori VanArdsale**, TJ comes up with these great ideas then the Board has to figure out how to implement them. We obviously embraced this one. Ms. VanArsdale thanked the students, they did an incredible job raising money and their performance in London was amazing. The BBC did an article on the band and wants to do a documentary. We had three present and former Mayor's representing Hemet in London.

**Mayor Wright**, there were a number of American bands there. Our kids were respectful and well behaved. I was proud to have you represent us. TJ did an incredible job herding 70 people.

**Council Member Krupa**, read the proclamation to the Ramona Allstar Band congratulating them for their outstanding work and performance in the 2016 London New Year's Day Parade. The kids were exceptional, everything that parents and grandparents would hope for.

Awards presented by the Lord Mayor at the Reception were brought in for display.

The City Council recessed briefly at 7:36 p.m.

Reconvened at 7:42 p.m.

## **City Council Business Consent Calendar**

8. **Approval of Minutes** – December 8, 2015
9. **Approval of Minutes** – December 22, 2015
10. **Receive and File** – Investment Portfolio as of November 2015
11. **Receive and File** – City Council Committee Appointments
12. **Receive and File** – Warrant Registers
  - a. Warrant registers dated November 25, 2015 in the amount of \$1,635,470.65 and December 3, 2015 in the amount of \$1,823,003.93. Payroll for the period of November 9, 2015 to November 22, 2015 was \$590,707.75 and November 23, 2015 to December 6, 2015 was \$768,943.73.
13. **Recommendation by Community Development** - Zoning Ordinance Amendment (ZOA) No. 15-006
  - a. Adopt 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 No. 1909**
14. **Recommendation by Community Development** - Zoning Ordinance Amendment (ZOA) No. 15-011
  - a. Adopt an ordinance amending Hemet Municipal Code Section 90-79 regarding medical marijuana facilities. **Ordinance No. 1910**
15. **Recommendation by Administrative Services** - Update Public Works Contracting Provisions of Hemet Municipal Code
  - a. Adopt an ordinance amending sections 2-357 and 2-358 of the Hemet Municipal Code regarding bidding procedures for public projects. **Ordinance No. 1911**
16. **Recommendation by Administrative Services** – AB 1600 Annual and Five Year Reports for the City of Hemet Fiscal Year 2014-15
  - a. Adopt a resolution accepting and approve the AB1600 Annual and Five Year Development Impact Fee reports for fiscal year 2014-15 and making the findings required by Government Code Section 66001(D). **Resolution No. 4652**
17. **Recommendation by Public Works** – Award of Agreement to L.O. Lynch of San Jacinto to Perform Emergency Repairs to Well 15
  - a. Authorize award of agreement to L.O. Lynch of San Jacinto, in the amount of \$80,836 to perform emergency repair work at Well #15 located at 2570 W. Johnson Avenue; and

- b. Authorize the City Manager to enter into an Agreement for Emergency Construction Services with L.O. Lynch, and execute purchase orders necessary to support the agreement.
18. **Recommendation by Fire** – Acceptance of the 2015 Riverside County Community Health Agency Grant (CHOG)
- a. Accept the grant from the Riverside County Community Health Agency in the amount of \$67,000 from the period of October 1, 2015 through February 28, 2017; and
  - b. Amend the budget in the Public Safety Grant Fund #232 to reflect the award amount of \$67,000 to cover the cost of training and the purchase of hazardous materials mitigation equipment.
19. **Recommendation by Library** – Hemet Public Library becoming a 1 Gigabyte Library
- a. Approve the Hemet Public Library joining the California State Internet Backbone; and
  - b. Approve an appropriation of \$90,000 from the Hayden Trust for funding of the project.

**Council Member Krupa moved and Council Member Milne seconded a motion to approve the Consent Calendar as presented. Motion carried 5-0.**

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### **Communications from the Public**

**Jim Welker, Hemet**, told the City Council about a Texas Company that is looking for 100 acre site to build passenger planes. The company needs a 9,000 ft. runway for testing. Mr. Welker recommended that the City Council establish a committee to look into the feasibility of building a new airport north of Domenigoni Parkway and west of Warren Rd.

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### **Discussion/Action Item**

20. **Presentation regarding WRCOG's Streetlight Acquisition Program** – Public Works Director Jensen

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

**Tyler Masters, WRCOG**, gave the City Council an update on WRCOG's Regional Streetlight Program. Streetlights are a high utility cost for jurisdictions. Currently in WRCOG's region there are 62,000 SCE-owned streetlights. SCE-owned streetlight rates have increased 55% since 2001. In December 2014, WRCOG Executive Committee directed staff to pursue the development and administration of a Regional Streetlight Program. Mr. Masters showed the City Council per month cost comparisons. Cost savings occur when streetlights are acquired. There will be additional savings upon retrofit to LED. Estimated savings per month is \$5.97 per pole. This program will create one regional program instead of multiple separate similar programs. Which will result in administrative, operational and maintenance cost efficiencies. The program will reduce utility bill costs, reduce energy consumption, reduce streetlight maintenance and increase public safety. The program will also assist in meeting local and statewide energy and greenhouse gas goals. The streetlights are not simply a cost to cities, they can also be revenue generators, and real estate assets. Upon ownership of streetlights,

the City will have the ability to insert a wide variety of attachments to poles: Banners; Dimmable technologies; 3<sup>rd</sup> party attachments; and various attachments to create "Smart City" infrastructure opportunities. The City of Hemet already has an agreement for banners with CalTrans. Jurisdictions will pay an initial streetlight valuation fee of \$10,000 to generate streetlight system sales price. Meet with SCE to kick-off the valuation review process. Then a meeting to provide jurisdiction with estimated sales price. WRCOG will support the jurisdictions in developing a Purchase & Sales Agreement with SCE. SCE and the jurisdiction will submit the agreement to CPUC. Following CPUC's approval, SCE and the jurisdiction will enter into a transition of the streetlights. 16 WRCOG jurisdictions and agencies are in SCE's initial valuation process. Seven have received SCE initial Valuation reports. The remaining nine jurisdictions (Hemet included) will initiate and complete the valuation process by early 2016. This process is non-binding. WRCOG will provide support with the SCE streetlight acquisition and the CPUC approval process. WRCOG will develop regional streetlight design standards. Next steps are: identify all financing options; recommend to interested jurisdictions that streetlights installed in new developments be transferred to jurisdictional ownership, not to SCE; schedule program feasibility meetings, after staff has received SCE valuation report, to assess feasibility of this Program; continue to discuss subregional approach to additional valuation fees and acquisition support; and development of Purchase & Sales Agreement between SCE and each jurisdiction. Mr. Masters showed the City Council a possible timeline.

**Council Member Youssef**, asked which agencies have received the Valuation reports.

**Mr. Masters**, Temecula, Murrieta, Lake Elsinore, Calimesa, Perris, Jurupa and Eastvale.

**Council Member Krupa**, asked if the PUC will approve for the entire jurisdiction or if each city has to apply individually.

**Mr. Masters**, the applications would be submitted by each city. As of today, the PUC has not approved any.

**Kris Jensen, Public Works Director**, staff will be meeting with SCE to see how the evaluation went. WRCOG has been incredible. We will bring that evaluation to the City Council prior to the next step. This is a great program and opportunity for us.

21. **Authority to Approve Plans and Designs for All Public Works Projects –**  
Engineering Director/City Engineer Latino

- a. Introduce, read by title only and waive further reading of an ordinance amending Chapter 2 of the Hemet Municipal Code to confer upon the City Engineer the authority to approve plans and designs for all Public Works projects.

**Ordinance Bill No. 16-002**

**Steve Latino**, this ordinance authorizes the City Engineering to make design modifications as Public Works projects are moving forward.

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

Ordinance read by title only

22. **First Amendment to the Solar Fee & Improvement Agreement for Sun Edison LLC** - Community Development Director Elliano

- a. Approve the terms as set forth in the First Amendment to the Solar Fee and Improvement Agreement, and authorize the City Manager to execute the First Amendment Agreement; and

- b. Direct staff to issue an extension to the Temporary Certificate of Occupancy for the 20-megawatt solar power field located on 134 acres at the southwest corner of Acacia Avenue and Sanderson Avenue until June 1, 2016, pending receipt of the detailed mobilization and construction schedule from the applicant and the fully executed First Amendment to the Agreement.

**Deanna Elliano, Community Development Director**, gave the City Council a powerpoint presentation regarding the Sun Edison Solar Fee Agreement First Amendment. Conditional Use Permit No. 14-006 was approved on December 16, 2014 for Sun Edison's 20-megawatt Solar Facility Project, located at the southwest corner of Sanderson and Acacia Avenues. The conditions included: Solar Fee Agreement approved by the City Council on March 11, 2015; and full public improvements on Sanderson & Acacia installed prior to the issuance of a Certificate of Occupancy to operate the facility. The Solar Fee Agreement allowed Sun Edison to obtain a Temporary Certificate of Occupancy (TCO) for a maximum 6 month period if financial security was provided for any outstanding improvements or conditions. An aerial map of the property and the Solar Site Plan were displayed. Pictures of the current condition of Acacia and Sanderson Avenues were displayed. Conceptual pictures of the public improvements were also displayed. The TCO was issued on July 16, 2015 because various engineering plans, street improvements and landscaping were not complete, and the existing SCE power poles on Acacia had to be relocated before construction could begin, that TCO expires on January 16, 2016. The Solar Facility commenced operation on July 16, 2015 under the TCO and has been generating electricity. The SCE pole relocation plans were approved in April, 2015. SCE pole relocation is scheduled for February, 2016. The street improvement plans were approved in July, 2015. Construction is scheduled for March – June 2016. The traffic signal relocation plan and LLMD are under review. Construction has not yet commenced on the pole relocation or street improvements. A request for an Extension of the TCO and Amended Agreement was received from Sun Edison on December 23, 2015 to complete improvements. Staff is recommending amending the Agreement granting an extension of the TCO until June 1, 2016, subject to the following: submission to the City a detailed construction schedule; any extension needed after the June 1, 2016 date would be granted in one-month increments, provided that Sun Edison pays \$10,000 for each extension; extension of the Letter of Credit which expires on June 22, 2016; the annual payment due date for the Solar Fee is shifted from December 1<sup>st</sup> to January 31<sup>st</sup> for each calendar year; and addition of a Force Majeure clause for extreme events resulting in delays. Sun Edison has requested the following revisions to staff's recommendations: requests an additional 90 days after the June 1, 2016 extension deadline before the \$10,000 monthly penalty is imposed, if the delay is caused by SCE relocation schedule; and that requests for final inspections on the improvements be submitted prior to June 1, 2016, but that any corrections or re-inspections can occur after that date without triggering the \$10,000 penalty. Staff recommends that the City Council approve the First Amendment to the Solar Fee & Improvement Agreement as drafted by the City Attorney and direct staff to issue and extension to the Temporary Certificate of Occupancy until June 1, 2016, pending receipt by the City of the fully executed First Amendment to the Agreement.

**Jeremy Krout, Sun Edison**, we are happy to have the Solar Site up and running and in the City of Hemet. Mr. Krout addressed the concern of the right of way improvements not being completed. Sun Edison's intent to have a maintenance agreement in place by now has been delayed by SCE's delay on the relocation of the poles on Acacia Avenue. We are moving forward on that now. Sun Edison recognizes that it is a concern.

**Alex Meyerhoff**, told the City Council that the Public Works Department had to do some of abatement on the site.

**Jeremy Krout**, the project manager was made aware of that and apologizes. They will be much more responsive going forward. The reason that we are requesting the extension is the need to relocate the poles. A matrix prepared by Sun Edison illustrating the deadlines leading up to today was distributed to the City Council along with a letter from SCE. Quite a bit of money was submitted early on to the City showing their commitment to completing the improvements. The pole relocation was part of the Street Lighting that was approved on September 22<sup>nd</sup>. At that point, the relocation efforts began. The cost estimate from SCE is \$295,719.94 with a tentative start date of February 2016. Unfortunately some accounting errors on SCE's part delayed our start date. Sun Edison did not receive a firm commitment from SCE until January 2016. Now we are in the middle of the raining season and might have to deal with more delays. We appreciate the addition of the Force Majeure clause. In previous dealings with SCE, they can be pulled off of our project further delaying the completion. Sun Edison is requesting an additional 90 days after June 1, 2016 extension deadline before the penalty is imposed, if the delay is caused by SCE relocation schedule. In addition, that requests for final inspections on the improvements be submitted prior to June 1, 2016, but that any corrections or re-inspections can occur after that date without triggering the penalty.

**Council Member Raver**, asked for clarification on the deadlines and why the work has not been completed on Sanderson Avenue.

**Mr. Krout**, SCE is scheduled to complete the project by the end of February, but there is no guarantee or penalties if they don't. The original direction to the bidders was to begin work on Sanderson and then move to Acacia after the relocation of the poles. The concern was that SCE's work would not be completed and the contractor would have to demobilize and remobilize at the cost of \$10,000 to \$25,000.

**Council Member Milne**, I used to work with SCE and I feel your pain. We understand the effects of the weather. We need Sun Edison to stay on track better than they have been.

**Mayor Wright**, staff worked diligently to get this project approved on Sun Edison timelines and Sun Edison owes that same respect to the city and the Community. Some improvements could have been done between July and now with or without the poles.

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

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## City Council Reports

### 23. CITY COUNCIL REPORTS AND COMMENTS

#### A. Council Member Krupa

##### 1. Riverside Conservation Authority (RCA)

RCA has determined that members of RCA are not employees of the County of Riverside.

##### 2. Ramona Bowl Association

President's Dinner, January 22, 2015

##### 3. Riverside Transit Agency (RTA)

Council Member Krupa was appointed 1<sup>st</sup> Vice Chair of 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)
- B. Council Member Milne
1. Riverside County Habitat Conservation Agency (RCHCA)
  2. Riverside Conservation Authority (RCA)
  3. Disaster Planning Commission
- C. Council Member Youssef
- D. Mayor Pro Tem Raver
1. Planning Commission
  2. Traffic and Parking Commission
  3. Riverside Transit Agency (RTA)
  4. Riverside County Transportation Commission (RCTC)
  5. Watermaster Board
- E. Mayor 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)

**Mayor Wright**, asked Fire Chief Brown for an update on Fire Station No. 5

**Fire Chief Brown**, direction from the City Council was to re-open Fire Station No. 5 and that was done in February 2015, staffing that with a basic life support two-person squad. The outstanding issue is conversion of that unit to the paramedic level. A full report will be presented to City Council on January 26, 2016 for direction.

F. Ad-Hoc Committee Reports

1. Diamond Valley Lake Recreation Ad-Hoc Committee (January 27, 2015)

**Council Member Krupa**, reported that the Committee met with Senator Stone. Sen. Stone is impressed with the progress the Committee is making on recreation opportunities at the Lake. A full report from the Committee will be presented in June 2016.

2. Public Safety Ballot Measure Ad-Hoc Committee (January 27, 2015)

**Council Member Krupa**, reported that the Committee has not met and is recommending that the Committee disband at this time.

**Mayor Pro Tem Raver**, opposed the recommendation and recommended that the responsibilities of this Committee be assigned to the Ad-Hoc Committee to Explore Revenue Options or that this Committee meet and bring back a report on January 26, 2016.

**Council Member Krupa moved and Council Member Youssef seconded a motion to disband the Committee at this time. Motion carried 4-1. Mayor Pro Tem Raver voted No.**

3. Ad-Hoc Committee to Explore Revenue Options (May 26, 2015)

**Council Member Krupa**, this Committee will present a report on February 23, 2016.

4. Grant Ad-Hoc Committee (June 23, 2015)

**Mayor Wright**, requested that a meeting be scheduled in February.

5. CDBG Ad-Hoc Committee (December 8, 2015)

G. City Manager Meyerhoff

1. Manager's Reports

**Alex Meyerhoff, City Manager**, thanked the City Council for this opportunity. I'm proud to be here. Mr. Meyerhoff requested a round of applause for staff. They do a great job, which is evident of the flow of this meeting. Mr. Meyerhoff also thanked Gary Thornhill for his assistance. I've read about him for years and now I have had the pleasure to work with him. Mr. Thornhill is a great leader, a mentor and a friend.

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## **Continued Closed Session**

The City Council recessed to Closed Session at 8:50 p.m.

1. Conference with Legal Counsel - Existing Litigation  
Pursuant to Government Code section 54956.9(d)(1)  
Names of cases: City of Hemet v. Strange Therapy Solutions, et al. RIC 1510007  
Terry A. Kammer v. City of Hemet RIC 1300635  
Shere Padilla v. City of Hemet RIC 1300847
  2. Conference with Legal Counsel - Anticipated Litigation  
Three (3) matters of significant exposure to litigation pursuant to Government Code section 54956.9(d)(2) & (3)
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Reconvened at 9:00 p.m.

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

3. Conference with Legal Counsel - Existing Litigation  
Pursuant to Government Code section 54956.9(d)(1)  
Names of cases: City of Hemet v. Strange Therapy Solutions, et al. RIC 1510007  
Terry A. Kammer v. City of Hemet RIC 1300635  
Shere Padilla v. City of Hemet RIC 1300847

The City Attorney reported that the City Council gave direction to the City Attorney to pursue with a Judgment regarding City of Hemet v. Strange Therapy Solutions. The City Attorney gave the City Council an update regarding Terry A. Kammer v. City of Hemet and Shere Padilla v. City of Hemet. There was no additional reportable action.

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

The City Attorney reported that there was no reportable action on two matters of Anticipated Litigation.

On one matter of Anticipated Litigation the City Council directed the City Manager and City Attorney to retain a demographer and otherwise take all necessary steps to assist the Council

in the preparation of an ordinance pursuant to Gov Code 34886(a) requiring members of the City Council be elected by district and to submit the ordinance to the Council for consideration of adoption in sufficient time to utilize the districts in the November 2016 election. The Council's action was based on a number of factors including, the Council's belief in undertaking efforts to expand voter participation in local elections, receipt of a letter alleging that the existing at-large election system violates the California Voters Rights Act, and the Council's desire to avoid spending tax dollars in the defense of a meritless but potentially catastrophically expensive suit. The process will involve a presentation to the City Council at their next regular meeting, as well as at least three public hearings on the proposed districts.

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### **Future Agenda Items**

There were no future agenda items requested at this time.

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### **Adjournment**

The City Council adjourned at 9:02 p.m. to Tuesday, January 26, 2016 at 7:00 p.m.



AGENDA

# 6

## Staff Report

TO: Honorable Mayor and members of the City Council  
FROM: Judith L. Oltman, City Treasurer  
DATE: January 26, 2016  
RE: Investment Portfolio as of December 2015

### RECOMMENDED ACTION:

Receive and file.

### ANALYSIS:

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

On 12/9/15 we purchased a 5yr Sallie Mae Neg. CD #3191 for \$247,000 at 2.20%; on 12/15/15 we purchased a 5 year Visa medium term note #5037 for \$1,000,000 with a yield of \$2.15; and on 12/30/15 we purchased a 5 year/3 month call FHLMC #2287 for \$1,000,000 at 2.05%. On 12/14/15 our FHLMC #2283 was called.

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

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

Respectfully Submitted,

Judith L. Oltman  
City Treasurer

attachment

CITY OF HEMET, CALIFORNIA  
Monthly Report of Investment Activities

DECEMBER 2015

INVESTMENT CLASSIFICATIONS	MONTHLY ACTIVITY	CONSOLIDATED BALANCE
PORTFOLIO AS OF NOVEMBER	57,170,524.38	
<b>CERTIFICATES OF DEPOSIT</b>		
Placed this month	247,000.00	
Matured this month		
<b>Balance</b>		<b>7,924,000.00</b>
<b>LOCAL AGENCY INVESTMENT FUND: City of Hemet</b>		
Deposits		
Withdrawals		
<b>Balance</b>		<b>20,298,871.65</b>
<b>BANK OF NEW YORK MELLON Custodial Acct.</b>		
Deposits	1,056,407.49	
Withdrawals	-2,303,088.60	
<b>Balance</b>		<b>1,007.68</b>
<b>CITIBANK: Money Market Account</b>		
Deposits	147,721.57	
Withdrawals	-350,000.00	
<b>Balance</b>		<b>45,609.49</b>
<b>CITIBANK: Money Market Account 3</b>		
Deposits	1,013,819.91	
Withdrawals	-2,750,000.00	
<b>Balance</b>		<b>1,439,312.13</b>
<b>MUNICIPAL BONDS &amp; NOTES</b>		
Deposits	1,000,000.00	
Withdrawals		
<b>Balance</b>		<b>19,523,583.80</b>
<b>GOVERNMENT AGENCIES</b>		
2253 1.0% FNMA 11/29/17		500,000.00
2255 1.15% FNMA 2/28/18		500,000.00
2258 1.0% 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
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
2286 2.0% FHLMC 11/25/20		1,000,000.00
2287 2.05% FHLMC 12/30/20	1,000,000.00	1,000,000.00
<b>PORTFOLIO BALANCE AS OF DEC. 2015</b>	<b>55,232,384.75</b>	<b>55,232,384.75</b>

INTEREST EARNINGS	15-16 FISCAL YEAR-TO-DATE	
<b>EARNINGS BALANCE AS DECEMBER 1, 2015</b>		<b>113,571.46</b>
CERTIFICATES OF DEPOSIT INT.	13,881.91	
OTHER GOVERNMENT SECURITIES	43,020.00	
INVESTMENT PREMIUM	-61.11	
CITIBANK MONEY MARKET ACCOUNT	35.08	
CITIBANK MONEY MARKET ACCOUNT 3	287.26	
BANK OF NY MONEY MARKET ACCT.	14.87	
<b>LOCAL AGENCY INVESTMENT FUNDS</b>		
CITY OF HEMET INTEREST		
MONTHLY EARNINGS TOTAL	57,178.01	57,178.01
MEMO ONLY:		
Charges as of Oct. 1, 2015	-15,162.20	
<b>15-16 YEAR-TO-DATE INTEREST EARNINGS</b>		<b>170,749.47</b>

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

<b>Investments</b>	<b>Par Value</b>	<b>Market Value</b>	<b>Book Value</b>	<b>% of Portfolio</b>	<b>Term</b>	<b>Days to Maturity</b>	<b>YTM 360 Equiv.</b>	<b>YTM 365 Equiv.</b>
Certificates of Deposit - Bank	1,733,000.00	1,739,585.78	1,733,000.00	3.15	1,619	478	1.452	1.473
Managed Pool Accounts	20,298,871.65	20,298,871.65	20,298,871.65	36.95	1	1	0.316	0.320
Passbook/Checking Accounts	1,485,929.30	1,485,929.30	1,485,929.30	2.70	1	1	0.434	0.440
Local Government Bonds	12,523,583.80	12,588,387.74	12,667,616.12	23.06	2,303	1,969	2.450	2.484
Medium Term Notes	7,000,000.00	7,023,135.00	7,036,292.24	12.81	1,797	1,322	1.922	1.948
Federal Agency Issues - Coupon	6,000,000.00	5,990,940.00	5,525,277.78	10.06	1,817	1,342	1.563	1.585
Negotiable CDs	6,191,000.00	8,486,142.86	6,191,000.00	11.27	1,877	1,213	1.748	1.772
<b>Investments</b>	<b>55,232,384.75</b>	<b>57,612,992.33</b>	<b>54,937,987.09</b>	<b>100.00%</b>	<b>1,207</b>	<b>910</b>	<b>1.339</b>	<b>1.358</b>
<b>Cash and Accrued Interest</b>								
Accrued Interest at Purchase		21,703.03	21,703.03					
Subtotal		21,703.03	21,703.03					
<b>Total Cash and Investments</b>	<b>55,232,384.75</b>	<b>57,634,695.36</b>	<b>54,959,690.12</b>		<b>1,207</b>	<b>910</b>	<b>1.339</b>	<b>1.358</b>

<b>Total Earnings</b>	<b>December 31 Month Ending</b>	<b>Fiscal Year To Date</b>
Current Year	70,678.78	370,991.43
<b>Average Daily Balance</b>	<b>55,978,043.94</b>	<b>61,121,521.28</b>
<b>Effective Rate of Return</b>	<b>1.49%</b>	<b>1.20%</b>

JUDITH L. OLTMAN, TREASURER

Reporting period 12/01/2015-12/31/2015

Run Date: 01/18/2016 - 15:17

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

**CITY OF HEMET**  
**Portfolio Management**  
**Portfolio Details - Investments**  
**December 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
<b>Certificates of Deposit - Bank</b>												
06740KEX1	3146	BARCLAYS BANK DE		12/07/2011	247,000.00	248,877.45	247,000.00	1.900		1.902	341	12/07/2016
SYS3174	3174	BANK OF HEMET		09/06/2013	494,000.00	494,000.00	494,000.00	0.500		0.500	249	09/06/2016
SYS3144	3144	BANK OF THE WEST		10/12/2011	249,000.00	250,615.44	249,000.00	1.750		1.750	285	10/12/2016
SYS3136	3136	CIT BANK		08/24/2011	247,000.00	248,547.04	247,000.00	1.800		1.800	236	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	1,754	10/20/2020
36160WVR7	3132	G.E. Capital Financial, Inc.		08/12/2011	247,000.00	248,545.85	247,000.00	1.850		1.850	224	08/12/2016
<b>Subtotal and Average</b>			<b>1,733,000.00</b>		<b>1,733,000.00</b>	<b>1,739,585.78</b>	<b>1,733,000.00</b>			<b>1.473</b>	<b>478</b>	
<b>Managed Pool Accounts</b>												
SYS1001	1001	LOCAL AGENCY INVESTMENT FUND			20,298,871.65	20,298,871.65	20,298,871.65	0.320		0.320	1	
<b>Subtotal and Average</b>			<b>20,298,871.65</b>		<b>20,298,871.65</b>	<b>20,298,871.65</b>	<b>20,298,871.65</b>			<b>0.320</b>	<b>1</b>	
<b>Passbook/Checking Accounts</b>												
SYS5009	5009	BANK OF NEW YORK			1,007.68	1,007.68	1,007.68			0.000	1	
SYS5001	5001	Citibank			45,609.49	45,609.49	45,609.49	0.150		0.150	1	
SYS5004	5004	CITIBANK3			1,439,312.13	1,439,312.13	1,439,312.13	0.450		0.450	1	
<b>Subtotal and Average</b>			<b>3,560,679.73</b>		<b>1,485,929.30</b>	<b>1,485,929.30</b>	<b>1,485,929.30</b>			<b>0.440</b>	<b>1</b>	
<b>Local Government Bonds</b>												
044555PA2	5025	ASHLAND OREGON		10/23/2014	1,145,000.00	1,125,237.30	1,133,927.25	2.800	AA	2.926	3,135	08/01/2024
048339SE6	5018	ATLANTIC CITY N.J.		06/02/2014	465,000.00	472,481.85	481,972.47	3.953	A	2.075	821	04/01/2018
048339SF3	5019	ATLANTIC CITY N.J.		06/02/2014	440,000.00	447,471.20	461,373.53	4.253	A	2.651	1,186	04/01/2019
04780NHS9	5030	ATLANTA DEVELOPMENT AUTHORITY		07/09/2015	825,000.00	820,421.25	829,101.98	2.518	A	2.400	1,643	07/01/2020
13124MAH8	5026	CALLEGUAS CA MUNI WATER DIST		10/23/2014	745,000.00	751,094.10	757,558.12	2.601	AAA	2.201	1,643	07/01/2020
156792GW7	5027	CERRITOS COMMUNITY COLLEGE DIS		12/01/2014	1,260,000.00	1,274,338.80	1,271,165.79	2.971	AA	2.821	2,404	08/01/2022
404476HH9	5022	HABERSHAM COUNTY HOSPITAL AUTH		08/13/2014	795,000.00	798,990.90	798,956.76	2.250		2.080	1,127	02/01/2019
413450HY6	5034	HARPER CREEK COMM. SCH. DIST.		10/06/2015	600,000.00	598,848.00	605,716.91	2.743		2.550	1,947	05/01/2021
544587C30	5036	L.A. MUNI IMPROVEMENT CORP		11/30/2015	520,000.00	530,972.00	532,317.75	3.146		2.620	1,766	11/01/2020
45462TEJ7	5032	INDIANA BOND BANK		09/15/2015	990,000.00	985,515.30	1,001,525.92	2.710	AA	2.501	2,206	01/15/2022
650035J66	5015	NEW YORK STATE REVENUE BONDS		03/25/2014	500,000.00	503,240.00	499,239.26	2.000		2.050	1,169	03/15/2019
64971WMC1	5031	NEW YORK CITY TRANSITIONA; FIN		08/03/2015	1,000,000.00	1,009,170.00	1,016,772.60	2.840		2.560	2,404	08/01/2022
73474TAG5	5033	PORT OF MORROW ORE TRANS FAC		09/14/2015	740,000.00	752,358.00	749,182.76	2.737		2.500	2,070	09/01/2021
767169DY8	5028	RIO RANCHO		02/12/2015	498,583.80	491,459.04	501,410.23	3.200	A	3.122	3,074	06/01/2024
786134VB9	5029	SACRAMENTO CO. SANITATION DIST		03/02/2015	1,000,000.00	1,015,180.00	1,019,502.35	2.810	AA	2.451	2,161	12/01/2021
13063CKL3	5017	STATE OF CALIFORNIA		05/16/2014	1,000,000.00	1,011,610.00	1,007,892.44	2.250		2.000	1,216	05/01/2019

**CITY OF HEMET**  
**Portfolio Management**  
**Portfolio Details - Investments**  
**December 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
<b>Subtotal and Average</b>			<b>12,668,979.22</b>		<b>12,523,583.80</b>	<b>12,588,387.74</b>	<b>12,667,616.12</b>			<b>2.484</b>	<b>1,969</b>	
<b>Medium Term Notes</b>												
037833AQ3	5016	APPLE		05/15/2014	1,000,000.00	1,011,690.00	1,004,440.54	2.100		1.960	1,221	05/06/2019
084670BL1	5023	BERKSHIRE HATHAWAY		08/14/2014	1,000,000.00	1,006,110.00	1,003,423.99	2.100		2.000	1,321	08/14/2019
14912L6B2	5020	CATERPILLAR		06/09/2014	1,000,000.00	1,003,250.00	1,002,606.68	2.100	A	2.020	1,255	06/09/2019
36962G7G3	5014	G.E. CAPITAL CORP.		03/14/2014	500,000.00	504,845.00	506,511.94	2.300		1.932	1,109	01/14/2019
02665WAZ4	5035	AMERICAN HONDA FINANCE		10/23/2015	1,000,000.00	1,001,550.00	1,013,654.77	2.450		2.144	1,728	09/24/2020
68389XAN5	5010	ORACLE		03/28/2013	500,000.00	500,265.00	500,434.71	1.200		1.150	653	10/15/2017
90261XHE5	5024	UBS AG STAMFORD CT		08/18/2014	500,000.00	499,415.00	501,443.75	2.375		2.290	1,321	08/14/2019
92826CAB8	5037	VISA INC		12/15/2015	1,000,000.00	998,140.00	1,002,299.37	2.200		2.151	1,809	12/14/2020
94974BFG0	5013	WELLS FARGO		04/26/2013	500,000.00	497,870.00	501,476.49	1.500		1.350	746	01/16/2018
<b>Subtotal and Average</b>			<b>6,584,013.34</b>		<b>7,000,000.00</b>	<b>7,023,135.00</b>	<b>7,036,292.24</b>			<b>1.948</b>	<b>1,322</b>	
<b>Federal Agency Issues - Coupon</b>												
313383GY1	2261	FEDERAL HOME LOAN BANK		06/13/2013	500,000.00	500,000.00	500,000.00	1.170		1.170	894	06/13/2018
3134G7UY5	2284	FEDERAL HOME LOAN MTG ASSOC.		09/30/2015	500,000.00	500,845.00	25,277.78	2.000		2.000	0	09/30/2020
3134G7YY1	2285	FEDERAL HOME LOAN MTG ASSOC.		10/15/2015	1,000,000.00	1,000,260.00	1,000,000.00	2.000		2.000	1,749	10/15/2020
3134G84G1	2286	FEDERAL HOME LOAN MTG ASSOC.		11/30/2015	1,000,000.00	1,000,150.00	1,000,000.00	2.000		2.000	1,790	11/25/2020
3134G8CC1	2287	FEDERAL HOME LOAN MTG ASSOC.		12/30/2015	1,000,000.00	1,000,470.00	1,000,000.00	2.050	AA	2.050	1,825	12/30/2020
3136G04U2	2253	FEDERAL NTL MORTGAGE ASSOC.		11/29/2012	500,000.00	500,375.00	500,000.00	1.000		1.000	698	11/29/2017
3135G0UN1	2255	FEDERAL NTL MORTGAGE ASSOC.		02/28/2013	500,000.00	498,695.00	500,000.00	1.150		1.146	789	02/28/2018
3135G0WN9	2258	FEDERAL NTL MORTGAGE ASSOC.		04/30/2013	500,000.00	495,285.00	500,000.00	1.000		1.000	850	04/30/2018
3135G0XG3	2260	FEDERAL NTL MORTGAGE ASSOC.		05/21/2013	500,000.00	494,860.00	500,000.00	1.000		1.000	871	05/21/2018
<b>Subtotal and Average</b>			<b>5,005,241.94</b>		<b>6,000,000.00</b>	<b>5,990,940.00</b>	<b>5,525,277.78</b>			<b>1.585</b>	<b>1,342</b>	
<b>Negotiable CDs</b>												
02437PAG8	3173	AMERICAN NATIONAL BANK DALLAS		08/12/2013	248,000.00	248,320.49	248,000.00	1.250		1.251	589	08/12/2017
02587DWK0	3184	AMERICAN EXPRESS CENTURIAN		11/28/2014	247,000.00	253,087.46	247,000.00	2.200		2.012	1,428	11/29/2019
02587CAW0	3180	AMERICAN EXPRESS FSB		08/21/2014	247,000.00	252,191.79	247,000.00	2.100		2.101	1,328	08/21/2019
05580ACF9	3187	BMW BANK OF NORTH AMERICA, UT		07/17/2015	247,000.00	253,452.28	247,000.00	2.250		2.253	1,659	07/17/2020
0606247B3	3176	BANK OF BARODA N.Y.		11/12/2013	248,000.00	253,520.18	248,000.00	2.150		2.151	1,047	11/13/2018
856284-E3-4	3147	BANK OF INDIA NEW YORK		04/27/2012	248,000.00	250,722.72	248,000.00	2.000		2.001	482	04/27/2017
14042E4P2	3186	CAPITAL ONE NA		07/15/2015	247,000.00	253,990.35	247,000.00	2.300		2.303	1,657	07/15/2020
140420SQ4	3185	CAPITAL ONE		06/24/2015	247,000.00	252,959.52	247,000.00	2.200		2.202	1,636	06/24/2020
17037TDV6	3169	CHOICE FINANCIAL GROUP		11/20/2012	248,000.00	247,215.90	248,000.00	1.000		1.001	689	11/20/2017

**CITY OF HEMET**  
**Portfolio Management**  
**Portfolio Details - Investments**  
**December 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
<b>Negotiable CDs</b>												
20033AAG13	3168	COMENITY CAPITAL BANK		10/25/2012	249,000.00	248,464.08	249,000.00	1.050		1.065	663	10/25/2017
20451PEN2	3175	COMPASS BANK		09/25/2013	247,000.00	251,510.62	247,000.00	2.000		2.001	998	09/25/2018
20786AAL9	3177	CONNECTONE BANK N.J.		12/13/2013	247,000.00	250,352.31	247,000.00	1.850		1.851	1,077	12/13/2018
2546714X5	3181	DISCOVER BANK		08/27/2014	247,000.00	252,214.37	247,000.00	2.100		2.101	1,334	08/27/2019
29976DNY2	3166	EVERBANK		10/15/2012	248,000.00	247,250.17	248,000.00	1.000		1.001	654	10/16/2017
373128DS3	3167	GEORGIA BANK AND TRUST		10/17/2012	249,000.00	248,246.10	249,000.00	1.000		1.014	655	10/17/2017
38148JBU4	3183	GOLDMAN SACHS		11/05/2014	247,000.00	252,521.19	247,000.00	2.150		2.151	1,401	11/02/2019
40434AZA0	3189	HSBC BANK USA NA		09/25/2015	248,000.00	2,466,352.56	248,000.00	2.500		2.502	3,555	09/25/2025
48124JSB5	3171	JP MORGAN CHASE BANK		01/28/2013	248,000.00	246,371.66	248,000.00	0.850		0.850	758	01/28/2018
628779FJ4	3178	NBT BANK		06/06/2014	247,000.00	249,652.98	247,000.00	1.800		1.801	1,252	06/06/2019
700654AV8	3182	PARK NATIONAL BANK		09/26/2014	249,000.00	254,286.89	249,000.00	2.100		2.099	1,180	03/26/2019
74267GUQ8	3179	PRIVATEBANK & TRUST CO.		07/21/2014	247,000.00	251,346.29	247,000.00	2.000		2.001	1,298	07/22/2019
795450XG5	3191	SALLIE MAE		12/09/2015	247,000.00	252,669.42	247,000.00	2.200		2.202	1,804	12/09/2020
87165FJG0	3188	SYNCHRONY BANK		07/31/2015	247,000.00	253,908.44	247,000.00	2.300		2.303	1,673	07/31/2020
909557CL2	3170	UNITED BANKERS' BANK		11/29/2012	249,000.00	248,679.86	249,000.00	1.100		1.115	698	11/29/2017
94986TMF1	3172	WELLS FARGO		03/28/2013	248,000.00	246,855.23	248,000.00	1.000		1.000	817	03/28/2018
<b>Subtotal and Average</b>			<b>6,127,258.06</b>		<b>6,191,000.00</b>	<b>8,486,142.86</b>	<b>6,191,000.00</b>			<b>1.772</b>	<b>1,213</b>	
<b>Total and Average</b>			<b>55,978,043.94</b>		<b>55,232,384.75</b>	<b>57,612,992.33</b>	<b>54,937,987.09</b>			<b>1.358</b>	<b>910</b>	

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

CUSIP	Investment #	Issuer	Average Balance	Purchase Date	Par Value	Market Value	Book Value	Stated Rate	S&P	YTM 365	Days to Maturity
<b>Average Balance</b>			<b>0.00</b>	Accrued Interest at Purchase		21,703.03	21,703.03				<b>0</b>
				Subtotal		21,703.03	21,703.03				
<b>Total Cash and Investments</b>			<b>55,978,043.94</b>		<b>55,232,384.75</b>	<b>57,634,695.36</b>	<b>54,959,690.12</b>			<b>1.358</b>	<b>910</b>

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

Issuer	CUSIP	Investment #	Security Type	Par Value	Current Rate	Interest				
						Date Due	Date Received	Amount Due	Amount Received	Variance
AMERICAN EXPRESS CENTURIAN	02587DWK0	3184	NC2	247,000.00	2.200	11/28/2015	12/01/2015	2,739.33	2,739.33	-
								<b>Subtotal</b>	<b>2,739.33</b>	<b>2,739.33</b>
BARCLAYS BANK DE	06740KEX1	3146	BCD	247,000.00	1.900	12/07/2015	12/08/2015	2,352.93	2,340.07	-12.86
								<b>Subtotal</b>	<b>2,352.93</b>	<b>2,340.07</b>
BANK OF HEMET	SYS3174	3174	BCD	494,000.00	0.500	12/06/2015	12/08/2015	203.01	203.01	-
								<b>Subtotal</b>	<b>203.01</b>	<b>203.01</b>
BANK OF THE WEST	SYS3144	3144	BCD	249,000.00	1.750	12/12/2015	12/16/2015	358.15	358.15	-
								<b>Subtotal</b>	<b>358.15</b>	<b>358.15</b>
CAPITAL ONE	140420SQ4	3185	NC2	247,000.00	2.200	12/24/2015	12/29/2015	2,724.44	2,724.44	-
								<b>Subtotal</b>	<b>2,724.44</b>	<b>2,724.44</b>
CATERPILLAR	14912L6B2	5020	MTN	1,000,000.00	2.100	12/09/2015	12/10/2015	10,500.00	10,500.00	-
								<b>Subtotal</b>	<b>10,500.00</b>	<b>10,500.00</b>
CITADEL FEDERAL CREDIT UNION	SYS2231	3190	BCD	249,000.00	2.000	12/20/2015	12/08/2015	409.32	409.32	-
								<b>Subtotal</b>	<b>409.32</b>	<b>409.32</b>
COMENITY CAPITAL BANK	20033AAG13	3168	NC2	249,000.00	1.050	12/25/2015	12/29/2015	217.88	214.89	-2.99
								<b>Subtotal</b>	<b>217.88</b>	<b>214.89</b>
CONNECTONE BANK N.J.	20786AAL9	3177	NC2	247,000.00	1.850	12/13/2015	12/16/2015	375.58	375.58	-
								<b>Subtotal</b>	<b>375.58</b>	<b>375.58</b>
FEDERAL HOME LOAN BANK	313383GY1	2261	FAC	500,000.00	1.170	12/13/2015	12/16/2015	2,925.00	2,925.00	-
								<b>Subtotal</b>	<b>2,925.00</b>	<b>2,925.00</b>
FEDERAL HOME LOAN MTG ASSOC.	3134G7SY8	2283	FAC	0.00	2.050	12/14/2015	12/16/2015	5,125.00	5,125.00	-
								<b>Subtotal</b>	<b>5,125.00</b>	<b>5,125.00</b>

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

Issuer	CUSIP	Investment #	Security Type	Par Value	Current Rate	Date Due	Date Received	Interest		Variance
								Amount Due	Amount Received	
FEDERAL NTL MORTGAGE ASSOC.	3136G04U2	2253	FAC	500,000.00	1.000	11/29/2015	12/01/2015	2,500.00	2,500.00	-
							<b>Subtotal</b>	<b>2,500.00</b>	<b>2,500.00</b>	
GEORGIA BANK AND TRUST	373128DS3	3167	NC2	249,000.00	1.000	12/17/2015	12/21/2015	207.50	204.66	-2.84
							<b>Subtotal</b>	<b>207.50</b>	<b>204.66</b>	
HSBC BANK USA NA	40434AZA0	3189	NC2	248,000.00	2.500	11/30/2015	12/17/2015	0.00	16.99	16.99
	40434AZA0	3189	NC2	248,000.00	2.500	12/25/2015	12/29/2015	509.59	560.55	50.96
							<b>Subtotal</b>	<b>509.59</b>	<b>577.54</b>	
NBT BANK	628779FJ4	3178	NC2	247,000.00	1.800	12/06/2015	12/08/2015	2,229.09	2,229.09	-
							<b>Subtotal</b>	<b>2,229.09</b>	<b>2,229.09</b>	
PARK NATIONAL BANK	700654AV8	3182	NC2	249,000.00	2.100	12/26/2015	12/29/2015	429.78	429.78	-
							<b>Subtotal</b>	<b>429.78</b>	<b>429.78</b>	
RIO RANCHO	767169DY8	5028	NCB	498,583.80	3.200	12/01/2015	12/02/2015	7,977.34	7,920.00	-57.34
							<b>Subtotal</b>	<b>7,977.34</b>	<b>7,920.00</b>	
SACRAMENTO CO. SANITATION DIST	786134VB9	5029	NCB	1,000,000.00	2.810	12/01/2015	12/02/2015	14,050.00	14,050.00	-
							<b>Subtotal</b>	<b>14,050.00</b>	<b>14,050.00</b>	
UNITED BANKERS' BANK	909557CL2	3170	NC2	249,000.00	1.100	11/28/2015	12/01/2015	235.86	232.63	-3.23
	909557CL2	3170	NC2	249,000.00	1.100	12/28/2015	12/30/2015	228.25	225.12	-3.13
							<b>Subtotal</b>	<b>464.11</b>	<b>457.75</b>	
WELLS FARGO	94986TMF1	3172	NC2	248,000.00	1.000	12/28/2015	12/29/2015	618.30	618.30	-
							<b>Subtotal</b>	<b>618.30</b>	<b>618.30</b>	
<b>Total</b>								<b>56,916.35</b>	<b>56,901.91</b>	
<b>Total Cash Overpayment</b>								<b>67.95</b>		
<b>Total Cash Shortfall</b>								<b>-82.39</b>		

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

Issuer	CUSIP	Investment #	Security Type	Par Value	Current Rate	Date Received	Interest
							Amount Received
<b>Cash Accounts</b>							
BANK OF NEW YORK	SYS5009	5009	PA1	-1,692.32		12/02/2015	14.87
						<b>Subtotal</b>	<b>14.87</b>
Citibank	SYS5001	5001	PA1	45,574.41	0.150	12/31/2015	35.08
						<b>Subtotal</b>	<b>35.08</b>
CITIBANK3	SYS5004	5004	PA1	1,439,024.87	0.450	12/31/2015	287.26
						<b>Subtotal</b>	<b>287.26</b>
						<b>Total</b>	<b>337.21</b>

**LIBRARY**  
**Portfolio Management**  
**Portfolio Summary**  
**December 31, 2015**

<b>Investments</b>	<b>Par Value</b>	<b>Market Value</b>	<b>Book Value</b>	<b>% of Portfolio</b>	<b>Term</b>	<b>Days to Maturity</b>	<b>YTM 360 Equiv.</b>	<b>YTM 365 Equiv.</b>
Federal Agency Coupon Securities	1,000,000.00	997,415.00	1,000,000.00	100.00	1,826	789	1.060	1.075
<b>Investments</b>	<b>1,000,000.00</b>	<b>997,415.00</b>	<b>1,000,000.00</b>	<b>100.00%</b>	<b>1,826</b>	<b>789</b>	<b>1.060</b>	<b>1.075</b>

<b>Total Earnings</b>	<b>December 31 Month Ending</b>	<b>Fiscal Year To Date</b>
Current Year	895.84	5,375.00
<b>Average Daily Balance</b>	<b>1,000,000.00</b>	
<b>Effective Rate of Return</b>	<b>1.05%</b>	

JUDITH L. OLTMAN, TREASURER

**LIBRARY**  
**Received Interest**  
**Sorted by Issuer**  
**Received December 1, 2015 - December 31, 2015**

Issuer	CUSIP	Investment #	Security Type	Par Value	Current Rate	Interest					
						Date Due	Date Received	Amount Due	Amount Received	Variance	
FEDERAL HOME LOAN BANK	313383AW1	3304	FAC	500,000.00	1.150	12/13/2015	12/14/2015	2,875.00	2,875.00	-	
							<b>Subtotal</b>		<b>2,875.00</b>	<b>2,875.00</b>	
							<b>Total</b>		<b>2,875.00</b>	<b>2,875.00</b>	
							<b>Total Cash Overpayment</b>		<b>0.00</b>		
							<b>Total Cash Shortfall</b>		<b>0.00</b>		

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

[www.treasurer.ca.gov/pmia-laif/laif.asp](http://www.treasurer.ca.gov/pmia-laif/laif.asp)  
January 05, 2016

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

December 2015 Statement

Account Summary

Total Deposit:	0.00	Beginning Balance:	20,298,871.65
Total Withdrawal:	0.00	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
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
	<b>BALANCE</b>	0.00	776,803.08	302,771.66	(0.00)	0.00	0.00	274,141.25
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
	<b>BALANCE</b>	0.00	776,803.08	302,771.66	(0.00)	0.00	0.00	274,141.25
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
	<b>BALANCE</b>	0.00	233,431.83	302,771.66	(0.00)	0.00	0.00	274,141.25
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
	<b>BALANCE</b>	0.00	233,431.83	302,771.66	(0.00)	0.00	0.00	274,141.25
11/30/2015	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
	<b>BALANCE</b>	0.00	233,431.83	302,771.66	(0.00)	0.00	0.00	274,141.25
12/31/2015	Interest							0.00
	Transfer funds							0.00
	City of Hemet	0.57	0.74				0.67	1.98
	Debt Service							0.00
	Khov prepay (31 lots)							0.00
	Trust fees							0.00
	<b>BALANCE</b>	0.00	233,432.40	302,772.40	(0.00)	0.00	0.00	274,141.92
	First American Treasury Oblig		810,346.72					
	US Treasury Notes, various							not carried on COH books
	Misc Assets		1.00					
			810,347.72					
	Cash held by FA, net of Escrow acct		810,346.72					
			0.00					

HEMET SUCCESSOR AGENCY to  
Former Hemet Redevelopment Project Area  
Cash W/Fiscal Agent: MUFJ 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							
		6712115701	6712115702	6712115703	6712115704	6712115705	6712115800	6712115801	6712115802	6712115803	6712115804	6712115805	6712115806	
Date	Activity	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	TOTAL All Accounts
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	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				(580,000.00)				6.73	(6.73)				0.00
	Debt Service from SA Hemet Redev								(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
11/30/2015	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
12/31/2015	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

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

Date	Activity	Riverside County Public Financing - Fiscal Agent					City of Hemet as SA to former Hemet RDA						TOTAL All Accounts	
		6712115701	6712115702	6712115703	6712115704	6712115705	496-8005-4100	496-8005-4200	496-1508	496-1508	496-1508	496-1510		
		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	
	Morgan Stanley Prime Instl			10,529,999.00										
	Municipal Bond Insurance - BAM			1.00		not carried on City books								
	Held by Fiscal Agent			<u>10,530,000.00</u>										
				0.00										



## Staff Report

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TO: Honorable Mayor and Members of the City Council

FROM: Jessica A. Hurst, DCM/Administrative Services  
Alexander P. Meyerhoff, City Manager *A*

DATE: January 26, 2016

RE: Warrant Register

The City of Hemet's warrant registers dated December 10, 2015 in the amount of \$1,023,611.82 and December 23, 2015 in the amount of \$1,662,288.19 are currently posted on the City's website in the Finance Department section, under *Financial Information*. Payroll for the period of December 7, 2015 to December 20, 2015 was \$607,124.17, December 21 to December 29, 2015 \$4,902.40 and December 21, 2015 to January 3, 2016 was \$708,405.51.

### 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 Hemet City Council

FROM: Scott Brown, Fire Chief  
Alex Meyerhoff, City Manager *A*

DATE: January 26, 2016

RE: Approve NASPO Contract #06913 for Purchase of Interoperable Handheld Radios

### **RECOMMENDED ACTION:**

1. Approve the purchase of twenty five (25) Motorola Hand Held Portable radios, in the amount of \$213,855.66.
2. Authorize the City Manager to approve the purchase requisition in the amount of \$213,855.66.

### **BACKGROUND:**

Currently the City of Hemet Fire/EMS Services Department is an All Risk Fire Services Department. In November 2014, the City of Hemet enhanced those services to include the delivery of Paramedic Services to the residents of Hemet. Further direction was given to conduct a study to identify areas to improve fire services, with a long range goal of fiscal and operational sustainability. Emergency Communications is considered the single most important component in dealing with and mitigating emergency incidents; the ability of first responders to communicate with Incident Commanders, other units as well as individuals on a fire scene is critical towards firefighter safety. Lack of communication as a result of inadequate system(s) is one of the leading causes of firefighter fatalities. HFD has conducted a needs assessment of its current radio inventory and determined the following; current radio inventory is a mixture of radio type(s), current radio inventory in some cases does not have interoperability or other key functions to ensure compatibility with other systems. Crews currently utilize hand held portables that are designed primarily for wildland fires, standard practice is to utilize the radio for day to day use, requiring the manual downloading of frequencies specific to Hemet Fire Department. Enhancement of fire communications will improve service delivery, safety and response to the Citizens of Hemet.

### **PROJECT DESCRIPTION:**

This purchase will allow HFD to purchase twenty-five (25) handheld portable radios for use by Firefighters assigned to field operations. A key outcome for emergency service agencies over the past several years has been radio interoperability. The ability to communicate effectively is paramount to the Fire Service and the community it serves. With calls for service continuing to increase, HFD needs to ensure that our Firefighters can communicate effectively and safely.

### **DISCUSSION/ANALYSIS:**

The fire department proposes to participate in the NASPO Value Point Cooperative Purchasing Program, per Hemet Municipal Code Section 2-329. NASPO is a cooperative group-contracting

consortium for state governments, serving their departments, institutions, agencies and their political subdivisions (e.g., school districts, counties and cities). These contract programs reduce costs, encourage competition and product availability through standard specifications. 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."

Motorola is an authorized supplier of Motorola portable radios under the NASPO contract #06913.

**COORDINATION AND REVIEW:**

Coordination will be needed with the IT Department for programming of the radios as well as training for personnel.

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

Enhancement of fire communications will improve service delivery, safety and response to the Citizens of Hemet. The design and technical specifications meet or exceed future communication needs both locally and across the region.

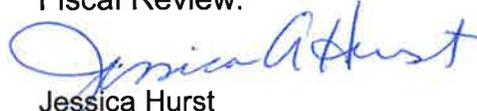
**FISCAL IMPACT:**

Primary funding of (\$180,000) has been approved as part of the CIP budget appropriation in account 370-3200-5400, for Fiscal Year 2016; additional internal fund balance has been identified in account 370-3200-2700, for the additional \$33,885.66 needed to purchase the radios.

Respectfully submitted,

  
Scott Brown  
Fire Chief

Fiscal Review:

  
Jessica Hurst  
Deputy City Manager/  
Administrative Services

# AGENDA # 9



## *Staff Report*

TO: Honorable Mayor and Members of the Hemet City Council

FROM: Alexander P. Meyerhoff, City Manager  
Kristen Jensen, Public Works Director *APM*

DATE: January 26, 2015

RE: Award of Bid to L. O. Lynch Quality Wells & Pump for the Rehabilitation of Well # 10 located at 777 Augusta Lane, Hemet, CA - City Project No. 5594

### **RECOMMENDED ACTION:**

It is respectfully recommended that the City Council:

- Authorize award of bid to L.O. Lynch Quality Wells & Pump of San Jacinto, in the amount of \$62,202 to perform planned rehabilitation maintenance work at Well #10; and
- Authorize the City Manager to enter into a Public Works Maintenance Contract (Exhibit "A") with L.O. Lynch of San Jacinto, and execute purchase orders necessary to support the contract.

### **BACKGROUND:**

Well #10 is one of five potable wells currently in operation to supply water to City residents. As part of regular preventative maintenance, and to ensure efficient operation, wells are normally scheduled for planned rehabilitation every five to seven years. Well #10 was installed in 1943, was last rehabilitated in 2006, and is now in need of scheduled maintenance. Well rehabilitations are performed during the winter months when demand for water production is at its lowest, and the remaining wells can meet customer demand.

### **PROJECT DESCRIPTION:**

Well #10 Rehabilitation Project work will primarily consist of the following:

- Cleaning, brushing, sonar jetting, and videoing the well casing;
- Inspecting, servicing, and repairing column pipe, pump, and well head seal;
- Furnishing and installing new motor, airline and sounding tubing, transducer cable conduit; and disinfecting the well.

Furnishing and installing new column pipe, pump, or bowls may be needed based on well inspection results. Also, software programming to the existing SCADA system will need to be performed. The project is expected to be completed within 60 days of contract execution.

In anticipation of the potential costs above, and to cover internal general fund supported staff time dedicated to the overall project, staff established a total budget of \$73,000 by transferring from existing Water Maintenance budgets to the Well 10 Rehab Project No. 553-5594. This amount includes:

- \$62,202 for the initial contract
- \$ 6,220 as 10% contingency of the total contract amount
- \$ 4,578 for in-house Engineering costs related to project tasks.

Establishing project budgets in an amount to fully cover potential project costs will allow staff to be effective in completing project tasks in a timely manner and reduce the amount of time the well is out of service. Funding for this project in the amount of \$125,000 was previously approved through FY15/16 Water Department operating budgets.

**ANALYSIS**

On December 22, 2015, Purchasing received six (6), responsive, sealed bids. A Bid Summary sheet is attached as Exhibit "B" and the three lowest bidders are shown below:

L O Lynch Quality Wells & Pump or San Jacinto, CA	\$ 62,202.00
Hidden Valley Pump of Valley Center, CA	\$ 67,888.00
Lanyne Christiansen of Redlands, CA	\$ 73,760.00

L.O. Lynch Quality Wells & Pump of San Jacinto, California, has been identified as the lowest cost, responsive, responsible bidder. Staff recommendation is to approve award of bid for Well #10 Rehabilitation Project No. 5594 to L.O. Lynch Quality Wells & Pump in the amount of \$ 62,202.00.

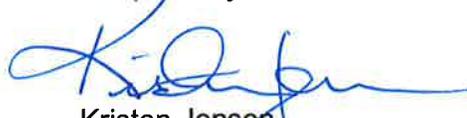
**COORDINATION & REVIEW:**

The project was circulated for Public Bidding purposes by publishing an advertisement in the Press Enterprise and the following contractor plan rooms: McGraw Hill, Reed Construction Data, iSqFt Planroom, Association of General Contractors and Bid America. A C-57 Well Driller's State Contractor License and Department of Industrial Relations (DIR) registration is required for this project.

**FISCAL IMPACT:**

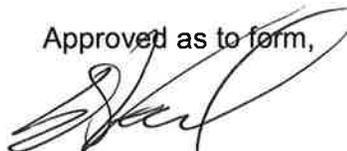
No General Fund Impact. Funding for this project was previously approved through FY15/16 Operating Budgets in Water Fund No. 571-9000-2450 in an amount of \$125,000. Project costs are estimated at a total of \$73,000, a savings of \$52,000 over original budgets.

Respectfully submitted,



Kristen Jensen  
Public Works Director

Approved as to form,



Eric S. Vail  
City Attorney

Fiscal Review,



Jessica A. Hurst  
Deputy City Manager

Attachments: Exhibit "A" - Public Works Contract for Well No. 10 Rehabilitation – City Project No. 5594  
Exhibit "B" – Bid Summary

**PUBLIC WORKS CONTRACT**

**Well No. 10 Rehabilitation City Project No. 5594**

This contract ("Contract") is effective as of January 26, 2016, and is made between the CITY OF HEMET, a California general law city and municipal corporation ("City") and L.O. Lynch Quality Pumps & Well, Inc., a California Corporation ("Contractor"), collectively referred to as the "Parties."

**Section 1. Recitals.** This Contract is entered into with respect to the following facts:

- 1.1 City noticed and received sealed bids for the work involved in Project No. 5594 ("Project"), which is more fully described in the Contract Documents.
- 1.2 The City Council of City determined that Contractor was the lowest responsive bidder and awarded to Contractor the bid.
- 1.3 Contractor has represented it is qualified to perform all of the work required to complete the Project.
- 1.4 Contractor has agreed to perform all such work in the time and manner set forth in the Contract Documents.
- 1.5 The City Council of City has determined that the public interest, convenience and necessity require the execution of this Contract and its implementation.

**Section 2. Contract Documents.** This Contract consists of the following documents ("Contract Documents"), all of which are made a part of this Contract:

- 2.1 Notice Inviting Bids
- 2.2 Instructions to Bidders
- 2.3 Bid Form
- 2.4 Bid Proposal and/or Contract Proposal, as accepted, including the Certificate of Bidders' Experience and Qualifications and the List of Subcontractors
- 2.5 Information Required by Bidder
- 2.6 Notice of Award
- 2.7 Notice to Proceed

- 2.8 This Contract
- 2.9 Verification of California Contractor's License
- 2.10 Contractor's Certificate Regarding Workers' Compensation
- 2.11 Security for payment (labor and materials)
- 2.12 Security for performance
- 2.13 Certificate(s) of Insurance
- 2.14 General Conditions/Specifications
- 2.15 Special Provisions
- 2.16 Plans and Standard Drawings
- 2.17 Prevailing Wage Scales
- 2.18 Standard Specifications for Public Works Construction, including subsequent addenda and supplements
- 2.19 Change orders issued by the City and signed by the Contractor pertaining to the Contract after the Contract is awarded to Contractor
- 2.20 Other documents (list here)

Contractor & Sub-Contractor must obtain a City Business License  
before starting work.

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**Section 3. The Work.**

- 3.1 The work ("Work") to be performed by Contractor is described in the Contract Documents.
- 3.2 In completing the Work, Contractor must employ, at a minimum, the applicable generally accepted professional standards of its industry in existence at the time of performance as utilized by persons engaging in similar work.
- 3.3 Except as specifically provided in the Contract Documents, Contractor must furnish, at its sole expense, all of the labor, materials, tools, equipment, services and transportation necessary to perform all of the Work.

- 3.4 Contractor must perform all of the Work in strict accordance with the Contract Documents.

**Section 4. Time to Perform the Work.**

- 4.1 Time is of the essence with respect to Contractor's Work. Contractor agrees to diligently pursue performance of the Work within the time specified by the Contract Documents.
- 4.2 Contractor will be excused from any delay in performance or failure to perform due to causes beyond the control of Contractor. Such causes include, but are not limited to, acts of God, acts of terrorism, acts of federal, state or local governments, acts of City, court orders, fires, floods, epidemics, strikes, embargoes, and unusually severe weather.
- 4.3 If Contractor is delayed by any cause beyond Contractor's control, City may, but is not required to, grant a time extension for the completion of the Work. If delay occurs, Contractor must notify City in writing within 48 hours of the cause and the extent of the delay and how such delay interferes with Contractor's performance of the Work.

**Section 5. Compensation and Payment.**

- 5.1 Subject to any limitations provided in the Contract Documents, City agrees to pay Contractor as full consideration for the faithful performance of all of the Work the compensation set forth in Exhibit A ("Compensation"), which is made a part of this Contract.
- 5.2 Contractor must furnish City with an itemized invoice for the Work performed in accordance with the Contract Documents. Contractor may not submit invoices more often than once every 30 days. These invoices shall be supported by evidence which is required by this Contract and such other documentation as the City may require.
- 5.3 City will review each invoice and determine whether the Work performed is accordance with the Contract Documents. The Director may require Contractor to provide a release of all undisputed Contract amounts contained in the invoice.
- 5.4 If City disputes any item on an invoice, City will give Contractor notice stating the reasons for the dispute. The Parties will meet and confer in good faith to attempt to resolve the dispute.
- 5.5 Except as to any charges for the Work performed that the City disputes, City will cause Contractor to be paid within 30 days of the date of the invoice or the date that Contractor furnishes City with a release of all undisputed Contract amounts, whichever occurs later.

- 5.6 In the event there is any claim specifically excluded by Contractor from the operation of any release, City may retain an amount not to exceed the amount of the excluded claim.

**Section 6. Labor Code Requirements.**

- 6.1 Contractor acknowledges that under California Labor Code sections 1810 and following, eight hours of labor constitutes a legal day's work. Contractor will forfeit as a penalty to City the sum of \$25.00 for each worker employed in the execution of this Contract by Contractor or any subcontractor for each calendar day during which such worker is required or permitted to work more than 8 hours in any one calendar day and 40 hours in any one calendar week in violation of the provisions of Labor Code section 1810. (Labor Code § 1813.)
- 6.2 Contractor is aware of and agrees to abide by the provisions of California Labor Code Sections 1720, et seq., as well as 1771, 1773, 1773.1, 1773.6, 1773.7, 1775 and 1776, pertaining to the obligation to pay prevailing wages with respect to the performance of work. Contractor shall defend, indemnify, and hold the City, its elected officials, officers, employees, and agents free and harmless from any claim or liability arising out of any failure or alleged failure to comply with the prevailing wage laws.
- 6.3 Copies of the determination of the Director of the Department of Industrial Relations of the prevailing rate of per diem wages for each craft, classification or type of worker needed to execute this Contract will be on file in, and available at, the Purchasing Office and will be made available upon request.
- 6.4 Contractor must post at the work site, or if there is no regular work site then at its principal office, for the duration of the Contract, a copy of the determination by the Director of the Department of Industrial Relations of the specified prevailing rate of per diem wages. (Labor Code § 1773.2.)
- 6.5 Contractor, and any subcontractor engaged by Contractor, must pay not less than the specified prevailing rate of per diem wages to all workers employed in the execution of the contract. (Labor Code § 1774.) Contractor is responsible for compliance with Labor Code section 1776 relative to the retention and inspection of payroll records.
- 6.6 Contractor must comply with all provisions of Labor Code section 1775. Under Section 1775, Contractor may forfeit as a penalty to City up to \$50.00 for each worker employed in the execution of the Contract by Contractor or any subcontractor for each calendar day, or portion thereof, in which the worker is paid less than the prevailing rates. Contractor may also be liable to pay the difference between the prevailing wage rates and

the amount paid to each worker for each calendar day, or portion thereof, for which each worker was paid less than the prevailing wage rate.

- 6.7 Nothing in this Contract prevents Contractor or any subcontractor from employing properly registered apprentices in the execution of the Contract. Contractor is responsible for compliance with Labor Code section 1777.5 for all apprenticeable occupations. This statute requires that contractors and subcontractors must submit contract award information to the applicable joint apprenticeship committee, must employ apprentices in apprenticeable occupations in a ratio of not less than one hour of apprentice's work for every five hours of labor performed by a journeyman (unless an exception is granted under §1777.5), must contribute to the fund or funds in each craft or trade or a like amount to the California Apprenticeship Council, and that contractors and subcontractors must not discriminate among otherwise qualified employees as apprentices solely on the ground of sex, race, religion, creed, national origin, ancestry or color. Only apprentices defined in Labor Code section 3077, who are in training under apprenticeship standards and who have written apprentice contracts, may be employed on public works in apprenticeable occupations.
- 6.8 Contractor shall defend, indemnify and hold the City, its elected officials, officers, employees and agents free and harmless from any claim or liability arising out of any failure or alleged failure to comply with the Prevailing Wage Laws

**Section 7. Non-Discrimination.** Contractor, its officers, agents, employees, and subcontractors may not discriminate in the employment of persons to perform the Work because of the race, religion, creed, color, national origin, ancestry, physical handicap, medical condition, martial status, sex or age of such person, except as may be permitted by California Government Code section 12940. Contractor is responsible for compliance with this section.

**Section 8. General Legal Compliance.**

- 8.1 In performing the Work, Contractor must comply with all applicable statutes, laws and regulations, including, but not limited to, OSHA requirements and the Hemet Municipal Code.
- 8.2 Contractor must, at Contractor's sole expense, obtain all necessary permits and licenses required for the Work, and give all necessary notices and pay all fees and taxes required by law, including, without limitation, any business license tax imposed by City.
- 8.3 Contractor must maintain a valid California Contractor's License throughout the term of this Contract.

**Section 9. Clayton and Cartwright Act Assignments.** In entering into this Contract or a contract with a subcontractor to supply goods, services, or materials pursuant to this Contract for the Project, Contractor and any or subcontractor is deemed to have offered and agreed to assign to City all rights, title, and interest in and to all causes of action it may have under Section 4 of the Clayton Act (15 U.S.C. Sec. 15) or under the Cartwright Act (Chapter 2, commencing with Section 16700 of Part 2 of Division 7 of the California Business and Professions Code), arising from purchases of goods, services, or materials for the Project. This assignment will be deemed made and will become effective at the time City tenders final payment to Contractor, without further acknowledgement by the Parties.

**Section 10. Independent Contractor.** Contractor is and will at all times remain as to City a wholly independent contractor. Neither the City nor any of its officers, employees, or agents will have control over the conduct of Contractor or any of Contractor's officers, employees, agents or subcontractors, except as expressly set forth in the Contract Documents. Contractor may not at any time or in any manner represent that it or any of its officers, employees, agents, or subcontractors are in any manner officers, employees, agents or subcontractors of City.

**Section 11. Indemnification.**

- 11.1 Contractor agrees to indemnify, defend and hold harmless City from and against, any and all liabilities, claims, actions, causes of action, proceedings, suits, damages, judgments, liens, levies, costs and expenses of whatever nature, including reasonable attorneys' fees and disbursements (collectively, "Claims"), which City may suffer or incur or to which City may become subject by reason of or arising out of any injury to or death of any person(s), damage to property, loss of use of property, economic loss or otherwise occurring as a result of any negligent or willfully wrongful acts or omissions of Contractor, its officers, employees, agents, or subcontractors committed in performing any Work under this Contract.
- 11.2 If any action or proceeding is brought against City by reason of any of the matters against which Contractor has agreed to indemnify City as provided above, City need not have first paid for any of the matters to which City is entitled to indemnification in order to be so indemnified.
- 11.3 For the purposes of this section, "City" includes City's officers, officials, employees and agents.
- 11.4 The provisions of this section do not apply to Claims occurring as a result of the City's sole negligence or willful acts or omissions.

- 11.5 In the event of any Claim made against City, City may, in its sole discretion, reserve, retain or apply any funds due to Contractor under this Contract for the purpose of resolving such Claim.
- 11.6 The provisions of this section will survive the expiration or earlier termination of this Agreement.

**Section 12. Insurance.** Contractor agrees to have and maintain in full force and effect during the term of this Contract the insurance coverages listed in Exhibit B ("Insurance"), which is made a part of this Contract.

**Section 13. Notice.**

- 13.1 All written notices required or permitted to be given under this Contract will be deemed made when received by the other Party at its respective address as follows:

To CITY:                      City of Hemet  
445 East Florida Avenue  
Hemet, California 92543  
Attention: Kris Jensen, Public Works Director  
(Tel.) 951 765 3712  
(Fax) 951 765 2493

To Contractor:              L.O. Lynch Quality Wells & Pump, Inc.  
856 West Seventh Street  
San Jacinto, CA 92582  
Attention: Emil Worm  
(Tel.) 951 654 7724  
(Fax) 951 654 2060

- 13.2 Notice will be deemed effective on the date personally delivered or transmitted by facsimile. If the notice is mailed, notice will be deemed given three days after deposit of the same in the custody of the United States Postal Service, postage prepaid, for first class delivery, or upon delivery if using a major courier service with tracking capabilities.

- 13.3 Any Party may change its notice information by giving notice to the other Party in compliance with this section.

**Section 14. City Rights of Termination and/or Cancellation and to Complete the Work.** The City and Contractor may terminate and/or cancel this Contract in accordance with the provisions set forth in the General Conditions/Specifications, which are incorporated in and made a part of this Contract.

**Section 15. Project Documents.** All data, drawings, maps, models, notes, photographs, reports, studies and other documents (collectively, "Project Documents") prepared, developed or discovered by Contractor in the course of performing any of the Work under this Contract will become the sole property of City. Upon the expiration or termination of this Contract, Contractor must turn over all original Project Documents to City in its possession, but may retain copies of any of the Project Documents it may desire.

**Section 16. General Provisions.**

- 16.1 Authority to Execute. Each Party represents and warrants that all necessary action has been taken by such Party to authorize the undersigned to execute this Contract and to bind it to the performance of its obligations.
- 16.2 Assignment. Contractor may not assign this Contract without the prior written consent of City, which consent may be withheld in the City's sole discretion since the experience and qualifications of Contractor were material considerations for this Contract.
- 16.3 Binding Effect. This Agreement is binding upon the heirs, executors, administrators, successors and permitted assigns of the Parties.
- 16.4 Integrated Contract. This Contract, including the Contract Documents, is the entire, complete, final and exclusive expression of the Parties with respect to the Work to be performed under this Contract and supersedes all other agreements or understandings, whether oral or written, between Contractor and City prior to the execution of this Contract.
- 16.5 Modification of Contract. No amendment to or modification of this Contract will be valid unless made in writing and approved by Contractor and by the City Council or City Manager, as applicable. The Parties agree that this requirement for written modifications cannot be waived and that any attempted waiver will be void.
- 16.6 Counterparts and Facsimile Signatures. This Contract may be executed in several counterparts, each of which will be deemed an original, and all of which, when taken together, constitute one and the same instrument. Amendments to this Contract will be considered executed when the signature of a party is delivered by facsimile transmission. Such facsimile signature will have the same effect as an original signature.
- 16.7 Waiver. Waiver by any Party of any term, condition, or covenant of this

Contract will not constitute a waiver of any other term, condition, or covenant. Waiver by any Party of any breach of the provisions of this Contract will not constitute a waiver of any other provision, or a waiver of any subsequent breach or violation of any provision of this Contract. Acceptance by City of any Work performed by Contractor will not constitute a waiver of any of the provisions of this Contract.

- 16.8 Interpretation. This Contract will be interpreted, construed and governed according to the laws of the State of California. Each party has had the opportunity to review this Contract with legal counsel. The Contract will be construed simply, as a whole, and in accordance with its fair meaning. It will not be interpreted strictly for or against either party.
- 16.9 Severability. If any term, condition or covenant of this Contract is declared or determined by any court of competent jurisdiction to be invalid, void or unenforceable, the remaining provisions of this Contract will not be affected and the Contract will be read and construed without the invalid, void or unenforceable provision.
- 16.10 Attorneys' Fees. The prevailing party in any action to resolve a dispute concerning this Contract shall be entitled to have and recover from the losing party the reasonable attorneys' fees and costs of such action.
- 16.11 Venue. In the event of litigation between the parties, venue in state trial courts will be in the County of Riverside. In the event of litigation in a U.S. District Court, venue will be in the Central District of California, in Riverside.

[Signatures on the following page]

THE UNDERSIGNED AUTHORIZED REPRESENTATIVES of the Parties have executed this Contract as follows:

**CITY OF HEMET**

By: \_\_\_\_\_  
Alexander Meyerhoff, City Manager

ATTEST:

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

**CONTRACTOR**

L.O. Lynch Quality Wells & Pump, Inc.

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

\_\_\_\_\_  
Title

\_\_\_\_\_

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

\_\_\_\_\_  
Title

**EXHIBIT A**  
**COMPENSATION**

The total compensation under this Contract will not exceed: \$62,202.00

**EXHIBIT B**

**INSURANCE**

1. **General Requirements.** Contractor must procure and maintain in full force and effect during the term of this Contract the following types of insurance with coverage limits complying, at a minimum, with the limits set forth below:

<u>Type of Insurance</u>	<u>Limits (combined single)</u>
Commercial General Liability	\$1,000,000
Business Automobile Liability	\$1,000,000
Workers' Compensation	Statutory Requirements

2. **Commercial General Liability Insurance.** This policy must meet or exceed the requirements of ISO-CGL Form No. CG 00 01 11 85 or 88. The amount of insurance set forth above will be a combined single limit per occurrence for bodily injury, personal injury, and property damage for the policy coverage. Liability policies must be endorsed to name City, its officials, employees and agents as "additional insureds" under the insurance coverage and must state that such insurance will be deemed "primary" such that any other insurance that may be carried by City will be deemed "excess" to that of Contractor. This endorsement must be reflected on ISO Form No. CG 20 10 11 85 or 88, or equivalent form as determined by City. The insurance must be on an "occurrence" not a "claims-made" basis. Defense costs must be paid in addition to limits. There must be no cross-liability exclusion for claims or suits by one insured against another. Limits must not be less than \$1,000,000 per occurrence for all covered losses, and not less than \$2,000,000 general aggregate.

The Commercial General Liability policy must not contain any endorsements limiting coverage beyond the basic policy coverage for any of the following:

1. Explosion, collapse or underground hazard (XCU);
2. Products and completed operation;
3. Pollution liability; or
4. Contractual liability.

Coverage must be applicable to City for injury to employees of Contractor, subcontractors, agents or others performing any part of the Work required under this Contract. Each policy must be endorsed to provide a separate limit applicable to this Project.

3. **Business Auto Coverage.** This policy must be on ISO Business Auto Coverage Form CA 00 01 06 92 including symbol 1 (Any Auto) and Endorsement CA 0025, or equivalent forms approved in writing by City. Limits must not be less than \$1,000,000 per accident, combined single limit, or if Contractor neither leases nor owns vehicles, this requirement may be satisfied by a non-owned auto endorsement to the general liability policy described above. If Contractor or Contractor's employees will use personal autos in any way on this Project, Contractor must provide evidence of personal auto liability coverage for each such person.
4. **Workers Compensation.** Contractor must have a State of California approved policy form providing the statutory benefits required by law with employer's liability limits of no less than \$1,000,000 per accident for all covered losses, or Contractor must provide evidence of an approved self-insurance program.
5. **Other Insurance.** Contractor may be required to obtain such other insurance coverage as may be required by applicable law or by the City.
6. **Excess or Umbrella Liability Insurance (Over Primary).** If an excess or umbrella liability policy is used to meet limit requirements, the insurance must provide coverage at least as broad as specified for the underlying coverages. Any such coverage provided under an excess or umbrella liability policy must include a "drop down provision" providing primary coverage above a maximum \$25,000 self-insured retention for liability not covered by primary but covered by the umbrella. Coverage must be provided on a "pay on behalf" basis, with defense costs payable in addition to policy limits. There must be no cross-liability exclusion precluding coverage for claims or suits by one insured against another. Coverage must be applicable to City for injury to employees of Contractor, its subcontractors or others performing work to satisfy Contractor's obligations under this Contract. The scope of coverage provided is subject to approval of City following receipt of proof of insurance as required herein. Limits are subject to review, but in no event may be less than \$2,000,000 per occurrence and aggregate.
7. **Certificates of Insurance and Endorsements.** Prior to commencing any Work under this Contract, Contractor must file with the Director Certificates of Insurance and Endorsements evidencing the existence of all insurance required by this Contract, along with such other evidence of insurance or copies of policies as may reasonably be required by City. Such Certificates of Insurance and Endorsements must be in a form approved by the City Attorney of City. Contractor must maintain current certificates and endorsements on file with City during the term of this Contract reflecting the existence of all required insurance. Each of the certificates must expressly provide that no material change in the policy, or termination thereof, will be effective except upon 30 days prior written notice to City.

8. **Failure to Maintain Required Insurance.** If Contractor, for any reason, fails to have in place at all times during the term of this Contract all of the required insurance coverage, the Director may obtain such coverage at Contractor's expense and deduct the cost from the sums due Contractor.
  
9. **Effect of Coverage.** The existence of the required insurance coverage under this Contract will not be deemed to satisfy or limit Contractor's indemnity obligations under this Contract. Contractor acknowledges that the insurance coverage and policy limits set forth in this Contract constitute the minimum coverage and policy limits required. Any insurance proceeds available to City in excess of the limits and coverage required by this Contract, and which is applicable to a given loss, must be made available to City to compensate it for such losses.



**CITY OF HEMET**

Purchasing Department

**BID SUMMARY**

Title	Well No. 10 Rehabilitation	Project No	5594
Date	January 4, 2016	Completed By: Vao Helsham	Time 2:00 P.M.

Vendor	City	Grand Total		
1. South West Pump & Drilling	Coachella	60,098.00	Withdrew Bid	
2. L O Lynch	San Jacinto	62,202.00		
3. Hidden Valley Pump	Valley Center	67,888.00		
4. Layne Christensen	Redlands	73,760.68		
5. Fain Drilling	Valley Center	81,255.86		
6. Best Drilling	Colton	83,221.00		

The bid results provided are for recording purposes only. Until award is made, the low bid is subject to verification of information and determination that the low bidder is responsive and responsible.



*Staff Report*

TO: Honorable Mayor and Members of the City Council

FROM: Alexander Meyerhoff, City Manager   
 Steve Latino, Engineering Director/City Engineer

DATE: January 26, 2016

RE: Resolution No. 16-006 Granting An Easement and Right of Way to Southern California Edison for Deteriorated Pole Replacement and Service

**RECOMMENDATION:**

That the City Council adopt Resolution No. 16-006, granting an easement to Southern California Edison to replace and maintain a deteriorated electrical pole on City-owned property.

**BACKGROUND:**

An electrical pole on the City's property at 332 S. Weston Place is deteriorated and requires replacement. To replace the pole, Southern California Edison has requested a 6' x 10' foot easement and right-of-way along the southerly and easterly property line. The requested easement and right-of-way will allow Southern California Edison to construct, use, maintain, operate, alter, add to, repair, replace, reconstruct, inspect, and remove the overhead electrical supply system and communication system. Southern California Edison would also be granted the right of free access to clear and keep clear the 6' x 10' foot real property free from explosives, brush, combustible material and other obstructions, and the right to trim or remove any tree or shrub that may endanger the electrical supply and communication systems and facilities.

**ANALYSIS:**

The Public Works Department has reviewed the size and location of Southern California Edison's easement and right of way request and finds no concerns or conflicts with the proposed easement or right of way.

**FISCAL IMPACT:**

None.



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Steve Latino,  
Engineering Director/City Engineer



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3                   **CITY OF HEMET**  
4                   **Hemet, California**

5                   **RESOLUTION NO. 16-006**

6                   **A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF**  
7                   **HEMET, CALIFORNIA GRANTING AN EASEMENT AND**  
8                   **RIGHT OF WAY TO SOUTHERN CALIFORNIA EDISON**  
9                   **FOR DETERIORATED POLE REPLACEMENT AND**  
10                   **SERVICE**

11                   **WHEREAS**, an electrical pole that is serviced by Southern California Edison and  
12 that is located on the City's property at 332 S. Weston Place is deteriorated and requires  
13 replacement; and,

14                   **WHEREAS**, to replace the pole, Southern California Edison has requested a 6' x  
15 10' foot easement and right-of-way along the southerly and easterly property line of the  
16 City's property at 332 S. Weston Place; and,

17                   **WHEREAS**, the easement and right-of-way requested by Southern California  
18 Edison will, by its terms, allow Southern California Edison to construct, use, maintain,  
19 operate, alter, add to, repair, replace, reconstruct, inspect, and remove the overhead  
20 electrical supply system and communication system in addition to the right of free access  
21 to clear and keep clear the 6' x 10' foot real property free from explosives, brush,  
22 combustible material and other obstructions, and the right to trim or remove any tree or  
23 shrub that may endanger the electrical supply and communication systems and facilities;  
24 and,

25                   **WHEREAS**, the Public Works Department of the City of Hemet has reviewed and  
26 approved both the size and location of the easement and right of way requested by  
27 Southern California Edison; and

28                   **WHEREAS**, the requested easement and right of way will have no fiscal effect on  
the City.

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

1. Findings. The City Council hereby finds that the above-referenced recitals are true and correct and material to this Resolution.
2. Approval of Easement and Right-of-Way as Requested by Southern California Edison. The Council hereby approves Southern California Edison's request for a 6' x 10' foot easement and right of way along the southerly and easterly property line of the City's property at 332 S. Weston Place, as described in Exhibit A.
3. Severability. If any action, subsection, sentence, clause or phrase of this Resolution shall be held invalid or unconstitutional by a court of competent jurisdiction, such invalidity shall not affect the validity of the remaining portions of this Resolution that can be given effect without the invalid provisions.

PASSED, APPROVED, AND ADOPTED this \_\_\_\_ day of \_\_\_\_\_, 2016

\_\_\_\_\_  
Bonnie Wright, 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 foregoing  
5 Resolution is the actual Resolution adopted by the City Council of the City of Hemet and  
6 was passed at a regular meeting of the City Council on the \_\_\_ day of \_\_\_\_\_,  
7 2016 by the following vote:

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

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Sarah McComas, City Clerk

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**EXHIBIT A**

ATTACHED NEXT PAGE

RECORDING REQUESTED BY



SOUTHERN CALIFORNIA  
**EDISON**

An EDISON INTERNATIONAL Company

WHEN RECORDED MAIL TO

**SOUTHERN CALIFORNIA EDISON COMPANY**

Real Properties  
2131 Walnut Grove Avenue, 2<sup>nd</sup> Floor  
Rosemead, CA 91770

Attn: Distribution/TRES

SPACE ABOVE THIS LINE FOR RECORDER'S USE

**GRANT OF  
EASEMENT**

<b>DOCUMENTARY TRANSFER TAX \$ NONE (VALUE AND CONSIDERATION LESS THAN \$100.00)</b>		DISTRICT Wildomar	WORK ORDER TD969769	IDENTITY	MAP SIZE
SCE Company		FIM 574-1782-1	APPROVED: Real Properties	BY SLS/BT	DATE 07/01/2015
SIG. OF DECLARANT OR AGENT DETERMINING TAX	FIRM NAME	APN 447-032-030			

THE CITY OF HEMET, a municipal corporation (hereinafter referred to as "Grantor"), hereby grants to SOUTHERN CALIFORNIA EDISON COMPANY, a corporation, its successors and assigns (hereinafter referred to as "Grantee"), an easement and right of way to construct, use, maintain, operate, alter, add to, repair, replace, reconstruct, inspect and remove at any time and from time to time overhead electrical supply systems and communication systems (hereinafter referred to as "systems"), consisting of poles, guy wires and anchors, crossarms, wires, and other appurtenant fixtures and/or equipment necessary or useful for distributing electrical energy and for transmitting intelligence by electrical means, in, on, over, across and along that certain real property in the County of Riverside, State of California, described as follows:

THE SOUTHERLY 6.00 FEET OF THE EASTERLY 10.00 FEET OF THAT PORTION OF LOT 1 BLOCK 164 OF THE LANDS OF THE HEMET LAND COMPANY, AS PER MAP FILED IN BOOK 1, PAGES 14 AND 15 OF MAPS, SAID PORTION BEING MORE PARTICULARLY DESCRIBED IN THE DEED TO THE GRANTOR HEREIN, RECORDED ON SEPTEMBER 12, 1997 AS DOCUMENT NO. 332624, OF OFFICIAL RECORDS, BOTH IN THE OFFICE OF THE COUNTY RECORDER OF SAID COUNTY.

This legal description was prepared pursuant to Sec. 8730(c) of the Business & Professions Code.

Grantor hereby also grants to Grantee, its successors and assigns, and its and their contractors, agents and employees, the right of free access to said systems and facilities and every part thereof, at all times, for the purpose of exercising the rights herein granted, and the right to clear and to keep clear the above described real property, free from explosives, buildings, equipment, brush, combustible material and any and all other obstructions of any kind, and the right to trim or remove any tree or shrub which, in the opinion of Grantee, may endanger said systems and facilities, or any part thereof, or interfere with the exercise of the rights herein granted.

EXECUTED this \_\_\_\_\_ day of \_\_\_\_\_, 20\_\_.

**GRANTOR**

THE CITY OF HEMET, a municipal corporation

\_\_\_\_\_  
Signature

\_\_\_\_\_  
Print Name

\_\_\_\_\_  
Title

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.

State of California )

County of \_\_\_\_\_ )

On \_\_\_\_\_ before me, \_\_\_\_\_, notary public,  
(here insert name)

personally appeared \_\_\_\_\_  
who proved to me on the basis of satisfactory evidence to be the person(s) whose name(s) is/are subscribed to the within instrument and acknowledged to me that he/she/they executed the same in his/her/their 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 \_\_\_\_\_

(This area for notary stamp)

EXECUTED this \_\_\_\_\_ day of \_\_\_\_\_, 20\_\_.

**GRANTEE**

SOUTHERN CALIFORNIA EDISON  
COMPANY, a corporation

\_\_\_\_\_  
Signature

\_\_\_\_\_  
Print Name

\_\_\_\_\_  
Title

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.

State of California )  
 )  
County of \_\_\_\_\_ )

On \_\_\_\_\_ before me, \_\_\_\_\_, notary public,  
(here insert name)

personally appeared

\_\_\_\_\_ who proved to me on the basis of satisfactory evidence to be the person(s) whose name(s) is/are subscribed to the within instrument and acknowledged to me that he/she/they executed the same in his/her/their 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 \_\_\_\_\_

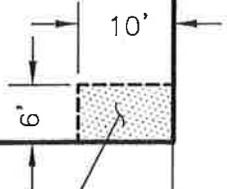
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SCALE: 1"=20'

**POR. LOT 1 BLK 164 OF  
THE LANDS OF THE HEMET LAND COMPANY  
(M.B. 1 / 14-15)  
PER DEED REC. 09/12/1997  
DOC. # 332624, O.R.**

*WESTON PLACE*

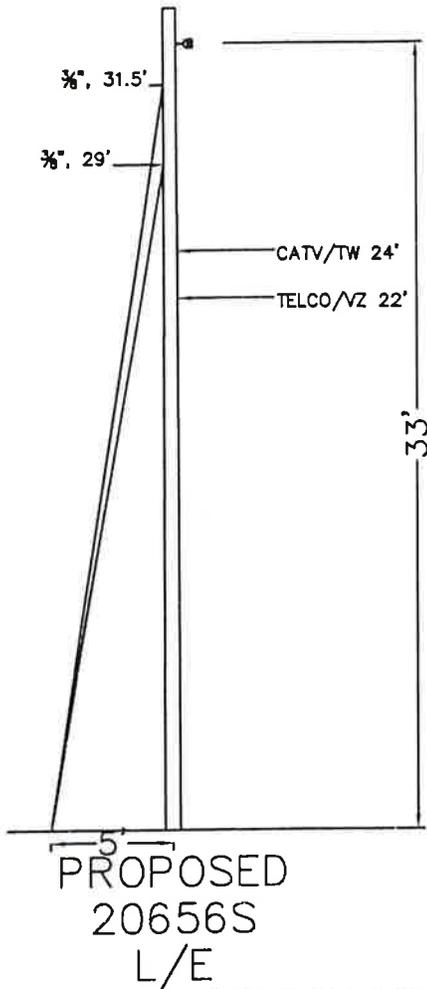


SCE EASEMENT  
6'X10'

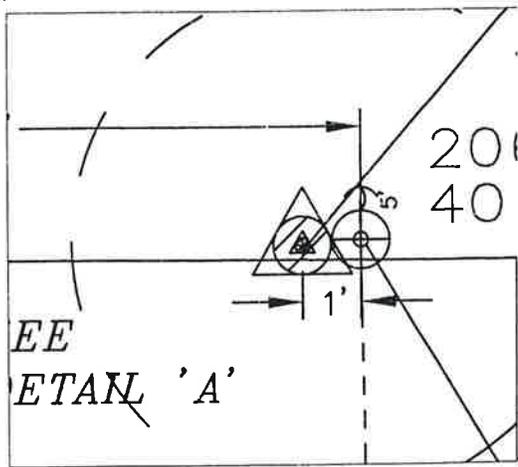
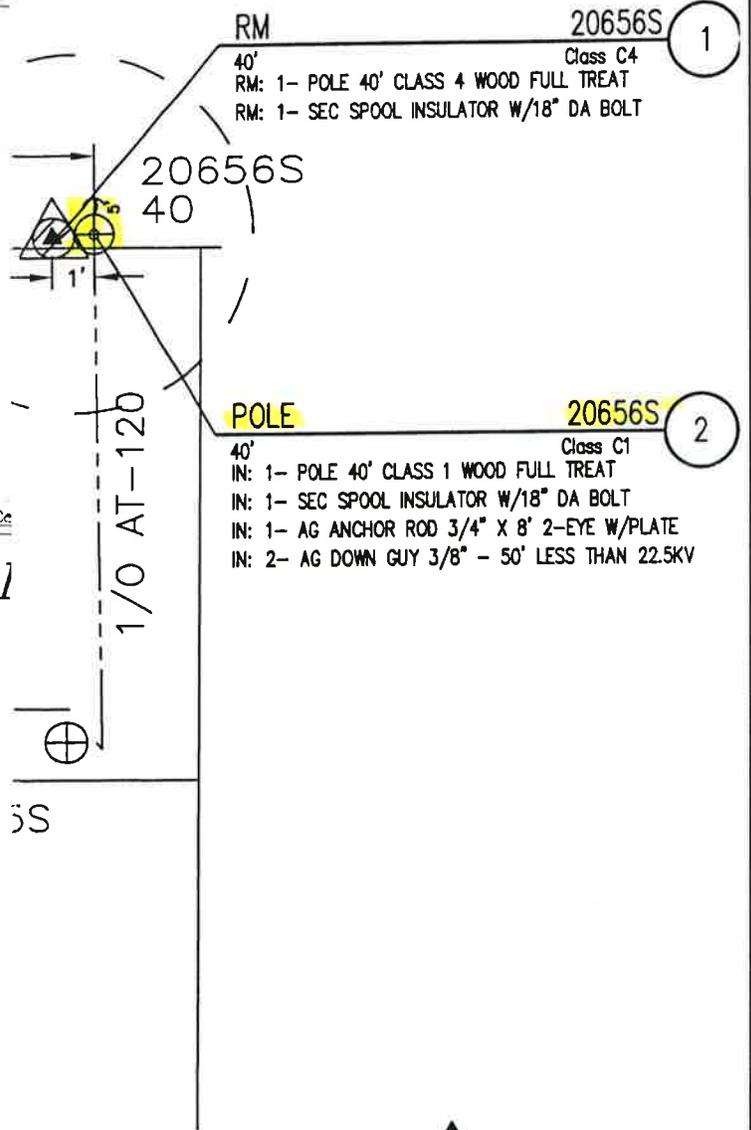
LEGEND	
	DENOTES SCE EASEMENT AREA

SCE EASEMENT	
DDP801354094	TD969769
SLS/BT	04/08/15





VICI  
TG



DETAIL 'A'



SCALE: 1" = 60'



THE DESIGNER PHONE 951-249-8552	DESIGNER THISTLE, BRETT D
UCT-1	ASSOC DESGN
769-INFRA REPLAC - DET POLE REPLACEMENT	
UCT-2	ASSOC DESGN
UCT-3	ASSOC DESGN

**JOB NOTES:**

- NO TRUCK ACCESS. POLE ON VACANT LOT 322 S. WESTON PL.
- SET POLE 1' EAST. ADD NEW ANCHOR AND

PROPOSED CONSTRUCTION (LOCATION) 2015 DET POLE PRG 322 S. WESTON PL HEMET, CA 99999
552
AX # SHEET
1 OF 1
DESIGN\DRWG NO. 672560_0.01



*Staff Report*

TO: Honorable Mayor and Members of the Hemet City Council

FROM: Alexander Meyerhoff, City Manager   
 Steven Latino, Engineering Director/City Engineer

DATE: January 26, 2016

RE: Traffic and Parking Commission Meeting Recommendations

**ITEM #1 – Concern for excessive speeds on curves of Warren Road**

**BACKGROUND:**

Mr. Bruce Frederick submitted a letter on October 28, 2015 regarding the concern of speeding along Warren Road between Mustang Road and Stetson Avenue (particularly in the vicinity of the Del Webb community).

**ANALYSIS:**

Engineering staff has reviewed the location, and noted that the curves in this location are an “interim” condition necessary to keep the road aligned with Warren Road north of the railroad tracks/Hemet Channel. The posted speed limit is consistent with the design speed of the subject curves. There is currently several areas of K-Rail as well as crash cushions along the route.

While the City would like to have the ultimate road constructed, this would require additional right-of-way that the City currently does not have north of the tracks. A recent resubmittal of the Rancho Diamante Specific Plan did request the developer to do a study to determine the future alignment of Warren Road.

At this time, the only solution to the interim road is to include additional signage along the curves. At the time that the maps for Rancho Diamante move forward, the City will work with the developer to try to obtain the northern right-of-way and have the ultimate Warren Road constructed.

**RECOMMENDED ACTION:**

City staff respectfully recommends installation of three (3) W1-8 chevron signs in both the northbound and southbound direction (See attached Exhibit A).

**FISCAL IMPACT:**

No impact to the General Fund. The work for this item will be performed by City forces, and will be funded by the existing operating budget in the Gas Tax Fund No. 221-4200-2450.

**Item #2 – Signage & Warnings for Street Dips, Lyon Avenue at Fruitvale Avenue**

**BACKGROUND:**

Ms. Helen Luckinbill has made several requests regarding the "DIPS" located at Lyon Avenue and Fruitvale Avenue. The requests date back into 2014, in which a response was issued by the former City Manager Wally Hill. The request includes upgrading the faded DIP legend along Lyon Avenue, including additional pavement legends in the southbound direction and consideration of a Stop Sign.

**ANALYSIS:**

Engineering staff has reviewed the location and noted that the appropriate "DIP" warning sign (W8-2) as well as supplemental speed reduction signs currently exist in both the northbound and southbound directions. There is also a faded "DIP" pavement legend in the northbound lanes.

Dips are very common in the City of Hemet due to the flatness of the valley, lack of underground storm drain, and surface drainage characteristics. In some areas, where warranted, there are stop signs that control right-of-way; however, the installation of unwarranted stop signs should not be considered especially for speed control.

In regards to roadway treatments, the City consulted the California Manual on Uniform Traffic Control Devices (CAMUTCD). The existing warning signs do meet the requirements of the CAMUTCD; however, the CAMUTCD does not require the installation of the "DIP" pavement legends. This can be provided as a supplement to the signs; however, the concern with pavement legends is one of ongoing maintenance. Pavement markings must be regularly maintained and in areas of severe pavement cracking are hard to maintain in an acceptable condition. The preferred method is to install signs only in order to eliminate constant maintenance.

**RECOMMENDED ACTION:**

City staff recommends that the faded "DIP" legend be removed from the pavement (via sandblasting and/or grinding), as the existing warning signs meet the legal requirements of the CAMUTCD.

**FISCAL IMPACT:**

No impact to the General Fund. The work for this item will be performed by City forces, and will be funded by the existing operating budget in the Gas Tax Fund No. 221-4200-2450.

**Item #3 – Modification of the Southbound Left-Turn Lane at Sanderson Avenue and Commonwealth Avenue**

**BACKGROUND:**

Mr. Cordero is requesting a striping modification for the southbound left turn lane at the intersection of Sanderson Avenue and Commonwealth Avenue. Mr. Cordero's property is located just north of this intersection (1301 N. Sanderson Ave.), and when the City widened Sanderson Avenue a left turn lane was added. The current left-turn lane is 150-foot long with transitions, and transitions into a two-way left turn lane. Vehicles entering the left turn lane create a potential conflict for Mr. Cordero as his driveway is located to the north.

**ANALYSIS:**

Engineering has reviewed the location, and noted that the existing turn pocket could create a potential conflict for Mr. Cordero should a vehicle heading southbound attempt to

turn left onto Commonwealth Avenue. A common practice in the Traffic Engineering industry is that for every left-turn vehicle in the peak hour, 1-foot of storage space should be provided. Due to the volumes at this intersection, it is unlikely that 150 vehicles are turning left during the peak hour. Additionally, in locations without a raised median and two-way left turn lanes, should the additional storage be necessary, vehicles can stack in the painted medians.

**RECOMMENDED ACTION:**

City staff recommends that the striping be reconfigured at this location, providing a 50-foot left turn pocket, 50-foot gap, and two way-left turn lane. An exhibit of proposed configuration is provided as Exhibit B.

**FISCAL IMPACT:**

No impact to the General Fund. The work for this item will be performed by City forces, and will be funded by the existing operating budget in the Gas Tax Fund No. 221-4200-2450.

Respectfully submitted,



Steven Latino  
Engineering Director/City Engineer

Attachment(s): Exhibit A – Warren Road Curve Signing  
Exhibit B – Sanderson Avenue at Commonwealth Avenue Existing and Proposed Striping

EXHIBIT A – WARREN ROAD CURVE SIGNING



INSTALL W1-8(LT) S/B  
INSTALL W1-8(RT) N/B

TEMP.  
WARREN ROAD  
ALIGNMENT

FUTURE  
WARREN ROAD  
ALIGNMENT

INSTALL W1-8(LT) N/B  
INSTALL W1-8(RT) S/B

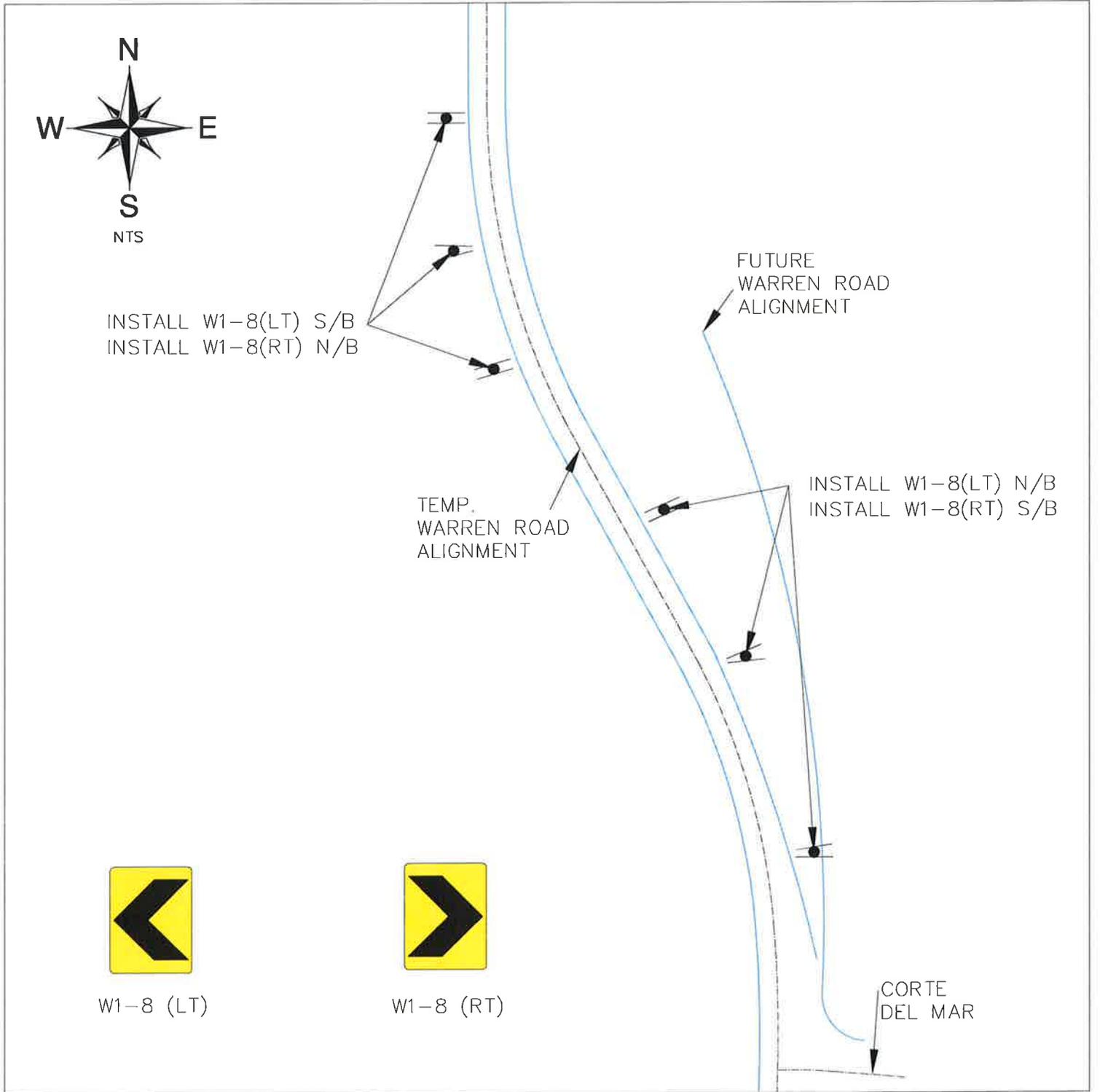


W1-8 (LT)



W1-8 (RT)

CORTE  
DEL MAR

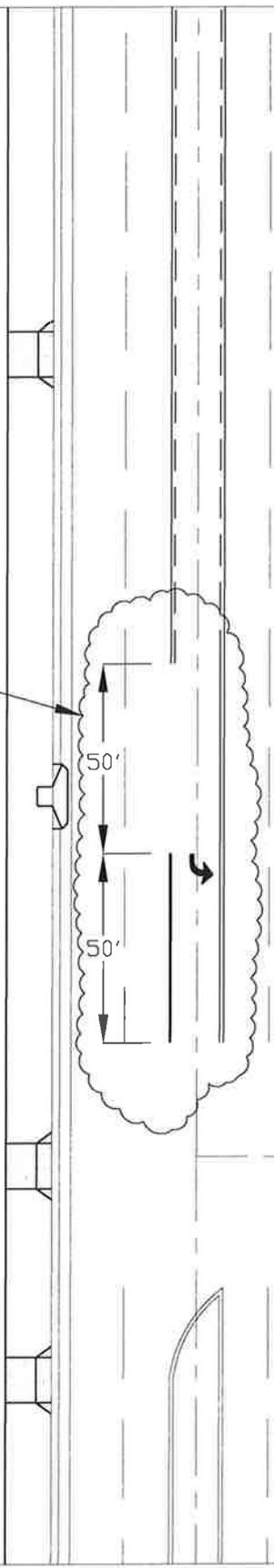


**EXHIBIT B – SANDERSON AVENUE AT COMMONWEALTH AVENUE  
EXISTING AND PROPOSED STRIPING**

EXISTING STRIPING  
SANDERSON AVENUE  
AT  
COMMONWEALTH AVENUE



AREA OF STRIPING MODIFICATION



SANDERSON AVENUE

COMMONWEALTH AVENUE

#12



**CITY OF HEMET  
Hemet, California  
ORDINANCE BILL NO. 16-002**

**AN ORDINANCE OF THE CITY COUNCIL OF THE CITY OF HEMET, CALIFORNIA, AMENDING CHAPTER 2 OF THE HEMET MUNICIPAL CODE TO CONFER UPON THE CITY ENGINEER THE AUTHORITY TO APPROVE PLANS AND DESIGNS FOR ALL PUBLIC WORKS PROJECTS.**

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**WHEREAS**, California Government Code section 830.6 provides that a public entity is not liable for an injury caused by the plan or design of a construction of, or an improvement to, public property where such plan or design has been approved in advance of the construction of improvement by the legislative body of the public entity or by some other body or employee exercising discretionary authority to give such approval; and

**WHEREAS**, in order to trigger the design immunity defense, the City Council or a designated City employee or body must approve the plan or design; and

**WHEREAS**, to preserve the City's design immunity protection and expedite the approval of plans and designs or amendment or modification to plans and designs, the City Council desires to amend Chapter 2 of the Hemet Municipal Code to authorize the City Engineer, or his or her designee, to approve plans and designs for all construction of, or improvement to, public property.

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

**SECTION 1: AMEND CHAPTER 2 to add section 2-136.** Chapter 2, Article III, Division 4, of the Hemet Municipal Code is hereby amended as shown in Exhibit "A" to this Ordinance.

1 **SECTION 2: SEVERABILITY.**

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

10 **SECTION 3: EFFECTIVE DATE.**

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

13 **SECTION 4: PUBLICATION.**

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

19 **INTRODUCED** at the regular meeting of Hemet City Council on January 12, 2016

20 **APPROVED AND ADOPTED** this 26<sup>th</sup> day of January, 2016.

21  
22 \_\_\_\_\_  
23 **Bonnie Wright, Mayor**

24 **ATTEST:**

**APPROVED AS TO FORM:**

25  
26 \_\_\_\_\_  
27 **Sarah McComas, City Clerk**

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

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

4 I, Sarah McComas, City Clerk of the City of Hemet, do hereby certify that the  
5 foregoing Ordinance was introduced and first read on the 12<sup>th</sup> day of January 2016, and  
6 had its second reading at the regular meeting of the Hemet City Council on the 26<sup>th</sup> day  
7 of January, 2016, and was passed by the following vote:

8 **AYES:**

9 **NOES:**

10 **ABSTAIN:**

11 **ABSENT:**

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13 Sarah McComas, City Clerk

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**EXHIBIT "A"**

**Chapter 2- Administration**

**ARTICLE III. - Officers and Employees**

**Division 4- City Engineer (currently, "Reserved")**

**Sec. 2-136.**

- (a) The City Engineer is hereby authorized by the City Council to approve and exercise authority as to the plan or design, or to the amendment or modification of a plan or design, of a construction of, or an improvement to, any public facility, structure or property in advance of the construction or improvement.
- (b) The City Engineer shall affix the following statement, his or her signature, and the date thereof to the plan or design of a construction of, or an improvement to, public works projects before said plan or design is advertised for public bid, and to any amendment, alteration, or change to said plan or design of improvement to public property before said improvement is constructed:

In accordance with Section \_\_\_ of Chapter \_\_\_ or Title \_\_\_ of the Hemet Municipal code, as City Engineer for the City of Hemet, I do hereby exercise the discretion delegated to me and approve the plan or design, or amendment or modification to the plan or design, of a construction of, or an improvement to the public facility, structure, or property to which this statement and my signature is affixed. Executed this \_\_\_ day of \_\_\_\_\_, 20\_\_.

\_\_\_\_\_  
[Name], City Engineer



## *Successor Agency*

TO: Successor Agency Board: the Honorable Mayor and City Council

FROM: Alexander P. Meyerhoff, City Manager  
Jessica A. Hurst, Deputy City Manager/Administrative Services

DATE: January 26, 2016

SUBJECT: Approve an Agreement for Services Between The Successor Agency to the Former Hemet Redevelopment Agency and RSG, Inc.

**RECOMMENDATION:**

That the Successor Agency to the Former Hemet Redevelopment Agency ("Successor Agency") approve an Agreement for Services between the Successor Agency to the Former Hemet Redevelopment Agency and RSG, Inc.

**BACKGROUND:**

The dissolution of the Former Hemet Redevelopment Agency has been complex and nuanced. The Successor Agency requires technical, management, and administrative services to enable staff to wind down the affairs of the former Hemet Redevelopment Agency, meet ongoing reporting requirements, conduct financial and strategic planning, and provide other services as directed by staff.

**DISCUSSION:**

For the time period of July 1, 2016 through June 30, 2017, the proposed Successor Agency consulting services may include, but are not limited to, the following tasks and assignments:

1. Preparation of Annual Recognized Obligation Payment Schedule ("ROPS") and response to Department of Finance ("DOF") inquiries/disputes of ROPS enforceable obligations;
2. Coordination of communications and response to overall inquiries from DOF, State Controller's Office ("SCO"), Riverside County Auditor-Controller, affected taxing entities, and/or other involved parties;
3. Preparation for and attendance at "Meet and Confer" meetings with DOF;
4. Analyze legislation and quickly identify the fiscal and procedural implications for the Successor Agency. RSG would review the ramifications of legislative changes and work with Successor Agency legal counsel to explain the immediate and future impacts to the Successor Agency and affected taxing agencies;

5. Provide staff support services for, and attend, all Oversight Board meetings;
6. Attendance at meetings, as requested by staff, including, but not limited to, City Council, Successor Agency, Oversight Board, and staff-level meetings; and
7. Preparation of an optional long-term Successor Agency cash flow model, which incorporates not only costs associated with ROPS and administrative budgets, but also the timing of available revenues from both a collections and allocation standpoint.

Proposed deliverables to be provided during fiscal year 2016-17 would include, but are not limited to, the following:

- ROPS 17-18
- Agenda packets, including all agendas, staff reports, resolutions and support documents for all Oversight Board meetings;
- Successor Agency cash flow;
- Correspondence to DOF, SCO, Riverside County Auditor Controller's Office and affected taxing entities, as needed and directed by staff; and
- Other deliverables as needed and directed by staff.

**FISCAL IMPACT:**

RSG is proposing to complete the above tasks on a time-and-materials basis for a fee not-to-exceed \$42,500 for the 12-month period between July 1, 2016 and June 30, 2017. These costs can be paid out of the FY 2016-17 Administrative Allowance of \$250,000.

**ALTERNATIVE(S):**

The Successor Agency may choose not to approve an Agreement for Services between the Successor Agency to the Former Hemet Redevelopment Agency and RSG, Inc. This alternative could affect the Successor Agency's ability to meet the requirements of redevelopment dissolution and meet all financial obligations.

**CONCLUSION:**

That the Successor Agency consider the proposed Agreement for Services between the Successor Agency to the Former Hemet Redevelopment Agency and RSG, Inc

**ATTACHMENT(S):**

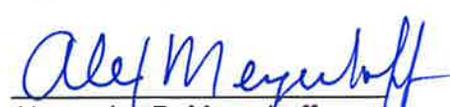
1. Consulting Services Proposal from RSG dated January 6, 2016

Recommended by:



Jessica Hurst  
Deputy City Manager/  
Administrative Services

Approved By:



Alexander P. Meyerhoff  
City Manager

**AGREEMENT FOR SERVICES**

**By and Between**

**THE SUCCESSOR AGENCY TO THE REDEVELOPMENT  
AGENCY OF THE CITY OF HEMET,  
a municipal corporation**

**and**

**ROSENOW SPEVACEK GROUP, INC.  
a California corporation**

**Dated: January 26, 2016**

**AGREEMENT FOR SERVICES  
BETWEEN  
THE SUCCESSOR AGENCY TO THE REDEVELOPMENT AGENCY OF THE CITY  
OF HEMET, CALIFORNIA  
AND  
ROSENOW SPEVACEK GROUP, INC.**

This Agreement for Services ("Agreement") is entered into as of this 26th day of January, 2016 by and between the Successor Agency to the Redevelopment Agency of the City of Hemet, a municipal corporation ("Agency") and Rosenow Spevacek Group, Inc., a California corporation ("Service Provider"). Agency and Service Provider are sometimes hereinafter individually referred to as "Party" and hereinafter collectively referred to as the "Parties."

**RECITALS**

A. Agency 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 Agency to perform those services.

C. Agency has authority to enter into this Services Agreement and the Executive Director 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 **12 months** commencing on July 1, 2016 and ending on June 30, 2017.

## **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 Agency, 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, Agency 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 Forty Two Thousand Five Hundred dollars (\$42,500), 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 Agency 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. Agency 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 Agency, the original invoice shall be returned by Agency 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 Agency, Agency 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.**

Agency may inspect and accept or reject any of Service Provider's work under this Agreement, either during performance or when completed. Agency shall reject or finally accept Service Provider's work within sixty (60) days after submitted to Agency. Agency shall reject work by a timely written explanation, otherwise Service Provider's work shall be deemed to have been accepted. Agency'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 Agency 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 Agency and may be used, reused or otherwise disposed of by Agency without the permission of the Service Provider. Upon completion, expiration or termination of this Agreement, Service Provider shall turn over to Agency 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 Agency 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 Agency 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 Agency or its designated representative. Copies of such documents or records shall be provided directly to the Agency 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 Agency 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, Agency may, by written request, require that custody of such documents or records be given to the Agency. Access to such documents and records shall be granted to Agency, 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 Agency. Service Provider shall have no authority to bind Agency in any manner, nor to incur any obligation, debt or liability of any kind on behalf of or against Agency, whether by contract or otherwise, unless such authority is expressly conferred under this Agreement or is otherwise expressly conferred in writing by Agency.

(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 Agency, nor any elected or appointed boards, officers, officials, employees or agents of Agency, 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 Agency.

(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 Agency'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 Agency, nor any elected or appointed boards, officers, officials, employees or agents of Agency, 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 Agency 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 Agency for such use of unauthorized aliens, Service Provider hereby agrees to and shall reimburse Agency for the cost of all such liabilities or sanctions imposed, together with any and all costs, including attorneys' fees, incurred by Agency.

**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 Agency 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 Executive Director. Service Provider agrees to at all times avoid conflicts of interest or the appearance of any conflicts of interest with the interests of Agency in the performance of this Agreement.

(b) Agency 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 Agency relative to such projects. Any future position of Agency on such projects shall not be considered a conflict of interest for purposes of this section.

(c) Agency 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 Agency without prior written authorization from the Executive Director, except as may be required by law.

(b) Service Provider, its officers, employees, agents or subcontractors, shall not, without prior written authorization from the Executive Director or unless requested by the General Counsel of Agency, 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 Agency 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 Agency 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 Agency 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. Agency 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 Agency and to provide Agency 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 Agency 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 Agency 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 Agency, 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 Agency to monitor compliance with these requirements imposes no additional obligations on Agency and will in no way act as a waiver of any rights hereunder. This obligation to indemnify and defend Agency 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 Agency 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) Agency's Negligence. The provisions of this section do not apply to claims occurring as a result of Agency's sole negligence. The provisions of this section shall not release Agency from liability arising from gross negligence or willful acts or omissions of Agency 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 Agency as to form and content. These requirements are subject to amendment or waiver if so approved in writing by the Executive Director. Service Provider agrees to provide Agency with copies of required policies upon request.

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

The expertise and experience of Service Provider are material considerations for this Agreement. Agency 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 Agency. Any attempted assignment shall be ineffective, null and void, and shall constitute a material breach of this Agreement entitling Agency to any and all remedies at law or in equity, including termination of this Agreement pursuant to Section 20 "Termination of Agreement." Agency 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 Agency 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) Agency 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 Agency.

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

(d) Upon termination of this Agreement by either Service Provider or Agency, all property belonging exclusively to Agency which is in Service Provider's possession shall be returned to Agency. Service Provider shall furnish to Agency 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 Agency shall not have any obligation or duty to continue compensating Service Provider for any work performed after the date of default. Instead, the Agency 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 Agency shall hold all invoices and shall, when the default is cured, proceed with payment on the invoices. In the alternative, the Agency 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 Agency may take necessary steps to terminate this Agreement under Section 20 "Termination of Agreement." Any failure on the part of the Agency to give notice of the Service Provider's default shall not be deemed to result in a waiver of the Agency'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 Agency, 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 AGENCY.**

All public information, data, reports, records, and maps as are existing and available to Agency 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 Agency: Successor Agency to the Redevelopment Agency  
Attn: Executive Director  
445 E. Florida Avenue  
Hemet, CA 92543

To Service Provider: Rosenow Spevacek Group, Inc.  
Attn: Mitta Mosesman  
309 West 4<sup>th</sup> Street  
Santa Ana, CA 92701-4502

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 Executive Director or his or her designated representative. The Executive Director 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 Executive Director'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 Agency. The Executive Director shall have the authority to approve any amendment to this Agreement if the total compensation under this Agreement, as amended, would not exceed the Executive Director's contracting authority under the Hemet Municipal Code. All other amendments shall be approved by the General Counsel. 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 Agency 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 Agency 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.

**SUCCESSOR AGENCY**

\_\_\_\_\_  
Executive Director

**ATTEST:**

\_\_\_\_\_  
Sarah McComas

**APPROVED AS TO FORM**

\_\_\_\_\_  
Eric S. Vail  
General Counsel

**ROSENOW SPEVACEK GROUP, INC.**

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

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

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

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

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

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.

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

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.

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.

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

**I. Service Provider will perform the following Services:**

- A. Prepare Annual Recognized Obligation Payment Schedule (ROPS)
- B. Prepare response to Department of Finance (DOF) inquiries/disputes
- C. Communicate & respond to overall inquiries from DOF, State Controller's Office (SCO), Riverside County Auditor-Controller or other involved parties.
- D. Prepare & attend "Meet & Confer" meeting with DOF
- E. Analyze legislation & identify fiscal and procedural implications
- F. Attend all Oversight Board meetings & provide staff support
- G. Attendance at City Council, Successor, Housing Authority and staff-level meetings (as requested by staff)
- H. Prepare optional long-term Successor Agency Cash Flow Model

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

- A. ROPS 17 – 18
- B. Agenda Packets, staff reports, resolutions & support documents for Oversight Board meetings.
- C. Successor Agency Cash Flow
- D. Correspondence to DOF, SCO, Riverside County Auditor-Controller's Office & affected taxing entities, as needed & directed by Agency staff
- E. Other deliverables as needed or directed by Agency staff

**III. During performance of the Services, Service Provider will keep the Agency apprised of the status of performance by delivering the following status reports:**

- A. Monthly Invoices

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

- A. Monthly

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

- A. Hitta Mosesman
- B. Jane Carlson
- C. Dmitry Galikn
- D. Bret Poirier

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

N/A

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

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

A. <u>Principal</u>	<u>\$235.00</u>
B. <u>Senior Associate</u>	<u>\$180.00</u>
C. <u>Associate</u>	<u>\$160.00</u>
D. <u>Senior Analyst</u>	<u>\$135.00</u>
E. <u>Analyst</u>	<u>\$125.00</u>
F. <u>Research Asst.</u>	<u>\$110.00</u>
G. <u>Technicain</u>	<u>\$ 80.00</u>
E. <u>Clerical</u>	<u>\$ 60.00</u>

**II. The total compensation for the Services shall not exceed \$42,500.00, 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 Agency, 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 Agency.

(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 Agency 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 Agency.

2. Commercial General Liability and Automobile Liability Coverages.

(1) Agency, 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 Agency, and their respective elected and appointed officers, officials, or employees.

(2) Service Provider's insurance coverage shall be primary insurance with respect to Agency, and its respective elected and appointed, its officers, officials, employees and volunteers. Any insurance or self-insurance maintained by Agency, 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 Agency, and its respective elected and appointed officers, officials, employees or volunteers.

3. Workers' Compensation Coverage. Unless the Executive Director otherwise agrees in writing, the insurer shall agree to waive all rights of subrogation against Agency, 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 Agency, at or before the effective date of this Agreement, certificates of insurance necessary to satisfy Agency that the insurance provisions of this contract have been complied with. The Agency may require that Service Provider furnish Agency 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. Agency 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 Agency. At the option of Agency, either the insurer shall reduce or eliminate such deductibles or self-insured retentions as respects Agency 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.



# AGENDA # 14

## Staff Report

TO: Honorable Mayor and Members of the Hemet City Council

FROM: Alexander Meyerhoff, City Manager   
Deanna Elliano, Community Development Director 

DATE: January 26, 2016

RE: **ZONE CHANGE NO. 15-003 & TENTATIVE PARCEL MAP NO. 36661 (MAP NO. 15-009) – Habitat for Humanity** - Request to change the zoning from R-A (Residential Agricultural) to R-1-7.2 (Single Family Residential 7,200 sq. ft. min.) on a 0.40 acre site, and the subdivision of the property into two (2) parcels, located at 354 North Palm Avenue, south of Oakland Avenue and north of Devonshire Avenue. Also to be considered is a determination that the project is consistent with a previously certified EIR for the Hemet General Plan Update, pursuant to CEQA Guidelines Section 15162 and an Environmental Exemption pursuant to CEQA Guidelines Section 15315.

### **PROJECT APPLICANT INFORMATION**

Owner/Applicant: Hemet/San Jacinto Habitat for Humanity- Lakshman Koka, President  
Engineer: Richard Thomsen – The Thomsen Company, Inc.  
Project Location: 354 North Palm Avenue  
Lot Area: 0.40 Acres

### **RECOMMENDED ACTIONS:**

That the City Council:

1. *Introduce and read by title only **Ordinance Bill No. 16-003** approving Zone Change No. 15-003 as recommended by the Planning Commission; and,*
2. *Adopt City Council **Resolution Bill No. 16-004** approving Tentative Parcel Map No. 36661, as recommended by the Planning Commission and subject to the Conditions of Approval; and,*
3. *Direct staff to file the applicable Notices of Exemption with the County Clerk pursuant to the CEQA Guidelines.*

### **PROJECT DESCRIPTION AND BACKGROUND**

The non-profit organization Habitat for Humanity is the project applicant and property owner, and is requesting approval of a zone change and tentative parcel map in order to subdivide an existing infill property into two single family residential lots. Habitat for Humanity is an organization that strives to build homes for working families who cannot otherwise afford to improve their living

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standards and achieve home ownership without assistance. The organization conducts a rigorous vetting process to select eligible families for the proposed homes, and applicants are required to provide 500 hours of “sweat equity” or labor on Habitat for Humanity projects, 400 hours of which are on their own home. The homes are then sold to the family at no interest or profit with payments ranging from 30-40% of their net income. Habitat for Humanity remains as the mortgage lender and carries a second mortgage at fair market value to insure that the properties continue to be well-maintained and are not sold for profit. The project is further described in the applicant’s letter dated October 27, 2015 (Attachment No. 7).

To date, Habitat for Humanity has successfully built 20 homes in the valley under this program. The subject property was donated to the organization for their use in continuing the program for Hemet residents, and one home was recently constructed on the property. The requested zone change and subdivision will allow the approximately ½ acre property to be split into two lots, so that another single family home can be constructed on the front portion of the lot.

The property is currently zoned R-A (Residential Agriculture) and the applicant has requested R-1-7.2 (Single Family Residential 7,200 sq. ft. min.) zoning (**ZONE CHANGE 15-003**). The subject property is located at 354 North Palm Avenue, north of Devonshire Avenue and east of Oakland Avenue, as shown in the attached Zone Change Plat Map (Exhibit No. 1A), Zoning Map (Attachment No. 4), and Aerial Photograph (Attachment No. 5). The existing General Plan designation for the site of Low Density Residential (LDR) allows for a density of 2.1-5.0 dwelling units per acre. The proposed zoning to R-1-7.2 will result in a density of 4.18 dwelling units per acre for the site, and will bring the property into conformity with the City’s General Plan.

The applicant has also requested approval of **TENTATIVE PARCEL MAP NO. 36661** to subdivide the property into two (2) parcels with a minimum lot size of 8,736 square feet each for the future development of one (1) single family residential home on Parcel 2 (as shown in Exhibit No. 2A). The project site is currently contains one (1) existing single family residence constructed in 2015, which is located on Parcel 1 of the proposed subdivision. The proposed subdivision is consistent with the proposed zoning of R-1-7.2, and provides lots sizes larger than the minimum required under the zone.

Each of the proposed lots will have access to North Palm Avenue as shown on the tentative parcel map (see Exhibit 2A) through a common access driveway. The common access driveway is proposed as a reciprocal access easement for ingress and egress that has been conditioned to be provided on the final parcel map (see Condition No. 14). The common access driveway will also act as a fire lane and restricts parking within it (see Condition No. 15). An existing ten (10) foot wide easement for sanitary sewer and drainage purposes is located along the northern boundary of the project site. Existing and future construction on the property is located outside of all existing and proposed easements. The project site is an infill property, and all public improvements and utilities already exist at the site.

The Zone Change and Tentative Parcel Map were unanimously recommended for approval to the Council by the Planning Commission at their meeting of January 5, 2016 (see Planning Commission Resolutions in Attachments 9 and 10). The Zone Change must be adopted and in effect before the tentative parcel map is valid in order to maintain zoning consistency with the map. In order to allow the applicant to process the two actions concurrently, staff added Condition 2 to TPM 36661 regarding the effective date of the map following the effective date of the zone change.

### **SURROUNDING LAND USES AND SETTING**

The project site includes one (1) existing 1,240 square foot, single family, single story residence

that was constructed in 2015. It has been Habitats' intention to construct two (2) homes on the property and the zone change and lot split will allow the project to be completed with the additional home. The property was recently improved with curb and gutter on Palm Avenue. To the east are existing single family residences on 5,000 square foot minimum lots. To the south is a vacant parcel. To the west are existing single family residences on 8,000 square foot lots. Please refer to Attachment Nos. 3 - 5 to see the surrounding land uses and zoning designations, and Attachment No. 6 to view the site photos. The proposed zone change and subdivision are compatible with the existing single family neighborhoods and lot sizes surrounding the site.

The table below identifies the existing land uses, zoning and General Plan designations for the surrounding neighborhood:

	LAND USE	ZONING	GENERAL PLAN
<b>PROJECT SITE</b>	Single Family Residence	Residential Agriculture (R-A)	Low Density Residential (2.1-5.0 DU/AC)
<b>NORTH</b>	Single Family Residence	Residential Agriculture (R-A)	Low Density Residential (2.1-5.0 DU/AC)
<b>SOUTH</b>	Vacant	Multiple Family Residential (R-3)	Low Density Residential (2.1-5.0 DU/AC)
<b>EAST</b>	Single Family Residences	Multiple Family Residential (R-2)	Low Density Residential (2.1-5.0 DU/AC)
<b>WEST</b>	Single Family Residences	Multiple Family Residential (R-3)	Low Density Residential (2.1-5.0 DU/AC)

### **COORDINATION AND PUBLIC REVIEW**

On December 24, 2015, the City published a notice in the Press Enterprise of the holding of a public hearing before Planning Commission on January 5, 2015 at which the Zone Change and Tentative Parcel Map would be considered. One (1) letter of opposition (see Attachment No. 8) and one (1) phone call in support was received in response to the notice of the Planning Commission public hearing. The Planning Commission unanimously adopted Resolution No. 16-001 and 16-002, recommending approval of the Zone Change and Tentative Parcel Map respectively to the City Council (Attachment Nos. 9 and 10).

On January 14, 2016, the City published a notice in the Press Enterprise of the holding of a public hearing before City Council at which the Zone Change and Tentative Parcel Map would be considered. To date, staff has not received any public comments on the draft ordinance or Tentative Parcel Map.

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## CONSISTENCY WITH ADOPTED GOALS, PLANS, AND PROGRAMS

### General Plan Consistency

The proposed projects are in conformance with the General Plan for the City of Hemet. The General Plan land use designation for the project site is LDR (Low Density Residential) with a density range of 2.1-5.0 dwelling units acre (see Attachment No. 3). The project proposes the R-1-7.2 zoning with a density of 4.18 dwelling units per acre, consistent with the current General Plan. The proposed development is also consistent with the following General Plan policies:

- ***LU-2.1 Adequate Infrastructure*** *Ensure that growth in developing areas of Hemet proceeds with appropriate addition of infrastructure, public services and facilities to serve the new land uses and population. Ensure that infrastructure improvements are in place prior to, or concurrently with, new development.*

The project site is an infill lot that has existing infrastructure that can be utilized by the proposed subdivision and will not require additional improvements to accommodate the project.

- ***LU-3.4 Compatible Residential Development*** *Integrate new residential projects into existing neighborhoods so that they are compatible with adjacent structures with respect to scale, neighborhood architectural character, setbacks, and other neighborhood design aspects. Assure that the type and intensity of residential use is consistent with that in the immediate neighborhood.*

The project proposes two (2) parcels with lot sizes of 8,736 square feet and 8,944 square feet. The project density of 4.18 dwelling units per acre is consistent with the General Plan Low Density Residential density range of 2.1-5.0 dwelling units per acre. The proposed subdivision has an existing single story residence that was constructed in 2015 and proposes a new single story residence that will assist in completing the existing neighborhood. The surrounding neighborhood is single family residences on lots that range from 5,000 to 8,000 square feet. Therefore, staff finds that the proposed project is compatible and consistent with the surrounding residential neighborhoods.

### CEQA REVIEW AND COMPLIANCE

The proposed Zone Change application is considered a project under the California Environmental Quality Act (CEQA) Guidelines. However, an EIR was prepared for the Comprehensive General Plan Update which was adopted by the Hemet City Council on January 24, 2012. The proposed project is consistent with the existing Low Density Residential (LDR 2.1 -5.0 du.ac) Land Use analyzed in the adopted EIR for the General Plan and no further review is required at this time pursuant to Section 15162 of the CEQA Guidelines.

Tentative Parcel Map No. 36661 is exempt from provisions of the California Environmental Quality Act (CEQA) under CEQA Guidelines Section 15315 exempting in-fill development projects, in that information contained in the project file and documents incorporated herein by reference demonstrates that: Tentative Parcel Map No. 36661 (MAP15-009) will be consistent with the proposed R-1-7.2 (Single Family Residential 7,200 sq. ft. min.) zoning designation; the proposed project site is located within the boundaries of the City of Hemet; Tentative Parcel Map No. 36661 (MAP15-009) has no value as habitat for endangered, rare or threatened species; there is no substantial evidence in the record that Tentative Parcel Map No. 36661 (MAP15-009) will result in significant effects related to traffic, noise, air quality or water quality in that the proposed design

incorporates and otherwise is subject to air and water quality resource agency design requirements to avoid any harmful effects; and the site is or can be adequately served by all required utilities and public services. As such, the project meets the criteria for application of a Class 15 (Minor Land Divisions) Categorical Exemption under the CEQA Guidelines. Additionally, none of the exceptions provided in CEQA Guidelines Section 15300.2 apply to this project.

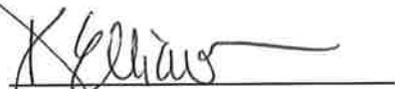
**CONCLUSION:**

The proposed Zone Change 15-003 from R-A (Residential Agriculture) to R-1-7.2 (Single Family Residential 7,200 sq. ft. min.) is consistent with the current General Plan Land Use Element, and will bring the zoning of the site into conformity with the General Plan land use designation and policies. The proposed subdivision conforms to and is consistent with development standards provided by the City's Subdivision and Zoning Ordinance's and the General Plan, subject to the approval of proposed Zone Change. The recommended approval of ZC 15-003 and TPM 36661 will help facilitate Habitat for Humanity's purpose and mission to provide quality, affordable, housing for deserving Hemet families.

**FISCAL IMPACT:**

The proposed zone change and subdivision will allow for the development of an under-utilized infill property as single family, owner-occupied homes, and the resultant property tax benefit to the City.

Respectively Submitted,



Deanna Elliano  
Community Development Director

**ATTACHMENTS:**

1. City Council Ordinance Bill No. 16-003 adopting Zone Change No. 15-003  
Exhibit 1A – Plat Map for ZC 15-003  
Exhibit 1B – Legal Description for ZC 15-003
2. City Council Resolution Bill No. 16-004 approving Tentative Parcel Map No. 36661  
Exhibit 2A – Tentative Parcel Map No. 36661  
Exhibit 2B – Draft Conditions of Approval
3. General Plan Land Use Designation Map
4. Adjacent Zoning Map
5. Aerial View
6. Photographs of Site
7. Letter from Applicant describing the project dated October 27, 2015
8. Letter from Gilbert Caballero dated January 1, 2016
9. Planning Commission Resolution No. 16-001 recommending approval of Zone Change No. 15-003 to City Council
10. Planning Commission Resolution No. 16-002 recommending approval of Tentative Parcel Map No. 36661 to City Council

# Attachment No. 1

City Council  
Ordinance Bill No.  
16-003

City Council Meeting of  
January 26, 2016



**CITY OF HEMET  
Hemet, California**

**CITY COUNCIL  
ORDINANCE BILL NO. 16-003**

**AN ORDINANCE OF THE CITY COUNCIL OF THE CITY OF HEMET, CALIFORNIA APPROVING ZONE CHANGE NO. 15-003 TO CHANGE THE ZONING CLASSIFICATION FROM R-A (RESIDENTIAL AGRICULTURAL) TO R-1-7.2 (SINGLE FAMILY RESIDENTIAL 7,200 SQ. FT. MIN.) LOCATED AT 354 NORTH PALM AVENUE (APN: 443-101-037).**

**WHEREAS**, on November 24, 2015 an application for Zone Change No. 15-003 has been duly filed by:

Owner:	Habitat for Humanity
Engineer:	Richard Thomsen – The Thomsen Company, Inc.
Project Location:	354 North Palm Avenue
Lot Area:	0.40; and

**WHEREAS**, on December 24, 2015, the City gave public notice by advertising in the Press Enterprise and by mailing to property owners within 500 feet, of the holding of a public hearing at which the project would be considered by the Planning Commission; and

**WHEREAS**, on January 5, 2016, the Planning Commission held the noticed public hearing at which time interested persons had an opportunity to testify in support of, or opposition to, the proposed Zone Change and at which time the Planning Commission considered all written and oral reports of staff and public testimony on the matter, and adopted Resolution No. 16-001 recommending approval of Zone Change No. 15-003 to the City Council, and

**WHEREAS**, on January 14, 2016, the City gave public notice by advertising in the Press Enterprise and by mailing to property owners within 500 feet, of the holding of a public hearing at which the project would be considered by the City Council; and

**WHEREAS**, the City Council has the authority per section 90-41 *et seq.* of the Hemet Municipal Code to review and approve proposed Zone Change 15-003 to allow

1 the zone change from A-10 (Heavy Agricultural) to C-1 (Neighborhood Commercial);  
2 and  
3

4 **WHEREAS**, on January 26, 2016, the City Council held a duly noticed public  
5 hearing at which interested persons had an opportunity to testify in support of, or in  
6 opposition to the proposed Zone Change No. 15-003 and, at which the City Council  
7 considered all written and oral reports of staff and public testimony on the matter, and  
8 such other matters as are reflected in the record; and  
9

10 **WHEREAS**, at this public hearing on January 26, 2016, the City Council  
11 determined that the proposed project is consistent with the Environmental Impact  
12 Report for the Comprehensive General Plan Update adopted by the City Council on  
13 January 24, 2012 and is, therefore, exempt from further review under California  
14 Environmental Quality Act (CEQA) pursuant to CEQA Guidelines Section 15162  
15 (Subsequent EIR's and Negative Declarations) and that the exceptions to the  
16 categorical exemptions contained in the CEQA Guidelines Section 15300.2 are not  
17 applicable to the project.  
18

19 **NOW, THEREFORE**, the City Council of the City of Hemet does Resolve,  
20 Determine, Find and Order as follows:  
21

### 22 23 **SECTION 1: ENVIRONMENTAL FINDINGS** 24

25 The City Council, in light of the whole record before it, including but not limited to, the  
26 City's Local CEQA Guidelines and Thresholds of Significance, the recommendation of  
27 the Planning Commission as provided in the Staff Report dated January 26, 2016 and  
28 documents incorporated therein by reference, and any other evidence (within the  
29 meaning of Public Resources Code §21080(e) and §21082.2) within the record or  
30 provided at the public hearing of this matter, hereby finds and determines as follows:  
31

- 32 1. **CEQA.** The City Council approved a resolution certifying the Final Program EIR  
33 for the Comprehensive General Plan 2030 update by Resolution No. 4474 on  
34 January 24, 2012, and a Notice of Determination was filed in accordance with  
35 CEQA requirements on January 26, 2012. The Planning staff believes that the  
36 proposed zone change is consistent with the previously adopted Comprehensive  
37 General Plan Update and Environmental Impact Report and, pursuant to Section  
38 15162 of the CEQA Guidelines, no further review is required.  
39
- 40 2. **Multi-Species Habitat Conservation Plan (MSHCP).** The project is located  
41 outside of any MSHCP criteria area and mitigation is provided through payment  
42 of the MSHCP Mitigation Fee.  
43  
44

1 **SECTION 2: REQUIRED ZONE CHANGE FINDINGS**

2  
3 Pursuant to Hemet Municipal Code Section 90-41.5 (b) and in light of the record before  
4 it including the staff report dated January 26, 2016, and all evidence and testimony  
5 heard at the public hearing of this item, the City Council hereby finds as follows:  
6

- 7 **1. That the proposed change of zone is in conformance with the latest**  
8 **adopted general plan for the city.**  
9

10 *Changing the zone from R-A (Residential Agriculture) to R-1-7.2 (Single Family*  
11 *Residential 7,200 sq. ft. min.) is consistent with the current General Plan Land*  
12 *Use. Table 2.2 City of Hemet General Plan 2030 identifies the relationship*  
13 *between Hemet's Zone Districts and the General Plan Land Use Designations.*  
14 *The current land use designation for the subject property is Low Density*  
15 *Residential 2.1 – 5.0 dwelling units per acre.*  
16

- 17 **2. That the streets in the area are adequate to handle potential traffic**  
18 **generated by the change of zone; and**  
19

20 *The project is not anticipated to cause an increase in traffic in relation to the*  
21 *existing traffic load and capacity of the existing street system. The proposed*  
22 *project is not anticipated to result in exceeding, either cumulatively or individually,*  
23 *a level of service standard established by the County congestion management*  
24 *agency for designated roads or highways.*  
25

- 26 **3. That the proposed change of zone is compatible with adjacent zoning.**  
27

28 *The proposed Zone Change to R-1-7.2 (Single Family Residential 7,200 sq. ft.*  
29 *min.) is compatible with the existing single family residences located to the north,*  
30 *east and west. The surrounding zones include R-A (Residential Agriculture), R-2*  
31 *(Multiple Family Residential) and R-3 (Multiple Family Residential); however the*  
32 *surrounding zones will change to single family residential under the General Plan*  
33 *Consistency Zoning update. The proposed zone change will bring the property*  
34 *into consistency with the 2012 General Plan.*  
35

36 **SECTION 3: CITY COUNCIL ACTIONS**

37 The City Council hereby takes the following action:  
38

- 39 **1. Adopt the proposed City Council Ordinance** approving Zone Change No.  
40 05-003, as shown in Exhibit 1A and described in Exhibit 1B which are attached  
41 hereto and incorporated herein by reference, changing the zoning from R-A to R-  
42 1-7.2 on 0.40 acres of property located at 354 North Palm Avenue (APN: 443-  
43 101-037).

1  
2 2. Direct staff to file a Notice of Determination with the Riverside County Clerk  
3 and Recorder.  
4  
5

6 **SECTION 4:** The City Clerk is authorized and directed to cause this Ordinance to be  
7 published within fifteen (15) days after its passage in a newspaper of general circulation  
8 and circulated within the City in accordance with Government Code Section 36933(a)  
9 or, to cause this Ordinance to be published in the manner required by law using the  
10 alternative summary and pasting procedure authorized under Government Code  
11 Section 39633(c).  
12

13  
14 **PASSED, APPROVED, AND ADOPTED** this 26<sup>th</sup> day of January, 2016.  
15

16  
17  
18 \_\_\_\_\_  
19 Bonnie Wright, Mayor  
20

21  
22  
23 ATTEST:

APPROVED AS TO FORM:  
24

25  
26 \_\_\_\_\_  
27 Sarah McComas, City Clerk  
28

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

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

I, Sarah McComas, City Clerk of the City of Hemet, do hereby certify that the foregoing Resolution is the actual Resolution adopted by the City Council of the City of Hemet and was passed at a regular meeting of the City Council on the 26th day of January, 2016 by the following vote:

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

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

# Exhibit No. 1A

## Zone Change Plat Map



# **Exhibit No. 1B**

**Legal Description**



**LEGAL DESCRIPTION OF PROPERTY**

DATE: 11/6/15

PROJECT NUMBER: TENT. P.M. NO. 36661

*Please include in the description, an Assessor Parcel Number, recorded map description, and description on grant deed.*

**LEGAL DESCRIPTION FOR  
A.P.N. 443-101-037**

IN THE CITY OF HEMET, COUNTY OF RIVERSIDE, STATE OF CALIFORNIA, DESCRIBED AS FOLLOWS:

THE WESTERLY 200 FEET, AS MEASURED FROM THE CENTERLINE OF PALM AVENUE, OF THE NORTHERLY 174 FEET OF THE SOUTH HALF OF THE SOUTH HALF OF FARM LOT 181 OF THE LANDS OF THE SAN JACINTO LAND ASSOCIATION, AS SHOWN BY MAP ON FILE IN BOOK 8, PAGE 357 OF MAPS, RECORDS OF SAN DIEGO COUNTY, STATE OF CALIFORNIA.

EXCEPTING THEREFROM THE NORTHERLY 70 FEET.

ALSO EXCEPTING THEREFROM THAT PORTION IN PALM AVENUE.

**PREPARED UNDER MY SUPERVISION:**

**RICHARD F. THOMSEN**  
CALIF. PROFESSIONAL LAND SURVEYOR NO. 6413  
REGISTRATION EXPIRES 12/31/16



DATE SIGNED: NOVEMBER 6, 2015

BY: RICHARD F. THOMSEN, PLS

DATE: NOVEMBER 6, 2015

ADDRESS: 2587 S. SAN JACINTO AVE.  
(Number) (Street)

SAN JACINTO  
(City)

CA  
(State)

92583  
(Zip)

PHONE: ( 951 ) 925-3070

*Planning Department - 445 E. Florida Avenue - Hemet, CA 92543 - (951) 765-2375 - FAX (951) 765-2359*

City of Hemet - Planning Department

# Attachment No. 2

City Council  
Resolution Bill No.  
16-004

City Council Meeting of  
January 26, 2016



CITY OF HEMET  
Hemet, California

RESOLUTION BILL NO. 16-004

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF HEMET, CALIFORNIA, APPROVING TENTATIVE PARCEL MAP NO 36661 (MAP 15-009) TO THE CITY COUNCIL FOR THE SUBDIVISION OF 0.40 ACRES INTO TWO (2) SINGLE FAMILY RESIDENTIAL LOTS, LOCATED AT 354 NORTH PALM AVENUE (APN 443-101-037)

**WHEREAS**, concurrent applications for Zone Change (ZC) No. 15-003 and an application for Tentative Parcel Map No. 36661, for the subdivision of 0.40 acres into two (2) single family residential lots located at 354 North Palm Avenue has been duly filed by:

Owner/Applicant: Habitat for Humanity  
Engineer: Richard Thomsen – The Thomsen Company, Inc.  
Project Location: 354 North Palm Avenue  
AP Numbers: 443-101-037  
Lot Area: 0.40; and

**WHEREAS**, the Municipal Code allows for the subdivision of 0.40 acres into two (2) lots for one (1) existing single family residential unit and the future development of one (1) single family residential unit, subject to the approval of a Tentative Parcel Map; and

**WHEREAS**, in accordance with Government Section 65090, on December 24, 2015 the City gave public notice by advertising in the Press Enterprise and by mailing to property owners and occupants within 500 feet, of the holding of a public hearing at which the project would be considered by the Planning Commission; and

**WHEREAS**, in accordance with Government Code Section 66452.3, the City has provided the applicant and each tenant on the subject property with a copy of the Planning Divison's report and recommendation to the Planning Commission at least three (3) days prior to the below referenced noticed public hearing; and

**WHEREAS**, on January 5, 2016, the Planning Commission held the noticed public hearing at which interested persons had an opportunity to testify in support of, or

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CITY COUNCIL RESOLUTION BILL No. 16-004  
TENTATIVE PARCEL MAP NO. 36661

1 opposition to, the Tentative Parcel Map and at which the Planning Commission  
2 considered the Tentative Parcel Map.

3  
4 **WHEREAS**, in accordance with Government Code Section 66452.3, the City  
5 provided the applicant with a copy of the Planning Department's report and  
6 recommendation to the Planning Commission at least three (3) days prior to the below  
7 referenced notice of public hearing; and

8  
9 **WHEREAS**, in accordance with Government Code Section 65453, on January 5,  
10 2016, the Planning Commission considered, heard public comments on TPM No.  
11 36661; and

12  
13 **WHEREAS**, in accordance with Government Code Section 65453, on January 5,  
14 2016, the Planning Commission considered, heard public comments on, and  
15 recommended that the City Council approve TPM No. 36661; and

16  
17 **WHEREAS**, in accordance with Government Section 65090, on January 14,  
18 2016 the City gave public notice by advertising in the Press Enterprise and by mailing to  
19 property owners and occupants within 500 feet, of the holding of a public hearing at  
20 which the project would be considered by the City Council; and

21  
22 **WHEREAS**, in accordance with Government Code Section 65453, on January  
23 26, 2016 the City Council held a noticed public hearing at which interested persons had  
24 an opportunity to testify in support of, or opposition to TPM No. 36661; and

25  
26 **WHEREAS**, the Community Development Director has reviewed the project's  
27 potential effects on the environment and has recommended that the project is  
28 categorically exempt from the California Environmental Quality Act ("CEQA") under  
29 CEQA Guidelines Section 15315 (Minor Land Division), and that the exceptions to the  
30 categorical exemptions contained in CEQA Guidelines Section 15300.2 are not  
31 applicable to the project; and

32  
33 **NOW THEREFORE**, BE IT RESOLVED, that the City Council of the City of  
34 Hemet does Resolve, Determine, Find, and Order as follows:

35  
36 **SECTION 1. ENVIRONMENTAL FINDINGS.**

37  
38 The Planning Commission, in light of the whole record before it, including but not limited  
39 to, the City's Local CEQA Guidelines and Thresholds of Significance, the  
40 recommendation of the Planning Director as provided in the Staff Report dated January  
41 26, 2016 and documents incorporated therein by reference, and any other evidence  
42 (within the meaning of Public Resources Code § 21080(e) and §21082.2) within the  
43 record or provided at the public hearing of this matter, hereby finds and determines as  
44 follows:  
45

1. **CEQA:** The project is exempt from CEQA under CEQA Guidelines Section 15315 in that the staff report submitted by the Planning Division and other findings made in this Resolution demonstrate that: TPM No. 36661 is generally consistent with the LDR General Plan designation and all applicable General Plan polices as well as with proposed zoning designation; TPM No. 36661 is located within the boundaries of the City of Hemet; the area within TPM No. 36661 comprises less than five acres and has no value as habitat for endangered, rare or threatened species; there is no substantial evidence in the record that TPM No. 36661 will result in significant effects related to traffic, noise, air quality, or water quality; and the site is or can be adequately served by all required utilities and public services. As such, the project meets the criteria for application of a Class 15 Minor Land Division under the CEQA Guidelines.
2. **Multiple Species Habitat Conservation Plan (MSHCP).** The project is located outside of any MSHCP criteria area and mitigation is provided through payment of the MSHCP Mitigation Fee.

**SECTION 2. MAP ACT FINDINGS**

In accordance with Hemet Municipal Code § 70-133 and Government Code § 66473.1, § 66473.5 and § 66474, the Planning Commission, in light of the whole record before it, including but not limited to the Planning Department’s staff report and all documents incorporated by reference therein, the City’s General Plan, Subdivision Ordinance, Page Ranch Planned Community Development, standards for public streets and facilities, and the City’s Single Family Residential Design Guidelines and any other evidence within the record or provided at the public hearing of this matter, hereby finds and determines as follows:

1. Tentative Parcel Map No. 36661 is consistent and compatible with the objectives, policies, general land uses, and programs specified in the City’s General Plan in that:  
  
The property is located in the North Hemet Land Use District of the General Plan. This neighborhood is predominantly characterized by single family residential and multiple family residential communities. The proposed subdivision is consistent with General Plan objectives for the North Hemet Land Use District by providing infill development that is compatible with the existing neighborhoods. The proposed map will result in a two (2) lot subdivision with one (1) existing single family dwelling unit and future development of one (1) single family dwelling unit at a density of 4.18 units per acre. The density level is within the range (2.1-5 du/ac) permitted under the Low Density Residential (LDR).
2. The site is physically suitable for the density of development proposed under Tentative Parcel Map No. 36661, in that:

1 The site is physically suitable for the proposed development of single family  
2 residential development in that the site topography is generally flat, and the  
3 rectangular shape of the site allows for an orderly pattern of accommodating the  
4 construction of single family residences.  
5

- 6 3. The site is physically suitable for the type of development proposed under  
7 Tentative Parcel Map No. 36661, in that:

8  
9 The site is generally rectangular in shape and flat, and consists of approximately  
10 0.40 acres. The subdivision has been designed to accommodate the  
11 development of single family residential homes that meet the provisions of the R-  
12 1-7.2 (Single Family Residential 7,200 sq. ft. min) zone.  
13

- 14 4. The design of the subdivision and improvements proposed under Tentative  
15 Parcel Map No. 36661, is not likely to cause substantial environmental damage  
16 or substantially and avoidably injure fish or wildlife or their habitat in that:

17  
18 The design of the subdivision is in conformance with the City's General Plan,  
19 Zoning, and Subdivision Ordinance, subject to the approval of Zone Change No.  
20 15-003. The construction of a unit on the site has been conditioned to comply  
21 with all applicable City of Hemet ordinances, codes, and standards including, but  
22 not limited to, the California Uniform Building Code, the City's Ordinances  
23 relating to stormwater runoff management and controls. The City's ordinances,  
24 codes, and standards have been created based on currently accepted standards  
25 and practices for the preservation of the public health, safety and welfare.  
26

27 The site is currently occupied by a single story, single family residence  
28 constructed in 2015. The entire site is disturbed and does not contain any  
29 significant vegetation. There is no evidence that any endangered, threatened or  
30 listed species of plant or animal, or its habitat, is located on the site. There is no  
31 evidence that vernal pool complex, similar bodies of water, or conditions suitable  
32 for forming such bodies of water exist on the site.  
33

34 The project is located outside of any MSHCP criteria area and mitigation is  
35 provided through payment of the MSHCP Mitigation Fee.  
36

- 37 5. The design of the subdivision and improvements proposed under Tentative  
38 Parcel Map No. 36661 is not likely to cause serious public health problems in  
39 that:

40  
41 The design of the subdivision is in conformance with the City's General Plan,  
42 Zoning, and Subdivision Ordinance, subject to the approval of Zone Change No.  
43 15-003. The construction of a unit on the site has been conditioned to comply  
44 with all applicable City of Hemet ordinances, design guidelines, codes, and  
45 standards, including, but not limited to, the California Uniform Building Code and

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**CITY COUNCIL RESOLUTION BILL No. 16-004**  
**TENTATIVE PARCEL MAP NO. 36661**

1 the City's Ordinances relating to stormwater run-off management and controls.  
2 In addition, the design and construction of all improvements for the subdivision  
3 has been conditioned to be in conformance with adopted City standards and  
4 ordinances. The City's ordinances, codes and standards have been created  
5 based on currently accepted standards and practices for the preservation of  
6 public health, safety and welfare.  
7

- 8 6. The design of the subdivision and improvements proposed under Tentative  
9 Parcel Map No. 36661, will not conflict with easements, acquired by the public at  
10 large, for access through or use of, property within the proposed subdivision in  
11 that:

12  
13 There is no indication of easements of record or easements established by  
14 judgment of a court of competent jurisdiction for public access across the site  
15 that have not been accommodated by the design of the subdivision, and the City  
16 does not otherwise have any constructive or actual knowledge of any such  
17 easements.  
18

- 19 7. The design of the subdivision proposed Tentative Parcel Map No. 36661,  
20 adequately provides for future passive or natural heating and cooling  
21 opportunities in the subdivision in that:

22  
23 The proposed subdivision accommodates a future single family residence that  
24 can take advantage of passive or natural heating and cooling opportunities by  
25 means of architectural features of the buildings, and the provision of landscape  
26 areas that supplement these opportunities.  
27  
28

29 **SECTION 3. CITY COUNCIL ACTIONS.**  
30

31 Based on the foregoing findings, and on substantial evidence in the whole of the record,  
32 the City Council hereby takes the following actions:  
33

- 34 1. **Notice of Exemption.** In accordance with Public Resources Code Section  
35 21152(b) and CEQA Guidelines Section 15062 the Planning Commission hereby  
36 approves a categorical exemption for the project under CEQA Guidelines Section  
37 15315 and directs the Community Development Director to prepare and file with  
38 the Clerk for the County of Riverside a notice of exemption as provided under  
39 Public Resources Code Section 21152(b) and CEQA Guidelines Section 15062.  
40  
41 2. **Approve Tentative Parcel Map.** Tentative Parcel Map No. 36661 as shown in  
42 Exhibit 1A is hereby approved subject to the Conditions of Approval attached  
43 hereto and incorporated herein by reference as Exhibit 1B.  
44  
45

**PASSED, APPROVED AND ADOPTED** this 26<sup>th</sup> day of January, 2016

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CITY COUNCIL RESOLUTION BILL No. 16-004  
TENTATIVE PARCEL MAP NO. 36661

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ATTEST:

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

\_\_\_\_\_  
Bonnie Wright, Mayor

APPROVED AS TO FORM:

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

**CITY COUNCIL RESOLUTION BILL No. 16-004  
TENTATIVE PARCEL MAP NO. 36661**

Page 6 of 7

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

I, Sarah McComas, City Clerk of the City of Hemet, do hereby certify that the foregoing Resolution is the actual Resolution adopted by the City Council of the City of Hemet and was passed at a regular meeting of the City Council on the 26th day of January, 2016 by the following vote:

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

---

Sarah McComas, City Clerk

# Exhibit No. 2A

Tentative Parcel Map  
No. 36661

City Council Meeting of  
January 26, 2016

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

# TENTATIVE PARCEL MAP NO. 36661

PREPARED SEPTEMBER 2015

Revisions:				
No.	Date	By	Description	Approved
1	11.4.15	R.F.T.	MADE REVISIONS FROM DEVELOPMENT REVIEW COMMITTEE COMMENTS	

**OWNER/DEVELOPER:**

HABITAT FOR HUMANITY HEMET SAN JACINTO AFFILIATE, INC  
328 N. STATE STREET, UNIT D  
HEMET, CA 92543  
PHONE: (951) 858-0235

**SITE ADDRESS:**

354 NORTH PALM AVE  
HEMET, CA 92545

**ASSESSOR'S PARCEL NUMBER:**

443-101-057

**LOT AREAS**

PARCEL 1=8,736.00 S.F. NET  
PARCEL 2=9,944.01 S.F. NET  
GROSS ACREAGE=20,800.01 S.F.

**LEGAL DESCRIPTION:**

THE WESTERLY 200 FEET, AS MEASURED FROM THE CENTERLINE OF PALM AVENUE, OF THE NORTHERLY 174 FEET OF THE SOUTH HALF OF THE SOUTH HALF FARM LOT 181 OF THE LANDS OF THE SAN JACINTO LAND ASSOCIATION, AS SHOWN BY MAP IN BOOK 8, PAGE 357 OF MAPS, RECORDS OF SAN DIEGO COUNTY, CALIFORNIA.

**TOPOGRAPHY SOURCE:**

GROUND TOPOGRAPHIC SURVEY BY GW ENGINEERING, INC. DATED APRIL 2013

**BASIS OF BEARINGS:**

THE BASIS OF BEARING FOR THIS PROJECT IS THE CENTERLINE OF PALM AVENUE TAKEN AS NORTH 00°05'00" EAST PER TRACT MAP NUMBER 8235 RECORDED IN M.B. 94/74-75 RECORDS OF RIVERSIDE COUNTY, CALIFORNIA.

**BENCHMARK:**

RIVERSIDE COUNTY 3 INCH ALLUMINUM DISC STAMPED "10-10-2" SET MARCH 1982 AT THE SOUTH EAST CORNER OF MENLO AVE AND SANDERSON AVE, 66.0 FEET EAST OF SANDERSON AVENUE, 54.5 FEET NORTHEAST OF P P 21 78 127E; 82.4 FEET WEST OF P.P. 1976314E; 1.1 FEET NORTH OF A 2.5 FOOT HIGH CONCRETE BLOCK WALL AT THE BEGINNING OF THE CORNER CUT BACK OF MENLO AVE; SET FLUSH IN CONCRETE CYLINDER SET IN A.C.

ELEVATION= 1522.796 (NGVD 29)

POR LOT 181 S.J.L.A  
(T.5S., R.1W., SEC.10, SBM)



THOMAS BROS. PG. 810, COORD. J-6, 2012 EDITION

**PLANNING NOTES:**

1. THIS SITE IS NOT IN A KNOWN SPECIFIC PLAN
2. THIS SITE IS NOT IN A KNOWN COMMUNITY SERVICES DISTRICT
3. THIS SITE IS IN FLOOD ZONE "X" PER COMMUNITY PANEL NO. D60253-1488 G DATED: AUGUST, 28 2008. NORTH PALM AVENUE ADJACENT TO SITE IS AN AREA OF 1% ANNUAL CHANCE FLOOD WITH AVERAGE DEPTHS OF LESS THAN 1 FOOT OR WITH DRAINAGE AREAS OF LESS THAN 1 SQUARE MILE
4. THIS SITE IS NOT SUBJECT TO KNOWN LIQUEFACTION OR OTHER GEOLOGIC HAZARD AND IS NOT IN A SPECIAL STUDIES ZONE
5. THIS SITE IS NOT SUBJECT TO KNOWN OVERFLOW, INUNDATION, OR FLOOD HAZARD
6. THIS EXHIBIT INCLUDES THE ENTIRE CONTIGUOUS OWNERSHIP OF THE LAND OWNER
7. TWO HOMES ARE PROPOSED AT THIS TIME
8. ALL EXISTING FACILITIES ON SITE ARE SHOWN
9. NO KNOWN WELLS ON THE SITE
10. ONE HOUSE EXISTS ON SITE
11. EXISTING ZONING IS R-A-20,000 A ZONE CHANGE TO R-1-7,200 IS PROPOSED
12. EXISTING GENERAL PLAN IS: LOW DENSITY RESIDENTIAL (LDR)

**UTILITIES:**

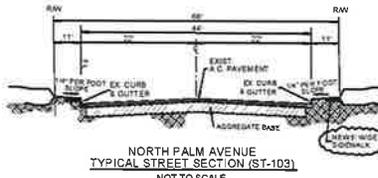
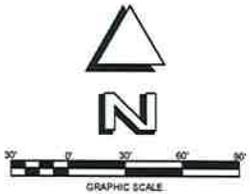
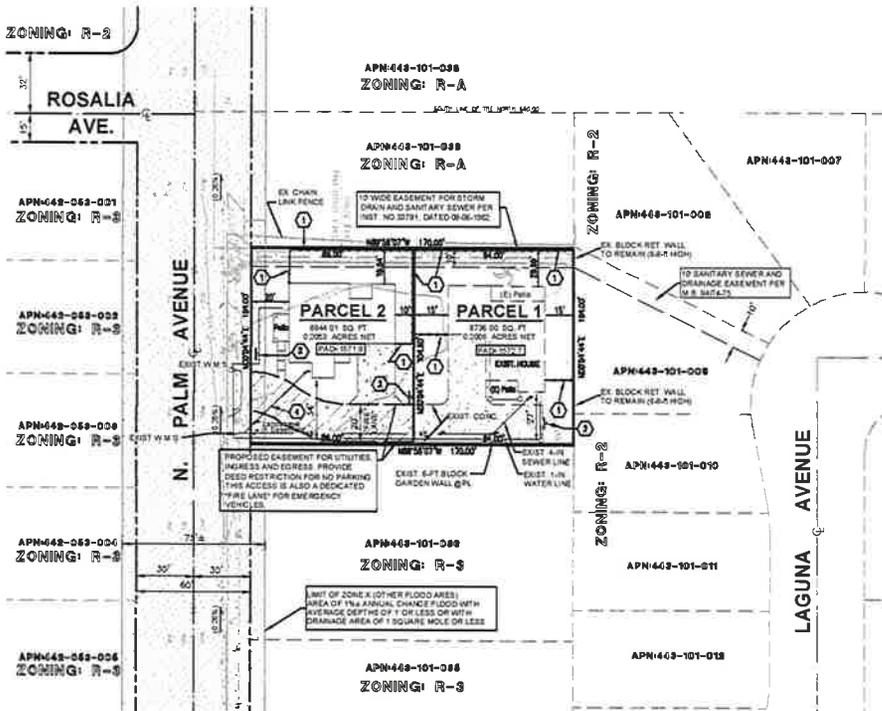
- WATER: CITY OF HEMET
- SEWER: CITY OF HEMET
- GAS: SOUTHERN CALIFORNIA GAS COMPANY (800) 427-2200
- TELEPHONE: VERIZON (800) 888-5448
- ELECTRICAL: SOUTHERN CALIFORNIA EDISON COMPANY (714) 796-9699
- SCHOOL DISTRICT: HEMET UNIFIED (951) 487-7722
- FIRE PROTECTION: CITY OF HEMET

**EASEMENT NOTES:**

1. ALL EASEMENTS FOR CROSS LOT UTILITIES SHALL BE SHOWN ON THE FINAL MAP.
2. THE COMMON ACCESS DRIVEWAY SHALL BE SHOWN ON THE FINAL MAP AS A RECIPROCAL ACCESS EASEMENT THAT IS A RESTRICTED "FIRE LANE" WITH NO PARKING ALLOWED. A "DEED RESTRICTION" FOR SAID "FIRE LANE" SHALL ALSO BE RECORDED FOR EACH LOT.
3. A BLANKET DRAINAGE EASEMENT FOR "CROSS LOT DRAINAGE" ALLOWING RUN-OFF FROM PARCEL 1 TO FLOW ACROSS PARCEL 2 TO NORTH PALM AVENUE SHALL BE NOTED ON THE FINAL MAP.

**CONSTRUCTION NOTES:**

1. PROP. 6' HIGH WOOD FENCE PER CITY STANDARD
2. INSTALL "NO PARKING-FIRE LANE CVC 22500" SIGNS PER CITY STD.
3. PROP. 1-inch DOMESTIC WATER LINE
4. PROP. 4-inch SEWER LATERAL



48 11/15/15 11:35 AM  
 THE INFORMATION CONTAINED HEREIN IS FOR INFORMATIONAL PURPOSES ONLY AND DOES NOT CONSTITUTE AN OFFER OF ANY FINANCIAL PRODUCT OR SERVICE.  
 11/15/15 11:35 AM

<b>LEGEND</b> CENTERLINE PROPERTY LINE ADJACENT PROPERTY LINE EDGE OF PAVEMENT EXIST. CURB & GUTTER EXIST. A.C. DRIVE CHAIN LINK FENCE EXISTING WOOD FENCE EXISTING MAJOR CONTOUR EXISTING MINOR CONTOUR EXISTING SEWER LINE EXISTING WATER LINE EXISTING FIRE HYDRANT EXISTING STREET LIGHT EXISTING TREES EXISTING SEWER MANHOLE EXISTING RET. WALL EXISTING POWER POLE EXISTING POWER POLE ANCHOR EXISTING WATER VALVE EXISTING WATER METER PROP. CONCRETE PROPOSED RESIDENCE SINGLE STORY PROPOSED ACCESS/UTILITY ESMT.	Principal 	Prepared Under The Supervision Of: THOMAS BROS. 387 SOUTH SAN JACINTO AVE. SAN JACINTO, CA 92588 PHONE: (951) 858-0235 FAX: (951) 858-0236 WEB: www.thomasbros.com	CITY OF HEMET TENTATIVE PARCEL MAP NO. 36661 FOR HABITAT FOR HUMANITY PRELIM. REVIEW NO. 15-011	Sheet No. 1 OF 1 SHEET
		Date: _____ Reviewed By: _____ Date: _____		AS NOTED THOMAS BROS. PG. 810, COORD. J-6, 2012 EDITION

# Exhibit No. 2B

## TPM36661 Conditions of Approval

City Council Meeting of  
January 26, 2016



## CITY OF HEMET

### DRAFT CONDITIONS OF APPROVAL

**CITY COUNCIL DATE:** January 26, 2016  
**PLANNING COMMISSION DATE:** January 5, 2016

**PROJECT NO.:** Tentative Parcel Map No. 36661 (MAP No. 15-009)  
**OWNER/APPLICANT:** Habitat for Humanity  
**ENGINEER:** Richard Thomsen – The Thomsen Company, Inc.  
**LOCATION:** 354 North Palm Avenue  
**OCCUPANCY:** This project has been reviewed as a/an **R Occupancy**; any other use will require further review.

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

#### STANDARD CONDITIONS

The following conditions of approval were approved by the City Council (Resolution No. 3523) as standard conditions of approval for all projects. Questions regarding compliance with these conditions should be directed to the Planning Department at (951) 765-2375.

#### General Requirements:

1. **Tentative Parcel Map No. 36661** shall become null and void on **January 26, 2018** (two calendar years from the date of City Council approval), unless the final map is approved by the City Council and recorded with the County of Riverside and unless use in reliance on the approved Tentative Parcel Map is established prior to the expiration date. A time extension may be granted by the Planning Commission in accordance with Hemet Municipal Code and the Subdivision Map Act, provided a written request for a time extension is submitted the Planning Division prior to the expiration date. No formal notice of expiration will be given by the City.
2. Approval of **Tentative Parcel Map No. 36661** shall become effective on **March 10, 2016** (30 calendar days after the second reading of the Zone Change Ordinance action by the City Council).

3. The conditions of approval of this project shall supersede all conflicting notations, specifications, dimensions, typical sections, and the like, which may be shown on the tentative project plans.
4. This project site shall be developed in accordance with the approved plan(s) and the conditions contained herein.
5. This project shall comply with all sections of the Zoning Ordinance, Subdivision Ordinance and all other applicable Local, State and Federal laws and regulations in effect at the time of the building permit application and/or time of recordation, including the I.C.B.O. California Building Code, California Fire Code, and City and State Handicapped Accessibility Requirements (California Code of Regulations, Title 24).
6. The applicant shall be subject to all applicable development fees at the rate in effect at the time of building permit application. Such fees may include, but not be limited to: Development Impact Fees, Park Fees, School Fees, Master Plan Storm Drainage Fees, Transportation Uniform Mitigation Fees, Permit and Plan Checking Fees, Water and Sewer Service Fees, Capital Facility Fees, Multiple Species Habitat Conservation Plan and Stephen's Kangaroo Rat Fees.
7. All interior residential streets shall have parkways adjacent to curb. Street trees shall be planted at a minimum of one (1) tree for every 40 feet of street frontage. Parkway area of R.O.W. shall include the installation of ground cover (planted a minimum of 12-inches on-center) and the installation of automated irrigation. Maintenance of the street trees shall be through a Lighting Landscaping & Maintenance District (L&LMD) or alternative maintenance mechanism acceptable to the City.
8. The applicant shall indemnify, protect, defend, and hold harmless, the City, and/or any of its officials, officers, employees, agents, departments, agencies, and instrumentalities thereof, from any and all claims, demands, law suits, writs of mandamus, and other actions and proceedings (whether legal, equitable, declaratory, administrative or adjudicatory in nature), and alternative dispute resolutions procedures (including, but not limited to arbitrations, mediations, and other such procedures), (collectively "Actions"), brought against the City, and/or any of its officials, officers, employees, agents, departments, agencies, and instrumentalities thereof, that challenge, attack, or seek to modify, set aside, void, or annul, the any action of, or any permit or approval issued by, the City and/or any of its officials, officers, employees, agents, departments, agencies, and instrumentalities thereof (including actions approved by voters of the City), for or concerning the project, whether such Actions are brought under the California Environmental Quality Act, the Planning and Zoning Law, the Subdivisions Map Act, Code of Civil Procedure Section 1085 or 1094.5, or any other state, federal, or local statute, law, ordinance, rule, regulation, or any decision of a court of

competent jurisdiction. It is expressly agreed that the City shall have the right to approve, which approval will not be unreasonably withheld, the legal counsel providing the City's defense, and that applicant shall reimburse City for any costs and expenses directly and necessarily incurred by the City in the course of the defense. City shall promptly notify the applicant of any Action brought and City shall cooperate with applicant in defense of the Action.

**Subdivisions:**

9. The developer shall install U.S. Postal Service approved neighborhood mailboxes prior to occupancy.

**Environmental:**

10. During grading or construction, should any archaeological artifacts be discovered, the Planning Division shall be notified immediately, and all work shall cease until a qualified archaeologist, approved by the Planning Division and financed by the applicant, has examined the artifacts and the site and submitted findings and recommendations directly to the Planning Division. Any further release of the information to any and all parties shall be only at the direction of the Planning Division. Recommencement of construction shall be upon approval of the Planning Division.
11. Prior to any grading or drainage activity, a grading and/or drainage plan shall be prepared and submitted to the City Engineer for review and approval. No grading or drainage work shall occur without a grading permit and/or the permission of the City Engineer.
12. If paleontological resources are encountered during grading, ground disturbance activities shall cease so a qualified paleontological monitor can evaluate any paleontological resources exposed during the grading activity. If paleontological resources are encountered, adequate funding shall be provided to collect, curate and report on these resources to ensure the values inherent in the resources are adequately characterized and preserved. Collected specimens will be sent to the appropriate authorities for collection.
13. If human remains are encountered on the property, then the Riverside County Coroner's Office MUST be contacted within 24 hours of the find, and all work halted until a clearance is given by that office and any other involved agencies. If it is determined that the remains might be those of a Native American, the California Native American Heritage Commission and the Soboba Band of Luiseno Indians shall be notified and appropriate measures provided by State law shall be implemented.

## **PLANNING DEPARTMENT CONDITIONS**

***Please contact the Planning Division for compliance with the following conditions:***

14. Prior to the recordation of the Final Parcel Map, the applicant shall show a 20' wide common access driveway that provides reciprocal access to parcels 1 and 2.
15. Prior to the recordation of the Final Parcel Map, the applicant shall record a deed restriction restricting parking in the "fire lane".

## **BUILDING DEPARTMENT CONDITIONS**

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

16. All new structures shall be designed in conformance to the latest design standards adopted by the State of California in the California Building Standards Code, Title 24, California Code of Regulations (CBC, CEC, CMC, CPC and Green Building Standards) and City of Hemet Ordinances including requirements for allowable area, occupancy separations, fire suppression systems, etc. The proposed park site shall comply with the latest currently adopted California Code of Regulations, Title 24, Chapter 11B for accessibility standards for the disabled access.
17. Smoke detectors shall be installed in accordance with California Building Code, Section 1210.12.
18. The electrical, plumbing and mechanical systems shall be in accordance with applicable adopted codes.

### **Agency Approvals:**

19. Prior to the issuance of a building permit, City of Hemet Water Division approval shall be obtained.

### **General:**

20. The proposed new development may be subject to the payment of School Fees as required by law. The applicant is required to submit a Certificate of Compliance from the school district(s) to obtain building permits from the City.

**Security:**

21. All exterior doors shall be constructed of solid wood core, minimum of 1 and 3/4-inch thick or of metal construction.
22. Doors utilizing a cylinder lock shall have a minimum five (5) pin tumbler operation with the locking bar or bolt extending into the receiving guide a minimum of 1-inch.
23. All exterior sliding glass doors or windows shall be equipped with metal guide tracks at the top and bottom and shall be constructed so that the door or window cannot be lifted from the track when in the closed or locked position.

**ENGINEERING DEPARTMENT CONDITIONS**

***Please contact the PUBLIC WORKS-ENGINEERING DEPARTMENT for compliance with the following conditions:***

**General:**

24. When changes to the approved Tentative Parcel Map are proposed, a Substantial Compliance Exhibit shall be submitted for review and approval of the City Engineer and Community Development Director.
25. The applicant shall coordinate with affected utility companies and obtain any permits as necessary for the development of this project.
26. Where survey monuments exist, such monuments shall be protected or shall be referenced and reset, pursuant to Business and Professions Code, Sections 8700 to 8805 (Land Surveyors Act).
27. Monuments shall be provided in accordance with City of Hemet Standard Specifications for Public Works Construction Standard M-900, M-900A, and M-901.
28. Cross-ties shall be set in top of curbs, and tie sheets shall be submitted to the City Engineer before a monument security is released.
29. Prior to issuance of a grading permit, the applicant/developer shall pay all applicable fees for the project (DIF, Master Storm Drain, etc.)
30. Prior to Final Map, digitized drawing files of the Onsite Plans, in a City's compatible CAD system, shall be submitted along with original mylar plans. Also provide PDF file of all City Engineer approved Improvement Plans showing City Engineer's approval signature as well as Private Engineer's approval signature.

31. Easement(s) of record not shown on the Final Map shall be relinquished or relocated. Lots affected by proposed easements or easements of record, which cannot be relinquished or relocated, shall be redesigned.

**Streets:**

32. Any public improvement damaged during construction, including but not limited to curb and gutter, sidewalk, access ramps, paving, trees, and lights, shall be replaced to the satisfaction of the City Engineer. Access ramps to comply with current California Building Code requirements, prior to issuance of a Certificate of Occupancy
33. Prior to issuance of Certificate of Occupancy install driveway approaches in accordance with the City of Hemet Standard Specifications for Public Works Construction, Standards C-208, C-209, and C-210A. In accordance with City of Hemet Resolution No. 1783, driveway widths and locations shall be approved by the City Engineer.

**Drainage:**

34. Prior to issuance of Building Permit, the Applicant shall pay the Master Storm Drain Plan fee, at the currently adopted rate.
35. Provide a curb outlet for the existing drainage structure along the northern property line of Parcels 1 & 2 in accordance with City of Hemet Standard Drawing No's D-308 & D-308A.
36. Adequate provisions shall be made to intercept and conduct the drainage flows within and from the site in a manner which will not adversely affect adjacent or downstream properties.

**Water:**

37. Domestic water service will be provided by City of Hemet. The developer shall contact the City of Hemet Water Department and obtain water service prior to the issuance of any Building Permits.
38. Indicate, on the improvement plans, locations and sizes of proposed water service(s) and the connection(s) to the existing water line(s).
39. Installation of water meters shall be in accordance with the City of Hemet Standard Specification for Public Works Construction Standard W-701.

**Sewer:**

40. Domestic sewer service will be provided by City of Hemet. The developer shall contact the City of Hemet and obtain sewer service prior to the issuance of any Building Permits.
41. Install sewer mains and sewer laterals in accordance with City of Hemet Standard Specifications for Public Works Construction Standards S-600, S-600A, S-607, and S-610, It should be noted that there shall be no more than one separate connection per sewer lateral.
42. Install a clean-out at property line in accordance with City of Hemet Standard Specifications for Public Works Construction Standards S-611.
43. The improvement plans shall indicate the locations and sizes of any existing and all proposed sewer laterals.

### **FIRE DEPARTMENT CONDITIONS**

Unless specifically stated herein, these conditions shall not be construed to permit or allow deviation from any Federal or State laws nor any of the local codes and ordinances adopted by this jurisdiction. Please contact the Hemet Fire Department, Fire Prevention Division for any questions regarding compliance with the applicable codes or following conditions:

#### **Agency Approvals:**

44. Prior to the issuance of a building permit written proof shall be provided from the water purveyor that sufficient capacity is available for fire protection. The minimum required fire flow for this project is 1500 GPM @ 20psi residual pressure for a duration of 2 hours, per CFC / IFC Appendix B. Fire flow and flow duration for buildings without automatic fire protection and having an area in excess of 3,600 square feet shall not be less than specified in Table B105.1.
45. The final Conditions of Approval for this project shall be included in any site plan or construction plans submitted for permit issuance. Plans will not be approved without reference to these "conditions".
46. Provision for the storage or handling of hazardous materials, as defined by Federal, State, and Local Law, shall be in accordance with CFC and IFC, Chapter 50 and specific Hazardous Materials in Chapters 51 through 67.
47. Storage and handling of flammable and combustible liquids shall be in accordance with the CFC and IFC, Chapter 57 and NFPA 30 (2012), Flammable and Combustible Liquids Code.

48. Motor fuel dispensing operations and/or facilities and repair garages shall be in accordance with CFC and IFC, Chapter 23.

**Hydrants and Fire Protection Systems:**

49. Prior to combustible construction commencing, install and/or upgrade, as required by the, street (off-site) fire hydrants pursuant to the City of Hemet Standard Specifications for Public Works Construction. Distance between fire hydrants shall not exceed 300 feet without approval from the Fire Marshal. Fire hydrants shall be located within 100 feet of Fire Department Connections (FDC) for Standpipes and Automatic Fire Sprinklers.
50. In accordance with the CFC and IFC Section 507, the water system (mains and hydrants) shall be tested and accepted by the Fire Marshal prior to the commencement of combustible construction. Hydrant markers (Blue Dots) shall be installed pursuant to the City of Hemet Standard Specifications for Public Works.
51. In accordance with the California Residential Code Section 313, CFC and IFC Section 903, a Fire Sprinkler System shall be provided in the residences meeting the requirements of the California Residential Code Section 313 and NFPA 13D.
52. All check valves, post indicator valves, fire department controls, and connections shall be located as required and approved by the Fire Marshal of the City of Hemet. If multiple buildings, each building shall have separate (approved) control valves. A separate permit and approval shall be required for all underground piping for fire protection systems.

**Fire Department Access:**

53. Prior to delivery of combustible materials on site, provide and maintain an all weather surface access roadway 20-feet wide with a 13-foot 6-inch vertical clearance designed to support the imposed loads of fire apparatus in accordance with the CFC and IFC Section 503.1 (dirt or native soil does not meet the minimum standard). The access road shall be reviewed and approved by the City of Hemet Fire Marshal.
54. The minimum turning radius for fire apparatus is 52 feet (outside) and 32 feet (inside). Fire access is required to within 150 feet of all portions of every building unless otherwise approved by the Fire Marshal. CFC and IFC Section 503.1.1
55. Fire Department access roads shall have an unobstructed minimum width of 20 feet where or as otherwise determined by the Fire Marshal in accordance with CFC and IFC Section 503.2.2. & the CFC and IFC Appendix Section D103.

56. Prior to the issuance of a Certificate of Occupancy, "No Parking - Fire Lane" signs, red curbing, street signs and other required markings shall be provided to the specifications of the City of Hemet Fire Marshal in accordance with the CFC and IFC Section 503.3 and California Vehicle Code Section 22500.1.
57. Prior to final inspection, addresses shall be provided on all new and existing buildings in accordance with the CFC and IFC Section 505.
58. In accordance with the CFC and IFC Section 503, security gates if installed, shall be installed with approved automatic devices and/or key switches to allow Fire and Police Department access and egress pursuant to the City of Hemet Municipal Code and Fire Department Standards.
59. Modify driveway and on-site circulation in order to provide additional access for fire apparatus pursuant to CFC and IFC Section 503 (contact the Fire Marshal for specifics).
60. The drive way serving both residences is to be a fire lane a minimum of 20 feet wide and posted for NO PARKING FIRE LANE CVC 22500.1 in a method approved by the Fire Marshal.

**Miscellaneous:**

61. Fire safety during construction and demolition shall comply with CFC and IFC Chapter 33.
62. Access during construction: Access for fire fighting equipment shall be provided to the immediate job site at the start of construction and maintained until all construction is complete. Fire apparatus access roads shall have an unobstructed width of not less than 20 feet and an unobstructed vertical clearance of not less than 13'-6. Fire department access roads shall have an all weather driving surface and support a minimum weight of 73,000 lbs. Access shall be provided to within 150 feet of all portions of combustible construction pursuant to CFC and IFC Chapter 33.
63. Each residence shall have its own water meter with the ability to flow a minimum of 35 gpm with a pressure loss through the meter of not more than 4 psi.
64. The minimum pipe size for the 13D system shall be 1 inch pipe.
65. The audible device for the sprinkler system on the exterior of the structure shall be a horn strobe.
66. The fire lane shall run the entire length of the end of drive on parcel 1.

**END**

# Attachment No. 3

General Plan Land  
Use Designation Map

City Council Meeting of  
January 26, 2016



ZC15-003 & TPM36661  
Habitat for Humanity

GP Map

# Attachment No. 4

## Adjacent Zoning Map

City Council Meeting of  
January 26, 2016



# Attachment No. 5

## Aerial Photograph

City Council Meeting of  
January 26, 2016



ZC15-003 & TPM36661  
Habitat for Humanity

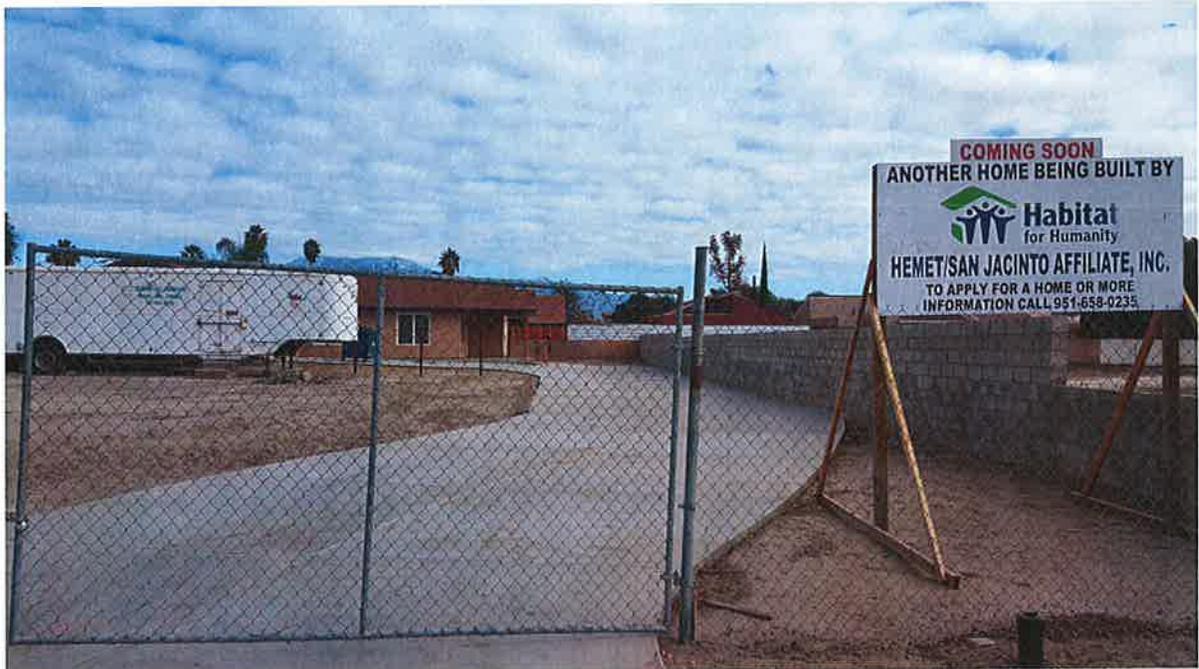
Aerial Map

# Attachment No. 6

Photographs of Site

City Council Meeting of  
January 26, 2016

# Tentative Parcel Map No. 36661 (MAP 15-009) Site Photographs



Looking east from North Palm Avenue at newly constructed residence



Looking north along North Palm Avenue



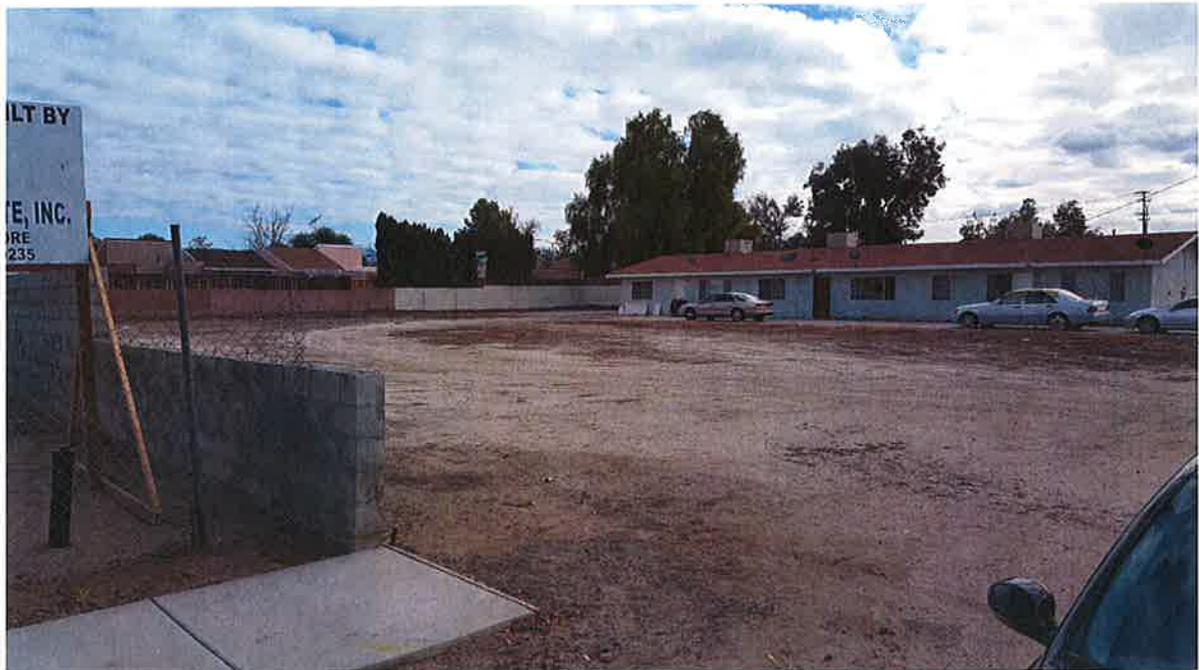
Looking south along North Palm Avenue



Looking east along the northern project boundary



Looking west from project site



Looking east from the southwest corner of the project site



Looking east along the southern boundary between the project site and the southerly parcel

# Attachment No. 7

Letter from Applicant  
dated October 27,  
2015

City Council Meeting of  
January 26, 2016



**October 27, 2015**

**CITY OF HEMET**

**PLANNING DEPARTMENT**

**445 E. FLORIDA AVENUE**

**HEMET, CA 92543**

**Executive Board**

**President**

**Lakshman Koka**

**Vice-President**

Lorena DeLaHuerta

**C.F.O.**

Mary Deanna Cozart

**Secretary**

Vince Record

**Board of Directors**

Pastor John Bung

John Randall

Heayh Patel

**Administrative  
Coordinator**

**Patsy Ann Svete**

*328 N. State Street,  
Unit D*

*Hemet, CA 92543*

*Office: 951-658-0235*

*Fax: 951-305-6017*

**REFERENCE: PROJECT DESCRIPTION LETTER**

To whom it may concern:

This letter is being written to address item number 7 of the "Tentative Parcel Map Submittal Requirements". The intent is to cover the eight questions concerning the suitability of the project relative to the City Standards and Governing Codes.

This is a simple two home infill residential project that is intended to provide housing for low income families in the San Jacinto Valley. There are two hard working American families who are providing "sweat equity" hours to attain the dream of home ownership.

Although the current R-A Zoning would only allow one home at this time, the proposed Change of Zone from the existing Residential Agriculture - 20,000 to R-1-7,200 will facilitate the second home. This action will be in conformance with the General Plan Land Use Designation of Low Density Residential (LDR) and be compatible with the surrounding residential density. Further, the CZ will allow for the two homes on lots larger than the minimum 7,200 square foot requirement of the R-1 Zone.

There is currently one home under construction on the site that is nearing final approval for occupancy. The remaining 8,944 square foot lot area is suitable for the type and density of the proposed subdivision. The existing home will occupy an 8,736 square foot lot upon recording of the Final Parcel Map.

The City of Hemet is the domestic water and sewer utility purveyor with existing 8-inch sewer and 6-inch water lines in North Palm Avenue. There are two existing water meters at the site.



**Executive Board**

**President**

**Lakshman Koka**

**Vice-President**

Lorena DeLaHuerta

**C.F.O.**

Mary Deanna Cozart

**Secretary**

Vince Record

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John Randall

Heayh Patel

**Administrative  
Coordinator**

**Patsy Ann Svete**

328 N. State Street,  
Unit D

Hemet, CA 92543

Office: 951-658-0235

Fax: 951-305-6017

North Palm Avenue is already improved with curb and gutter with an existing concrete driveway which will provide common access to the two homes. There is no storm drain system, as both lots will sheet flow to North Palm Avenue.

There is a 10-foot wide easement for storm drain and sanitary sewer along the north boundary of the site. This area will be protected with no permanent structures being allowed within the easement; only wood fencing shall be constructed.

The proposed phasing has already occurred, with the one house nearing completion and the second home to be constructed after the recording of the Final Parcel Map.

Should there be any further questions as to the scope of our two lot residential project, please do not hesitate to contact me.

Respectfully,

Lakshman Koka

President

**HABITAT FOR HUMANITY Hemet / San Jacinto Affiliate**

# Attachment No. 8

Letter from Gilbert  
Caballero dated  
January 1, 2016

City Council Meeting of  
January 26, 2016

**Gilbert Caballero**  
P. O. Box 855  
Pauma Valley, CA 92061

January 1, 2016

City of Hemet Planning Department  
455 E. Florida Avenue  
Hemet, CA 92543

Reference: Zone Change N0. 15-003 & Tentative Parcel M&P No. 36661  
(Habitat for Humanity)

Dear Planning Commissioner:

I have owned and managed income property in Hemet since 1992. I strongly oppose of this zone change and building of MORE low income housing near my property at 955 & 975 W. Devonshire Avenue. All Hemet property owners should be treated equally. The Habitat for Humanity should not be provided any preferences not allowed to local property owners.

My property value has diminished since the city began catering to low income and non- income individuals. Several times a week I read articles in the Riverside Press Enterprise and the San Diego Tribune that Hemet is facing an investigation from the State Auditor for corruption and financial ruin. Hemet is a high risk city facing a crackdown on waste, fraud and mismanagement.

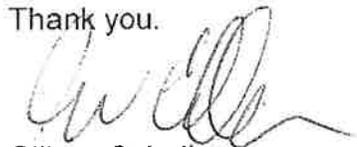
Just about every day there are newspaper articles regarding murders, robberies and drugs in our town. Google "Hemet Gated Ghetto" and find out how the city purchased and provides homes to gang members and their families.

Several income owners have contacted me regarding filing a class action suit against the City of Hemet for damages to our property value. At this time I will not add my rentals to this suit, but if the city continues their quest to ruin the city I will also file suit.

Several years ago Hemet property owners were worried that we would become Moreno Valley or San Bernardino. We have now slipped beneath these cities and were named in the Los Angeles Times as RIVERSIDE WATTS. The City of Hemet continues to cater to gang members and the homeless.

I can be reached at 951-252-7303 or my office number of 760-742-2700.

Thank you.

  
Gilbert Caballero

RECEIVED  
JAN 04 2016  
PLANNING DEPT

# Attachment No. 9

Planning Commission  
Resolution Bill No.  
16-001

City Council Meeting of  
January 26, 2016



CITY OF HEMET  
Hemet, California

PLANNING COMMISSION  
RESOLUTION NO. 16-001

“A RESOLUTION OF THE PLANNING COMMISSION OF THE CITY OF HEMET, CALIFORNIA, RECOMMENDING THE CITY COUNCIL APPROVE ZONE CHANGE NO. 15-003 TO CHANGE THE ZONING FROM R-A (RESIDENTIAL AGRICULTURE) TO R-1-7.2 (SINGLE FAMILY RESIDENTIAL 7,200 SQ. FT. MIN.) LOCATED AT 354 NORTH PALM AVENUE (APN: 443-101-037).”

WHEREAS, on November 24, 2015 an application for Zone Change No. 15-003 has been duly filed by:

Owner/Applicant: Habitat for Humanity  
Engineer: Richard Thomsen – The Thomsen Company, Inc.  
Project Location: 354 North Palm Avenue  
AP Number: 443-101-037  
Lot Area: 0.40 Acres; and

WHEREAS, the Planning Commission has the authority per section 90-41 *et seq.* of the Hemet Municipal Code to review and make a recommendation to the City Council regarding proposed Zone Change 15-003 to allow the zone change from R-A (Residential Agriculture) to R-1-7.2 (Single Family Residential 7,200 sq. ft. min.); and

WHEREAS, on December 24, 2015, the City gave public notice by advertising in the Press Enterprise and by mailing to property owners within 500 feet, of the holding of a public hearing at which the project would be considered by the Planning Commission; and

WHEREAS, on January 5, 2016, the Planning Commission held the noticed public hearing at which interested persons had an opportunity to testify in support of, or opposition to, the proposed Zone Change and at which time the Planning Commission considered the Zone Change, and

WHEREAS, staff has determined that the project is consistent with the EIR adopted for the Comprehensive General Plan Update adopted by the City Council on January 24, 2012 and is, therefore, exempt from further review under the California Environmental Quality Act (“CEQA”) pursuant to CEQA Guidelines Section 15162 (Subsequent EIR’s and Negative Declarations), and that the exceptions to the

1 categorical exemptions contained in CEQA Guidelines Section 15300.2 are not  
2 applicable to the project.

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

7 **SECTION 1: ENVIRONMENTAL FINDINGS**  
8

9 The Planning Commission, in light of the whole record before it, including but not limited  
10 to, the City's Local CEQA Guidelines and Thresholds of Significance, the  
11 recommendation of the Community Development Director as provided in the Staff  
12 Report dated January 5, 2016 and documents incorporated therein by reference, and  
13 any other evidence (within the meaning of Public Resources Code §21080(e) and  
14 §21082.2) within the record or provided at the public hearing of this matter, hereby finds  
15 and determines as follows:  
16

- 17 1. **CEQA.** The City Council approved a resolution certifying the Final Program EIR  
18 for the Comprehensive General Plan 2030 update by Resolution No. 4474 on  
19 January 24, 2012, and a Notice of Determination was filed in accordance with  
20 CEQA requirements on January 26, 2012. The Planning staff believes that the  
21 proposed zone change is consistent with the previously adopted Comprehensive  
22 General Plan Update and Environmental Impact Report and, pursuant to Section  
23 15162 of the CEQA Guidelines, no further review is required.  
24  
25 2. **Multi-Species Habitat Conservation Plan (MSHCP).** The project is located  
26 outside of any MSHCP criteria area and mitigation is provided through payment  
27 of the MSHCP Mitigation Fee.  
28  
29

30 **SECTION 2: REQUIRED ZONE CHANGE FINDINGS**  
31

32 Pursuant to Hemet Municipal Code Section 90-41.5 (b) and in light of the record before  
33 it including the staff report dated January 5, 2016, and all evidence and testimony heard  
34 at the public hearing of this item, the Planning Commission hereby finds as follows:  
35

- 36 1. **That the proposed change of zone is in conformance with the latest  
37 adopted general plan for the city;**  
38

39 *Changing the zone from R-A (Residential Agriculture) to R-1-7.2 (Single Family  
40 Residential 7,200 sq. ft. min.) is consistent with the current General Plan Land  
41 Use. Table 2.2 City of Hemet General Plan 2030 identifies the relationship  
42 between Hemet's Zone Districts and the General Plan Land Use Designations.  
43 The current land use designation for the subject property is Low Density  
44 Residential 2.1 – 5.0 dwelling units per acre.*  
45

- 1 2. That the streets in the area are adequate to handle potential traffic  
2 generated by the change of zone; and  
3

4 *The project is not anticipated to cause an increase in traffic in relation to the*  
5 *existing traffic load and capacity of the existing street system. The proposed*  
6 *project is not anticipated to result in exceeding, either cumulatively or individually,*  
7 *a level of service standard established by the County congestion management*  
8 *agency for designated roads or highways.*  
9

- 10 3. That the proposed change of zone is compatible with adjacent zoning.  
11

12 *The proposed Zone Change to R-1-7.2 (Single Family Residential 7,200 sq. ft.*  
13 *min.) is compatible with the existing single family residences located to the north,*  
14 *east and west. The surrounding zones include R-A (Residential Agriculture), R-2*  
15 *(Multiple Family Residential) and R-3 (Multiple Family Residential); however the*  
16 *surrounding zones will change to single family residential under the General Plan*  
17 *Consistency Zoning update. The proposed zone change will bring the property*  
18 *into consistency with the 2012 General Plan.*  
19

20 **SECTION 3: Planning Commission Action**  
21

22 The Planning Commission hereby takes the following action:  
23

- 24 1. Recommend to the City Council approval of Zone Change No. 15-001, a request  
25 to change the zone from R-A (Residential Agriculture) to R-1-7.2 (Single Family  
26 Residential 7,200 sq. ft. min.).  
27

28 **PASSED, APPROVED AND ADOPTED** this January 5<sup>th</sup>, 2016, by the following  
29 vote:  
30

31 **AYES:** Chairman Gifford, Commissioners Overmyer and Wilhelm

32 **NOES:**

33 **ABSTAIN:**

34 **ABSENT:** Commissioner Vasquez

35 **RECUSED:** Vice Chair Perciful  
36  
37  
38



39 John Gifford, Chairman  
40 Hemet Planning Commission

41  
42 **ATTEST:**

43   
44 \_\_\_\_\_  
45 Gabriela Hernandez, Records Secretary  
46 Hemet Planning Commission

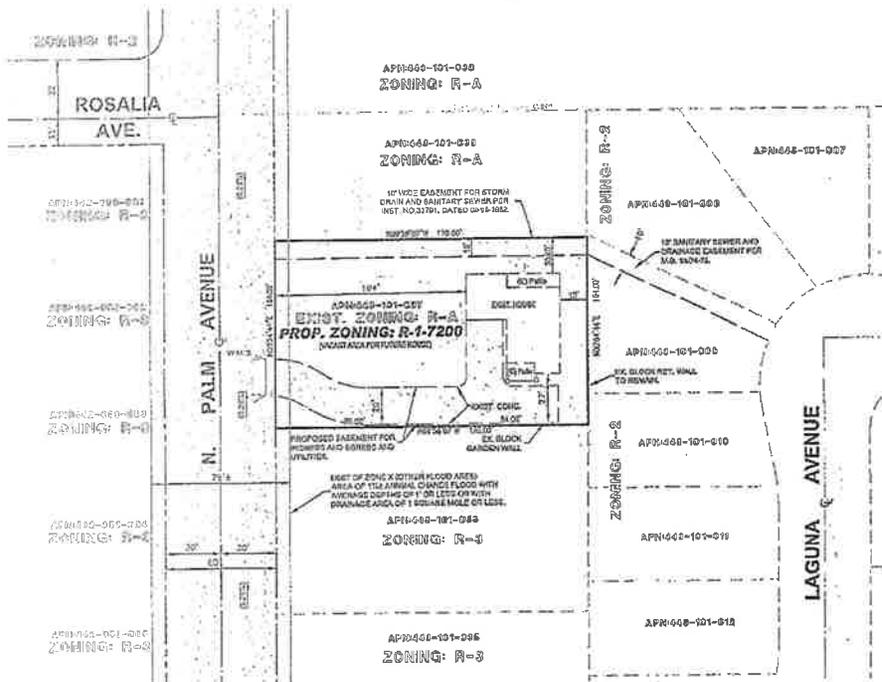
**Exhibit No. 1A**

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

**CHANGE OF ZONE PLAT**

CASE NUMBER 15-011  
PREPARED NOVEMBER 2015

Revisions:			
No.	Date	By	Describe
1	12/15/15	RLT	ADDED PROPOSED ZONING TO LOT



- PLANNING NOTES:**
1. THIS SITE IS NOT IN A KNOWN SPECIFIC PLAN.
  2. THIS SITE IS NOT IN A KNOWN COMMUNITY SERVICES DISTRICT.
  3. THIS SITE IS IN FLOOD ZONE "X" PER COMMUNITY PANEL NO. 030255-14969 DATED: AUGUST, 20 2008. NORTH PALM AVENUE ADJACENT TO SITE IS AN AREA OF 1% ANNUAL CHANCE FLOOD WITH AVERAGE DEPTHS OF LESS THAN 1 FOOT OR WITH DRAINAGE AREAS OF LESS THAN 1 SQUARE MILE.
  4. THIS SITE IS NOT SUBJECT TO KNOWN LIQUEFACTION OR OTHER GEOLOGIC HAZARD AND IS NOT IN A SPECIAL STUDIES ZONE.
  5. THIS SITE IS NOT SUBJECT TO KNOWN OVERTFLOW, INUNDATION, OR FLOOD HAZARD.
  6. THIS EXHIBIT INCLUDES THE ENTIRE CONTIGUOUS OWNERSHIP OF THE LAND OWNER.
  7. TWO HOMES ARE PROPOSED AT THIS TIME.
  8. ALL EXISTING FACILITIES ON SITE ARE SHOWN.
  9. NO KNOWN WELLS ON THE SITE.
  10. ONE HOUSE EXISTS ON SITE.
  11. EXISTING ZONING IS R-1-7200. A ZONE CHANGE TO R-1-7200 IS PROPOSED.
  12. EXISTING GENERAL PLAN IS: LOW DENSITY RESIDENTIAL.

- UTILITIES:**
- WATER: CITY OF HEMET
  - SEWER: CITY OF HEMET
  - GAS: SOUTHERN CALIFORNIA GAS COMPANY (800) 427-2200
  - TELEPHONE: VERIZON (800) 588-6448
  - ELECTRICAL: SOUTHERN CALIFORNIA EDISON COMPANY (714) 738-9999
  - SCHOOL DISTRICT: HEMET UNIFIED (951) 497-7722
  - FIRE PROTECTION: CITY OF HEMET

**OWNER/APPLICANT**

HABITAT FOR HUMANITY HEMET SAN JACINTO AFFILIATE, INC.  
328 N. STATE STREET, UNIT D  
HEMET, CA. 92343

**SITE ADDRESS:**

354 NORTH PALM AVE.  
HEMET, CA 92345

**ASSESSOR'S PARCEL NUMBER:**

443-014-037

**LOT AREAS**

PARCEL 1=2,730.00 S.F. NET  
PARCEL 2=6,841.01 S.F. NET  
GROSS ACREAGE=26.60011 A.C.

**LEGAL DESCRIPTION:**

THE WESTERLY 300 FEET, AS MEASURED FROM THE CENTERLINE OF PALM AVENUE, OF THE NORTHERLY 175 FEET OF THE SOUTH HALF OF THE SOUTH HALF FARM LOT 181 OF THE LANDS OF THE SAN JACINTO LAND ASSOCIATION, AS SHOWN BY MAP IN BOOK 3, PAGE 297 OF MAPS, RECORDS OF SAN DIEGO COUNTY, CALIFORNIA.

**EXISTING ZONING**

RESIDENTIAL AGRICULTURE (MIN. 20,000 S.F.)

**PROPOSED ZONING**

R-1-7,200 S.F. MIN.

**EXISTING/PROPOSED GENERAL PLAN**

LOW DENSITY RESIDENTIAL

POR. LOT 181 S.J.L.A.  
(T.5S., R.1W., SEC.10, SBM)

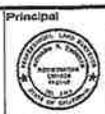


**BENCHMARK:**  
RIVERSIDE COUNTY 3 INCH ALUMINUM DISC STAMPED "11-10-2" RESET MARCH 1992 AT THE SOUTH EAST CORNER OF MENLO AVE. AND SANDERSON AVE; 88.0 FEET EAST OF SANDERSON AVENUE, 54.8 FEET NORTHEAST OF P.P. 2147000; 82.4 FEET WEST OF P.P. 1879348; 1.1 FEET NORTH OF A 2.5 FOOT HIGH CONCRETE BLOCK WALL AT THE BEGINNING OF THE CORNER CUT BACK OF MENLO AVE; SET FLUSH IN CONCRETE CYLINDER SET IN A.C.  
ELEVATION= 1522.789 (NOV0 23)

**TOPOGRAPHY SOURCE:**  
GROUND TOPOGRAPHIC SURVEY BY GW ENGINEERING, INC. DATED APRIL 2015

**BASES OF BEARINGS:**  
THE BASIS OF BEARING FOR THIS PROJECT IS THE CENTERLINE OF PALM AVENUE TAKEN AS NORTH SUDONY EAST PER TRACT MAP NUMBER 2008 RECORDED IN N.E. 147670 RECORDS OF RIVERSIDE COUNTY, CALIFORNIA.

LEGEND	
	CENTERLINE
	PROPERTY LINE
	ADJACENT PROPERTY LINE
	EDGE OF PAVEMENT
	EXPOSED CURB & GUTTER
	CHAIN LINK FENCE
	EXISTING WOOD FENCE
	EXISTING HAICR CONTOUR
	EXISTING MINOR CONTOURS
	EXISTING SEWER LINE
	EXISTING WATER LINE
	EXISTING FIRE HYDRANT
	EXISTING STREET LIGHT
	EXISTING TREES
	EXISTING SEWER MANHOLE
	EXISTING RET. WALL
	EXISTING POWER POLE
	EXISTING POWER POLE ANCHOR
	EXISTING WATER VALVE
	EXISTING WATER METER
	PROP. CONCRETE
	PROPOSED RESIDENCE
	SINGLE STORY



Prepared Under The Supervision Of:  
**Robert E. Thomsen**  
REGISTERED PROFESSIONAL LAND SURVEYOR AND REGISTERED CIVIL ENGINEER  
Date: \_\_\_\_\_  
Reviewed By: \_\_\_\_\_  
Date: \_\_\_\_\_  
City of Hemet

**THE THOMSEN COMPANY, INC.**  
2547 SOUTH SAN JACINTO AVE. SAN JACINTO, CA 92583  
PHONE (951) 653-7676 FAX (951) 653-7677  
WWW.THOMSEN-CO.COM  
AS NOTED  
DATE: NOV. 2015

CITY OF HEMET  
**CHANGE OF ZONE**  
FOR  
HABITAT FOR HUMANITY

Sheet No. 1  
OF 1 SHEET  
File No.

CASE # ZC 15-003 (TTM 36661)  
PROJECT: 354 N Palm Ave  
PLANNER: Carole Kendrick  
DATE: 12/17/15  
SUBMITTAL # 2

Date: 12/26/15 11:51 AM  
 C:\Users\robertt\Documents\15-011\15-011-001.dwg  
 Plot: 15-011-001.dwg  
 Plot Date: 12/26/15 11:51 AM  
 Plot Time: 11:51 AM  
 Plot User: robertt  
 Plot Device: HP DesignJet 2400

# Attachment No. 10

Planning Commission  
Resolution Bill No.  
16-002

City Council Meeting of  
January 26, 2016



CITY OF HEMET  
Hemet, California

PLANNING COMMISSION  
RESOLUTION NO. 16-002

A RESOLUTION OF THE PLANNING COMMISSION OF  
THE CITY OF HEMET, CALIFORNIA, RECOMMENDING  
APPROVAL OF TENTATIVE PARCEL MAP NO 36661  
(MAP 15-009) TO THE CITY COUNCIL FOR THE  
SUBDIVISION OF 0.40 ACRES INTO TWO (2) SINGLE  
FAMILY RESIDENTIAL LOTS, LOCATED AT 354 NORTH  
PALM AVENUE (APN 443-101-037)

**WHEREAS**, an application for Tentative Parcel Map No. 36661, for the subdivision of 0.40 acres into two (2) single family residential lots located at 354 North Palm Avenue has been duly filed by:

Owner/Applicant: Habitat for Humanity  
Engineer: Richard Thomsen – The Thomsen Company, Inc.  
Project Location: 354 North Palm Avenue  
AP Numbers: 443-101-037  
Lot Area: 0.40; and

**WHEREAS**, the Municipal Code allows for the subdivision of 0.40 acres into two (2) lots for one (1) existing single family residential unit and the future development of one (1) single family residential unit, subject to the approval of a Tentative Parcel Map; and

**WHEREAS**, the Community Development Director has reviewed the project's potential effects on the environment and has recommended that the project is categorically exempt from the California Environmental Quality Act ("CEQA") under CEQA Guidelines Section 15315 (Minor Land Division), and that the exceptions to the categorical exemptions contained in CEQA Guidelines Section 15300.2 are not applicable to the project; and

**WHEREAS**, on December 24, 2015 the City gave public notice by advertising in the Press Enterprise and by mailing to property owners and occupants within 500 feet, of the holding of a public hearing at which the project would be considered by the Planning Commission; and

Planning Commission Resolution No. 16-002  
TENTATIVE PARCEL MAP NO. 36661

1       **WHEREAS**, in accordance with Government Code Section 66452.3, the City has  
2 provided the applicant and each tenant on the subject property with a copy of the  
3 Planning Divison's report and recommendation to the Planning Commission at least  
4 three (3) days prior to the below referenced noticed public hearing; and  
5

6       **WHEREAS**, on January 5, 2016, the Planning Commission held the noticed  
7 public hearing at which interested persons had an opportunity to testify in support of, or  
8 opposition to, the Tentative Parcel Map and at which the Planning Commission  
9 considered the Tentative Parcel Map.  
10

11       **NOW THEREFORE**, the Planning Commission of the City of Hemet does hereby  
12 find, determine and resolve as follows:  
13

14       **SECTION 1. ENVIRONMENTAL FINDINGS.**  
15

16 The Planning Commission, in light of the whole record before it, including but not limited  
17 to, the City's Local CEQA Guidelines and Thresholds of Significance, the  
18 recommendation of the Planning Director as provided in the Staff Report dated January  
19 5, 2016 and documents incorporated therein by reference, and any other evidence  
20 (within the meaning of Public Resources Code § 21080(e) and §21082.2) within the  
21 record or provided at the public hearing of this matter, hereby finds and determines as  
22 follows:  
23

- 24 1.       **CEQA:** The project is exempt from CEQA under CEQA Guidelines Section  
25 15315 in that the staff report submitted by the Planning Division and other  
26 findings made in this Resolution demonstrate that: TPM No. 36661 is generally  
27 consistent with the LDR General Plan designation and all applicable General  
28 Plan polices as well as with proposed zoning designation; TPM No. 36661 is  
29 located within the boundaries of the City of Hemet; the area within TPM No.  
30 36661 comprises less than five acres and has no value as habitat for  
31 endangered, rare or threatened species; there is no substantial evidence in the  
32 record that TPM No. 36661 will result in significant effects related to traffic, noise,  
33 air quality, or water quality; and the site is or can be adequately served by all  
34 required utilities and public services. As such, the project meets the criteria for  
35 application of a Class 15 Minor Land Division under the CEQA Guidelines.  
36
- 37 2.       **Multiple Species Habitat Conservation Plan (MSHCP).** The project is located  
38 outside of any MSHCP criteria area and mitigation is provided through payment  
39 of the MSHCP Mitigation Fee.  
40

41       **SECTION 2. MAP ACT FINDINGS**  
42

43 In accordance with Hemet Municipal Code § 70-133 and Government Code § 66473.1,  
44 § 66473.5 and § 66474, the Planning Commission, in light of the whole record before it,  
45 including but not limited to the Planning Department's staff report and all documents

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Planning Commission Resolution No. 16-002  
TENTATIVE PARCEL MAP NO. 36661

1 incorporated by reference therein, the City's General Plan, Subdivision Ordinance, Page  
2 Ranch Planned Community Development, standards for public streets and facilities, and  
3 the City's Single Family Residential Design Guidelines and any other evidence within  
4 the record or provided at the public hearing of this matter, hereby finds and determines  
5 as follows:  
6

- 7 1. Tentative Parcel Map No. 36661 is consistent and compatible with the objectives,  
8 policies, general land uses, and programs specified in the City's General Plan in  
9 that:

10  
11 The property is located in the North Hemet Land Use District of the General Plan.  
12 This neighborhood is predominantly characterized by single family residential  
13 and multiple family residential communities. The proposed subdivision is  
14 consistent with General Plan objectives for the North Hemet Land Use District by  
15 providing infill development that is compatible with the existing neighborhoods.  
16 The proposed map will result in a two (2) lot subdivision with one (1) existing  
17 single family dwelling unit and future development of one (1) single family  
18 dwelling unit at a density of 4.18 units per acre. The density level is within the  
19 range (2.1-5 du/ac) permitted under the Low Density Residential (LDR).  
20

- 21 2. The site is physically suitable for the density of development proposed under  
22 Tentative Parcel Map No. 36661, in that:

23  
24 The site is physically suitable for the proposed development of single family  
25 residential development in that the site topography is generally flat, and the  
26 rectangular shape of the site allows for an orderly pattern of accommodating the  
27 construction of single family residences.  
28

- 29 3. The site is physically suitable for the type of development proposed under  
30 Tentative Parcel Map No. 36661, in that:

31  
32 The site is generally rectangular in shape and flat, and consists of approximately  
33 0.40 acres. The subdivision has been designed to accommodate the  
34 development of single family residential homes that meet the provisions of the R-  
35 1-7.2 (Single Family Residential 7,200 sq. ft. min) zone.  
36

- 37 4. The design of the subdivision and improvements proposed under Tentative  
38 Parcel Map No. 36661, is not likely to cause substantial environmental damage  
39 or substantially and avoidably injure fish or wildlife or their habitat in that:

40  
41 The design of the subdivision is in conformance with the City's General Plan,  
42 Zoning, and Subdivision Ordinance, subject to the approval of Zone Change No.  
43 15-003. The construction of a unit on the site has been conditioned to comply  
44 with all applicable City of Hemet ordinances, codes, and standards including, but  
45 not limited to, the California Uniform Building Code, the City's Ordinances

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Planning Commission Resolution No. 16-002  
TENTATIVE PARCEL MAP NO. 36661

1 relating to stormwater runoff management and controls. The City's ordinances,  
2 codes, and standards have been created based on currently accepted standards  
3 and practices for the preservation of the public health, safety and welfare.  
4

5 The site is currently occupied by a single story, single family residence  
6 constructed in 2015. The entire site is disturbed and does not contain any  
7 significant vegetation. There is no evidence that any endangered, threatened or  
8 listed species of plant or animal, or its habitat, is located on the site. There is no  
9 evidence that vernal pool complex, similar bodies of water, or conditions suitable  
10 for forming such bodies of water exist on the site.  
11

12 The project is located outside of any MSHCP criteria area and mitigation is  
13 provided through payment of the MSHCP Mitigation Fee.  
14

- 15 5. The design of the subdivision and improvements proposed under Tentative  
16 Parcel Map No. 36661 is not likely to cause serious public health problems in  
17 that:  
18

19 The design of the subdivision is in conformance with the City's General Plan,  
20 Zoning, and Subdivision Ordinance, subject to the approval of Zone Change No.  
21 15-003. The construction of a unit on the site has been conditioned to comply  
22 with all applicable City of Hemet ordinances, design guidelines, codes, and  
23 standards, including, but not limited to, the California Uniform Building Code and  
24 the City's Ordinances relating to stormwater run-off management and controls.  
25 In addition, the design and construction of all improvements for the subdivision  
26 has been conditioned to be in conformance with adopted City standards and  
27 ordinances. The City's ordinances, codes and standards have been created  
28 based on currently accepted standards and practices for the preservation of  
29 public health, safety and welfare.  
30

- 31 6. The design of the subdivision and improvements proposed under Tentative  
32 Parcel Map No. 36661, will not conflict with easements, acquired by the public at  
33 large, for access through or use of, property within the proposed subdivision in  
34 that:  
35

36 There is no indication of easements of record or easements established by  
37 judgment of a court of competent jurisdiction for public access across the site  
38 that have not been accommodated by the design of the subdivision, and the City  
39 does not otherwise have any constructive or actual knowledge of any such  
40 easements.  
41

- 42 7. The design of the subdivision proposed Tentative Parcel Map No. 36661,  
43 adequately provides for future passive or natural heating and cooling  
44 opportunities in the subdivision in that:  
45

**Planning Commission Resolution No. 16-002**  
**TENTATIVE PARCEL MAP NO. 36661**

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The proposed subdivision accommodates a future single family residence that can take advantage of passive or natural heating and cooling opportunities by means of architectural features of the buildings, and the provision of landscape areas that supplement these opportunities.

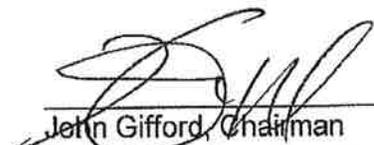
**SECTION 3. PLANNING COMMISSION ACTIONS.**

The Planning Commission hereby takes the following actions:

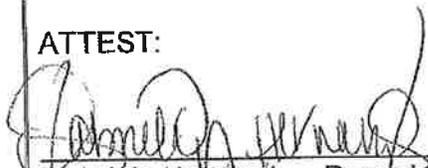
1. **Notice of Exemption.** In accordance with Public Resources Code Section 21152(b) and CEQA Guidelines Section 15062 the Planning Commission hereby approves a categorical exemption for the project under CEQA Guidelines Section 15315 and directs the Community Development Director to prepare and file with the Clerk for the County of Riverside a notice of exemption as provided under Public Resources Code Section 21152(b) and CEQA Guidelines Section 15062.
2. **Approve Tentative Parcel Map.** Tentative Parcel Map No. 36661 as shown in Exhibit 1A is hereby approved subject to the Conditions of Approval attached hereto and incorporated herein by reference as Exhibit 1B.

**PASSED, APPROVED AND ADOPTED** this 5<sup>th</sup> day of January, 2016, by the following vote:

**AYES:** Chairman Gifford, Commissioners Overmyer and Wilhelm  
**NOES:**  
**ABSTAIN:**  
**ABSENT:** Commissioner Vasquez  
**Recused:** Vice Chair Perciful

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

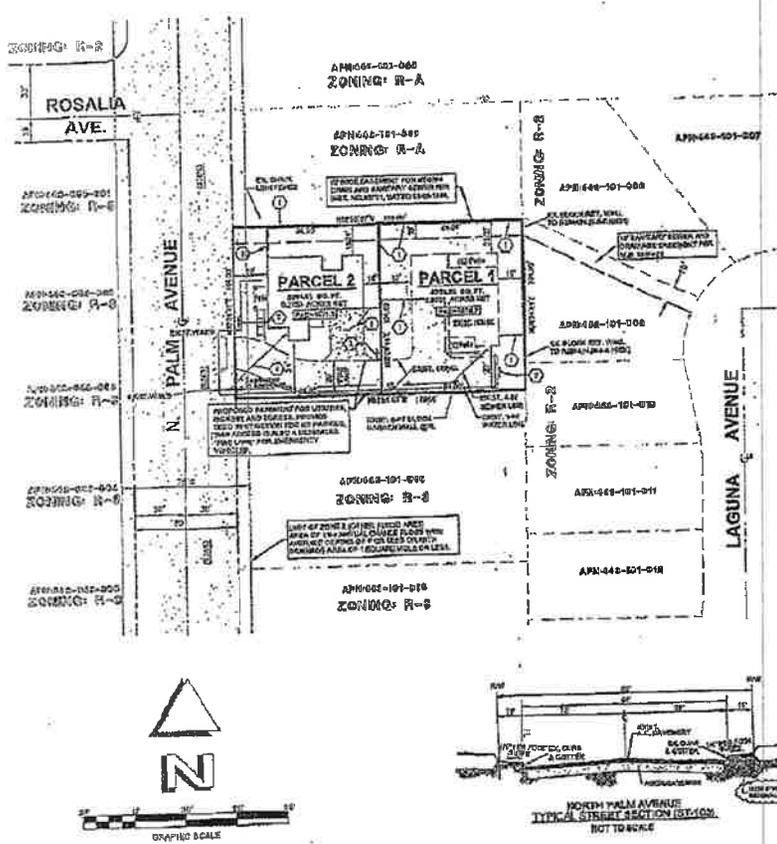
**ATTEST:**

  
 \_\_\_\_\_  
 Gabriela Hernandez, Records Secretary  
 Hemet Planning Commission

**Planning Commission Resolution No. 16-002  
TENTATIVE PARCEL MAP NO. 36661**

# Exhibit No. 2A

IN THE CITY OF HEMET, COUNTY OF RIVERSIDE, STATE OF CALIFORNIA  
**TENTATIVE PARCEL MAP NO. 36661**  
 PREPARED SEPTEMBER 2015



**PLANNING NOTES:**

1. THIS SITE IS NOT IN A REGION SPECIFIC PLAN.
2. THIS SITE IS NOT IN A REGION COMMUNITY SERVICES DISTRICT.
3. THIS SITE IS IN FLOOD ZONE X-1 PER COMMUNITY PANEL NO. 08200-15800 DATED AUGUST, 20 2008. NORTH PALM AVENUE ADJACENT TO THE SOUTH AREA OF THE FLOOD ZONE CHANGES FLOOD WITH AVERAGE GRAFTING OF LINES THAN 1 FOOT OR WITH DRAINAGE AREAS OF LESS THAN 1 SQUARE MILE.
4. THIS SITE IS NOT SUBJECT TO KNOWLEDGE OF AERATION OR OTHER GEOLOGICAL HAZARD AND IS NOT IN A SPECIAL STUDY ZONE.
5. THIS SITE IS NOT SUBJECT TO KNOWLEDGE OF OVERFLOW, INUNDATION, OR FLOOD HAZARD.
6. THIS SUBMIT KNOWS THE ENTIRE CONTIGUOUS OWNERSHIP OF THE LAND OWNER.
7. TWO HOMES AND PROPOSED AT THIS TIME.
8. ALL EXISTING FACILITIES ON THE MAPS SHOWN.
9. NO KNOWLEDGE OF THIS DATE.
10. ONE HOUSE EXISTS ON SITE.
11. EXISTING ZONING IS R-2 AND A ZONE CHANGE TO R-2-200 IS PROPOSED.
12. EXISTING GENERAL PLAN IS LOW DENSITY RESIDENTIAL (LD).

**UTILITIES:**

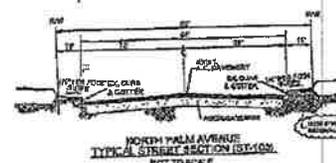
- WATER: CITY OF HEMET
- SEWER: CITY OF HEMET
- GAS: SOUTHERN CALIFORNIA GAS COMPANY (SBC) 474-2200
- TELEPHONE: VERIZON (951) 886-4100
- ELECTRICAL: SOUTHERN CALIFORNIA Edison COMPANY (SCE) 774-780-8100
- 800-400-2200 HEMET UNIFIED (951) 487-7222
- FIRE PROTECTION: CITY OF HEMET

**EASEMENT NOTES:**

1. ALL EASEMENTS FOR CROSS LOT UTILITIES SHALL BE SHOWN ON THIS PARCEL MAP.
2. THE COMMON ACCESS DRIVEWAY SHALL BE SHOWN ON THE PARCEL MAP AS A RECREATIONAL ACCESS EASEMENT THAT IS A RESTRICTED FEE LAND WHEN NO PARCELS ARE ADJACENT. A "DEED RESTRICTION FOR SAID 'FEE LAND'" SHALL ALSO BE REQUIRED FOR SAID LOT.
3. A DRAINAGE EASEMENT FOR "DRAINAGE LOT DRAINAGE" ALL AROUND THE LOT FROM PARCEL 1 TO FLOW ACROSS PARCEL 2 TO NORTH PALM AVENUE SHALL BE NOTED ON THE PARCEL MAP.

**CONSTRUCTION NOTES:**

1. PROP. 4" X 4" WOOD FENCE PER CITY STANDARD
2. INSTALL 1/2" SANDWICH FIBER LAME PVC 1250' SIGNS PER CITY STD.
3. PROP. 4" DIA DRAINAGE WATER LINE
4. PROP. 4" DIA SEWER LATERAL



Revised		Approved
No.	Date	By
1	09/15/15	APRIL HERRINGTON

**OWNER/DEVELOPER:**  
 HABITAT FOR HUMANITY HEMET SAN JACINTO APPROX. 100,  
 326 N. WATER STREET, UNIT 0  
 HEMET, CA 92343  
 PH: (951) 886-0222

**SITE ADDRESS:**  
 354 NORTH PALM AVE.  
 HEMET, CA 92341

**ASSESSOR'S PARCEL NUMBER:**  
 465-101-017

**LOT AREAS**  
 PARCEL 1: 4,812.00 SQ. FT.  
 PARCEL 2: 2,041.51 SQ. FT.  
 GROSS ACREAGE: 0.1116 AC.

**LEGAL DESCRIPTION:**  
 THE WESTERLY 200 FEET, AS MEASURED FROM THE CENTERLINE OF PALM AVENUE, OF THE NORTHEASTLY 1/4 SECTION 10 OF THE SOUTH HALF RANGE LOT 181 OF THE LANDS OF THE SAN JACINTO LAND ASSOCIATION, AS SHOWN BY SAN DIEGO COUNTY PARCEL MAP, RECORDS OF SAN DIEGO COUNTY, CALIFORNIA.

**TOPOGRAPHY SOURCE:**  
 GROUND TOPOGRAPHY SURVEY BY GUYUNG HERRINGTON, INC. DATED APRIL 1993

**BASIS OF BEARINGS:**  
 THE BASIS OF BEARINGS FOR THIS PROJECT IS THE CENTERLINE OF PALM AVENUE TAKEN AS NORTH FROM THE EAST PEA TRAIL MAP NUMBER 8066 RECORDED IN S.B. 54746 RECORDS OF RIVERSIDE COUNTY, CALIFORNIA.

**BENCHMARK:**  
 RIVERSIDE COUNTY 3 INCH ALUMINUM DISC STAMPED "N-350" RESET MARKER SET AT THE SOUTH EAST CORNER OF MONROE AVE. AND SANDERSON AVE. 18.5 FEET WEST OF SANDERSON AVENUE, 54.6 FEET NORTH WEST OF P.P. 157100, 81.4 FEET WEST OF P.P. 119980, 1.1 FEET NORTH OF A 2.5 FOOT HIGH CONCRETE BENCH MARK AT THE CORNER OF THE CORNER OF THE BACK OF MONROE AVE. SET IN A CONCRETE CYLINDER 1.5 FT IN D.C.  
 ELEVATION: 1,322.786 (NAD 83)



LEGEND	EXISTING	PROPOSED
CONCRETE	EXISTING SIDE WALK	EXISTING SIDE WALK
FORMERLY USE	EXISTING WOOD FENCE	EXISTING WOOD FENCE
ADJACENT PROPERTY LINE	EXISTING WOOD SIGNATURE	EXISTING WOOD SIGNATURE
EDGE OF FENCED	EXISTING SIGNATURE	EXISTING SIGNATURE
ELECT. CHAIN & GUTTER	EXISTING SIGNATURE	EXISTING SIGNATURE
LOT, AC. 5/8	EXISTING WATER LINE	EXISTING WATER LINE
	EXISTING FIRE HYDRANT	EXISTING FIRE HYDRANT
	EXISTING STREET LIGHT	EXISTING STREET LIGHT
	EXISTING SIGN	EXISTING SIGN
	EXISTING SEWER MANHOLE	EXISTING SEWER MANHOLE
	EXISTING SET. WALL	EXISTING SET. WALL
	EXISTING POWER POLE	EXISTING POWER POLE
	EXISTING POLE DOLE ANCHOR	EXISTING POLE DOLE ANCHOR
	EXISTING WATER METER	EXISTING WATER METER
	PROP. CONCRETE	PROP. CONCRETE
	PROPOSED SIGNATURE	PROPOSED SIGNATURE
	PROPOSED ACCESS/DRIVE EMB.	PROPOSED ACCESS/DRIVE EMB.

Principal:

Prepared Under The Supervision Of: **APRIL HERRINGTON**  
 Date: 09/15/15  
 Revised By: **APRIL HERRINGTON**  
 Date: 09/15/15

**STUDIOS**  
 APRIL HERRINGTON  
 1000 N. GARDEN STREET, SUITE 100  
 HEMET, CA 92343  
 PH: (951) 886-0222  
 FAX: (951) 886-0223  
 WWW.APRILHERRINGTON.COM

CITY OF HEMET  
**TENTATIVE PARCEL MAP NO. 36661**  
 FOR  
 HABITAT FOR HUMANITY

Sheet No. 1 of 1

CASE # MAP 15-009 (T.M. 36661)  
 PROJECT: 354 N Palm Ave  
 PLANNER: Cardie Kendrick  
 DATE: 12/17/15  
 SUBMITTAL # 2

**Exhibit No. 2B**



## CITY OF HEMET

### DRAFT CONDITIONS OF APPROVAL

**PLANNING COMMISSION DATE:** January 5, 2016

**PROJECT NO.:** Tentative Parcel Map No. 36661 (MAP No. 15-009)  
**OWNER/APPLICANT:** Habitat for Humanity  
**ENGINEER:** Richard Thomsen – The Thomsen Company, Inc.  
**LOCATION:** 354 North Palm Avenue  
**OCCUPANCY:** This project has been reviewed as a/an **R Occupancy**; any other use will require further review.

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

#### STANDARD CONDITIONS

The following conditions of approval were approved by the City Council (Resolution No. 3523) as standard conditions of approval for all projects. Questions regarding compliance with these conditions should be directed to the Planning Department at (951) 765-2375.

#### General Requirements:

1. **Tentative Parcel Map No. 36661** shall become null and void on **January 26, 2018** (two calendar years from the date of City Council approval), unless the final map is approved by the City Council and recorded with the County of Riverside and unless use in reliance on the approved Tentative Parcel Map is established prior to the expiration date. A time extension may be granted by the Planning Commission in accordance with Hemet Municipal Code and the Subdivision Map Act, provided a written request for a time extension is submitted the Planning Division prior to the expiration date. No formal notice of expiration will be given by the City.
2. Approval of **Tentative Parcel Map No. 36661** shall become effective on **March 10, 2016** (30 calendar days after the second reading of the Zone Change Ordinance action by the City Council).

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City of Hemet - Conditions of Approval   
**TENTATIVE PARCEL MAP NO. 36661 – HABITAT FOR HUMANITY**

3. The conditions of approval of this project shall supersede all conflicting notations, specifications, dimensions, typical sections, and the like, which may be shown on the tentative project plans.
4. This project site shall be developed in accordance with the approved plan(s) and the conditions contained herein.
5. This project shall comply with all sections of the Zoning Ordinance, Subdivision Ordinance and all other applicable Local, State and Federal laws and regulations in effect at the time of the building permit application and/or time of recordation, including the I.C.B.O. California Building Code, California Fire Code, and City and State Handicapped Accessibility Requirements (California Code of Regulations, Title 24).
6. The applicant shall be subject to all applicable development fees at the rate in effect at the time of building permit application. Such fees may include, but not be limited to: Development Impact Fees, Park Fees, School Fees, Master Plan Storm Drainage Fees, Transportation Uniform Mitigation Fees, Permit and Plan Checking Fees, Water and Sewer Service Fees, Capital Facility Fees, Multiple Species Habitat Conservation Plan and Stephen's Kangaroo Rat Fees.
7. All interior residential streets shall have parkways adjacent to curb. Street trees shall be planted at a minimum of one (1) tree for every 40 feet of street frontage. Parkway area of R.O.W. shall include the installation of ground cover (planted a minimum of 12-inches on-center) and the installation of automated irrigation. Maintenance of the street trees shall be through a Lighting Landscaping & Maintenance District (L&LMD) or alternative maintenance mechanism acceptable to the City.
8. The applicant shall indemnify, protect, defend, and hold harmless, the City, and/or any of its officials, officers, employees, agents, departments, agencies, and instrumentalities thereof, from any and all claims, demands, law suits, writs of mandamus, and other actions and proceedings (whether legal, equitable, declaratory, administrative or adjudicatory in nature), and alternative dispute resolutions procedures (including, but not limited to arbitrations, mediations, and other such procedures), (collectively "Actions"), brought against the City, and/or any of its officials, officers, employees, agents, departments, agencies, and instrumentalities thereof, that challenge, attack, or seek to modify, set aside, void, or annul, the any action of, or any permit or approval issued by, the City and/or any of its officials, officers, employees, agents, departments, agencies, and instrumentalities thereof (including actions approved by voters of the City), for or concerning the project, whether such Actions are brought under the California Environmental Quality Act, the Planning and Zoning Law, the Subdivisions Map Act, Code of Civil Procedure Section 1085 or 1094.5, or any other state, federal, or local statute, law, ordinance, rule, regulation, or any decision of a court of

City of Hemet - Conditions of Approval   
**TENTATIVE PARCEL MAP NO. 36661 – HABITAT FOR HUMANITY**

competent jurisdiction. It is expressly agreed that the City shall have the right to approve, which approval will not be unreasonably withheld, the legal counsel providing the City's defense, and that applicant shall reimburse City for any costs and expenses directly and necessarily incurred by the City in the course of the defense. City shall promptly notify the applicant of any Action brought and City shall cooperate with applicant in defense of the Action.

**Subdivisions:**

9. The developer shall install U.S. Postal Service approved neighborhood mailboxes prior to occupancy.

**Environmental:**

10. During grading or construction, should any archaeological artifacts be discovered, the Planning Division shall be notified immediately, and all work shall cease until a qualified archaeologist, approved by the Planning Division and financed by the applicant, has examined the artifacts and the site and submitted findings and recommendations directly to the Planning Division. Any further release of the information to any and all parties shall be only at the direction of the Planning Division. Recommencement of construction shall be upon approval of the Planning Division.
11. Prior to any grading or drainage activity, a grading and/or drainage plan shall be prepared and submitted to the City Engineer for review and approval. No grading or drainage work shall occur without a grading permit and/or the permission of the City Engineer.
12. If paleontological resources are encountered during grading, ground disturbance activities shall cease so a qualified paleontological monitor can evaluate any paleontological resources exposed during the grading activity. If paleontological resources are encountered, adequate funding shall be provided to collect, curate and report on these resources to ensure the values inherent in the resources are adequately characterized and preserved. Collected specimens will be sent to the appropriate authorities for collection.
13. If human remains are encountered on the property, then the Riverside County Coroner's Office MUST be contacted within 24 hours of the find, and all work halted until a clearance is given by that office and any other involved agencies. If it is determined that the remains might be those of a Native American, the California Native American Heritage Commission and the Soboba Band of Luiseno Indians shall be notified and appropriate measures provided by State law shall be implemented.

## **PLANNING DEPARTMENT CONDITIONS**

***Please contact the Planning Division for compliance with the following conditions:***

14. Prior to the recordation of the Final Parcel Map, the applicant shall show a 20' wide common access driveway that provides reciprocal access to parcels 1 and 2.
15. Prior to the recordation of the Final Parcel Map, the applicant shall record a deed restriction restricting parking in the "fire lane".

## **BUILDING DEPARTMENT CONDITIONS**

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

16. All new structures shall be designed in conformance to the latest design standards adopted by the State of California in the California Building Standards Code, Title 24, California Code of Regulations (CBC, CEC, CMC, CPC and Green Building Standards) and City of Hemet Ordinances including requirements for ~~allowable area, occupancy separations, fire suppression systems, etc.~~ The proposed park site shall comply with the latest currently adopted California Code of Regulations, Title 24, Chapter 11B for accessibility standards for the disabled access.
17. Smoke detectors shall be installed in accordance with California Building Code, Section 1210.12.
18. The electrical, plumbing and mechanical systems shall be in accordance with applicable adopted codes.

### **Agency Approvals:**

19. Prior to the issuance of a building permit, City of Hemet Water Division approval shall be obtained.

### **General:**

20. The proposed new development may be subject to the payment of School Fees as required by law. The applicant is required to submit a Certificate of Compliance from the school district(s) to obtain building permits from the City.

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City of Hemet - Conditions of Approval      
**TENTATIVE PARCEL MAP NO. 36661 – HABITAT FOR HUMANITY**

**Security:**

21. All exterior doors shall be constructed of solid wood core, minimum of 1 and 3/4-inch thick or of metal construction.
22. Doors utilizing a cylinder lock shall have a minimum five (5) pin tumbler operation with the locking bar or bolt extending into the receiving guide a minimum of 1-inch.
23. All exterior sliding glass doors or windows shall be equipped with metal guide tracks at the top and bottom and shall be constructed so that the door or window cannot be lifted from the track when in the closed or locked position.

**ENGINEERING DEPARTMENT CONDITIONS**

***Please contact the PUBLIC WORKS-ENGINEERING DEPARTMENT for compliance with the following conditions:***

**General:**

24. When changes to the approved Tentative Parcel Map are proposed, a Substantial Compliance Exhibit shall be submitted for review and approval of the City Engineer and Community Development Director.
25. The applicant shall coordinate with affected utility companies and obtain any permits as necessary for the development of this project.
26. Where survey monuments exist, such monuments shall be protected or shall be referenced and reset, pursuant to Business and Professions Code, Sections 8700 to 8805 (Land Surveyors Act).
27. Monuments shall be provided in accordance with City of Hemet Standard Specifications for Public Works Construction Standard M-900, M-900A, and M-901.
28. Cross-ties shall be set in top of curbs, and tie sheets shall be submitted to the City Engineer before a monument security is released.
29. Prior to issuance of a grading permit, the applicant/developer shall pay all applicable fees for the project (DIF, Master Storm Drain, etc.)
30. Prior to Final Map, digitized drawing files of the Onsite Plans, in a City's compatible CAD system, shall be submitted along with original mylar plans. Also provide PDF file of all City Engineer approved Improvement Plans showing City Engineer's approval signature as well as Private Engineer's approval signature.

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City of Hemet - Conditions of Approval   
**TENTATIVE PARCEL MAP NO. 36661 – HABITAT FOR HUMANITY**

31. Easement(s) of record not shown on the Final Map shall be relinquished or relocated. Lots affected by proposed easements or easements of record, which cannot be relinquished or relocated, shall be redesigned.

**Streets:**

32. Any public improvement damaged during construction, including but not limited to curb and gutter, sidewalk, access ramps, paving, trees, and lights, shall be replaced to the satisfaction of the City Engineer. Access ramps to comply with current California Building Code requirements, prior to issuance of a Certificate of Occupancy
33. Prior to issuance of Certificate of Occupancy install driveway approaches in accordance with the City of Hemet Standard Specifications for Public Works Construction, Standards C-208, C-209, and C-210A. In accordance with City of Hemet Resolution No. 1783, driveway widths and locations shall be approved by the City Engineer.

**Drainage:**

34. Prior to issuance of Building Permit, the Applicant shall pay the Master Storm Drain Plan fee, at the currently adopted rate.
35. Provide a curb outlet for the existing drainage structure along the northern property line of Parcels 1 & 2 in accordance with City of Hemet Standard Drawing No's D-308 & D-308A.
36. Adequate provisions shall be made to intercept and conduct the drainage flows within and from the site in a manner which will not adversely affect adjacent or downstream properties.

**Water:**

37. Domestic water service will be provided by City of Hemet. The developer shall contact the City of Hemet Water Department and obtain water service prior to the issuance of any Building Permits.
38. Indicate, on the improvement plans, locations and sizes of proposed water service(s) and the connection(s) to the existing water line(s).
39. Installation of water meters shall be in accordance with the City of Hemet Standard Specification for Public Works Construction Standard W-701.

**Sewer:**

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City of Hemet - Conditions of Approval   
TENTATIVE PARCEL MAP NO. 36661 – HABITAT FOR HUMANITY

40. Domestic sewer service will be provided by City of Hemet. The developer shall contact the City of Hemet and obtain sewer service prior to the issuance of any Building Permits.
41. Install sewer mains and sewer laterals in accordance with City of Hemet Standard Specifications for Public Works Construction Standards S-600, S-600A, S-607, and S-610, It should be noted that there shall be no more than one separate connection per sewer lateral.
42. Install a clean-out at property line in accordance with City of Hemet Standard Specifications for Public Works Construction Standards S-611.
43. The improvement plans shall indicate the locations and sizes of any existing and all proposed sewer laterals.

#### **FIRE DEPARTMENT CONDITIONS**

Unless specifically stated herein, these conditions shall not be construed to permit or allow deviation from any Federal or State laws nor any of the local codes and ordinances adopted by this jurisdiction. Please contact the Hemet Fire Department, Fire Prevention Division for any questions regarding compliance with the applicable codes or following conditions:

#### **Agency Approvals:**

44. Prior to the issuance of a building permit written proof shall be provided from the water purveyor that sufficient capacity is available for fire protection. The minimum required fire flow for this project is 1500 GPM @ 20psi residual pressure for a duration of 2 hours, per CFC / IFC Appendix B. Fire flow and flow duration for buildings without automatic fire protection and having an area in excess of 3,600 square feet shall not be less than specified in Table B105.1.
45. The final Conditions of Approval for this project shall be included in any site plan or construction plans submitted for permit issuance. Plans will not be approved without reference to these "conditions".
46. Provision for the storage or handling of hazardous materials, as defined by Federal, State, and Local Law, shall be in accordance with CFC and IFC, Chapter 50 and specific Hazardous Materials in Chapters 51 through 67.
47. Storage and handling of flammable and combustible liquids shall be in accordance with the CFC and IFC, Chapter 57 and NFPA 30 (2012), Flammable and Combustible Liquids Code.

City of Hemet - Conditions of Approval   
**TENTATIVE PARCEL MAP NO. 36661 – HABITAT FOR HUMANITY**

48. Motor fuel dispensing operations and/or facilities and repair garages shall be in accordance with CFC and IFC, Chapter 23.

**Hydrants and Fire Protection Systems:**

49. Prior to combustible construction commencing, install and/or upgrade, as required by the, street (off-site) fire hydrants pursuant to the City of Hemet Standard Specifications for Public Works Construction. Distance between fire hydrants shall not exceed 300 feet without approval from the Fire Marshal. Fire hydrants shall be located within 100 feet of Fire Department Connections (FDC) for Standpipes and Automatic Fire Sprinklers.
50. In accordance with the CFC and IFC Section 507, the water system (mains and hydrants) shall be tested and accepted by the Fire Marshal prior to the commencement of combustible construction. Hydrant markers (Blue Dots) shall be installed pursuant to the City of Hemet Standard Specifications for Public Works.
51. In accordance with the California Residential Code Section 313, CFC and IFC Section 903, a Fire Sprinkler System shall be provided in the residences meeting the requirements of the California Residential Code Section 313 and NFPA 13D.
52. All check valves, post indicator valves, fire department controls, and connections shall be located as required and approved by the Fire Marshal of the City of Hemet. If multiple buildings, each building shall have separate (approved) control valves. A separate permit and approval shall be required for all underground piping for fire protection systems.

**Fire Department Access:**

53. Prior to delivery of combustible materials on site, provide and maintain an all weather surface access roadway 20-feet wide with a 13-foot 6-inch vertical clearance designed to support the imposed loads of fire apparatus in accordance with the CFC and IFC Section 503.1 (dirt or native soil does not meet the minimum standard). The access road shall be reviewed and approved by the City of Hemet Fire Marshal.
54. The minimum turning radius for fire apparatus is 52 feet (outside) and 32 feet (inside). Fire access is required to within 150 feet of all portions of every building unless otherwise approved by the Fire Marshal. CFC and IFC Section 503.1.1
55. Fire Department access roads shall have an unobstructed minimum width of 20 feet where or as otherwise determined by the Fire Marshal in accordance with CFC and IFC Section 503.2.2. & the CFC and IFC Appendix Section D103.

56. Prior to the issuance of a Certificate of Occupancy, "No Parking - Fire Lane" signs, red curbing, street signs and other required markings shall be provided to the specifications of the City of Hemet Fire Marshal in accordance with the CFC and IFC Section 503.3 and California Vehicle Code Section 22500.1.
57. Prior to final inspection, addresses shall be provided on all new and existing buildings in accordance with the CFC and IFC Section 505.
58. In accordance with the CFC and IFC Section 503, security gates if installed, shall be installed with approved automatic devices and/or key switches to allow Fire and Police Department access and egress pursuant to the City of Hemet Municipal Code and Fire Department Standards.
59. Modify driveway and on-site circulation in order to provide additional access for fire apparatus pursuant to CFC and IFC Section 503 (contact the Fire Marshal for specifics).
60. The drive way serving both residences is to be a fire lane a minimum of 20 feet wide and posted for NO PARKING FIRE LANE CVC 22500.1 in a method approved by the Fire Marshal.

**Miscellaneous:**

61. Fire safety during construction and demolition shall comply with CFC and IFC Chapter 33.
62. Access during construction: Access for fire fighting equipment shall be provided to the immediate job site at the start of construction and maintained until all construction is complete. Fire apparatus access roads shall have an unobstructed width of not less than 20 feet and an unobstructed vertical clearance of not less than 13'-6". Fire department access roads shall have an all weather driving surface and support a minimum weight of 73,000 lbs. Access shall be provided to within 150 feet of all portions of combustible construction pursuant to CFC and IFC Chapter 33.
63. Each residence shall have its own water meter with the ability to flow a minimum of 35 gpm with a pressure loss through the meter of not more than 4 psi.
64. The minimum pipe size for the 13D system shall be 1 inch pipe.
65. The audible device for the sprinkler system on the exterior of the structure shall be a horn strobe.
66. The fire lane shall run the entire length of the end of drive on parcel 1.

**END**

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City of Hemet - Conditions of Approval   
**TENTATIVE PARCEL MAP NO. 36661 – HABITAT FOR HUMANITY**



*Staff Report*

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TO: Honorable Mayor and Members of the City Council

FROM: Scott Brown, Fire Chief  
Alex Meyerhoff, City Manager *A*

DATE: January 26, 2016

RE: Ordinance Repealing Sections 26-3 and 26-4 of the Hemet Municipal Code Pertaining to the City's Disaster Planning Commission.

**RECOMMENDATION:**

- That the City Council introduce Ordinance Bill No. 16- 005, read by title only and waive further reading repealing Sections 26-3 and 26-4 of the Hemet Municipal Code, which deal with the City's Disaster Planning Commission.
- Direct Fire Chief to develop a Community-based strategy that meets both the Strategic and Operational needs in support of City-wide Disaster planning activities.

**BACKGROUND:**

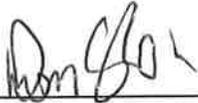
Sections 26-3 and 26-4 deal with the creation of the City's Disaster Planning Commission, including the membership, powers, and duties of the commission. These sections were established as part of the 1984 Hemet Municipal Code. The City Council for the City of Hemet approved Ordinance No. 1107 in 1984, which, among other things, established the Disaster Planning Commission. Later, the City Council approved Ordinance No. 1486 on January 21, 1994 and Ordinance No. 1878 on March 25, 2014, which amended Sections 26-3 and 26-4.

**ANALYSIS:**

Since the Hemet Disaster Planning Commission was established by the City Council in 1984, the Commission has not held a meeting, nor has its membership been constituted. Repealing the sections that established the Disaster Planning Commission will allow the City to develop and implement a new, more effective approach to managing disaster planning,

**FISCAL IMPACT:**

None.



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Scott Brown, Fire Chief



**CITY OF HEMET  
Hemet, California**

**ORDINANCE BILL NO. 16-005 \_\_\_\_\_**

**AN ORDINANCE OF THE CITY COUNCIL OF THE CITY OF HEMET, CALIFORNIA, REPEALING SECTIONS 26-3 AND 26-4 OF THE HEMET MUNICIPAL CODE PERTAINING TO THE CITY'S DISASTER PLANNING COMMISSION.**

**WHEREAS**, in 1984 the City Council for the City of Hemet approved Ordinance No. 1107, which is codified at Hemet Municipal Code sections 26-3, 26-4, and 26-8 and deals mostly with the creation of the City's Disaster Planning Commission, including the membership, powers, and duties of the commission; and

**WHEREAS**, the City Council approved Ordinance No. 1486 on January 21, 1994 and Ordinance No. 1878 on March 25, 2014, which amended sections 26-3 and 26-4; and

**WHEREAS**, the City's Disaster Planning Commission, as authorized under sections 26-3 and 26-4, has never been constituted and has never held a meeting; and

**WHEREAS**, the City Council now desires to repeal Sections 26-3 and 26-4 of the Hemet Municipal Code, pertaining to the City's Disaster Planning Commission.

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

**SECTION 1: REPEAL SECTIONS 26-3 AND 26-4 OF THE HEMET MUNICIPAL CODE.** Sections 26-3 and 26-4 of the Hemet Municipal Code are hereby repealed.

**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

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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: EFFECTIVE DATE.**

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

**SECTION 4: PUBLICATION.**

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

**INTRODUCED** at the regular meeting of Hemet City Council on January 26, 2016.

**APPROVED AND ADOPTED** this \_\_\_ day of \_\_\_\_\_ 2016.

\_\_\_\_\_  
**Bonnie Wright, Mayor**

**ATTEST:**

**APPROVED AS TO FORM:**

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

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

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

I, Sarah McComas, City Clerk of the City of Hemet, do hereby certify that the foregoing Ordinance was introduced and first read on the \_\_\_\_ day of \_\_\_\_\_ 2016, and had its second reading at the regular meeting of the Hemet City Council on the \_\_\_\_ day of \_\_\_\_\_, 2016, and was passed by the following vote:

**AYES:**

**NOES:**

**ABSTAIN:**

**ABSENT:**

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

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**CITY OF HEMET ORDINANCE BILL NO.**



## Staff Report

TO: Honorable Mayor and Members of the Hemet City Council

FROM: Jessica A. Hurst, Deputy City Manager/Administrative Services  
Alexander P. Meyerhoff, City Manager *A*

DATE: January 26, 2016

RE: Quarterly Budget Update – As of December 31, 2015

### **RECOMMENDATION:**

Receive and file.

### **BACKGROUND:**

In an effort to more closely monitor the progress of the City of Hemet's financial situation, the City Council directed staff to present quarterly reports of revenues and expenditures. The first quarterly budget update for fiscal year 2015-2016 was presented to the City Council on November 10, 2015.

Staff continue to make progress towards efforts to reduce the financial impact of retiree medical benefits on City. By the close of December 2015, 22 retirees remain on the highest-costing Managed Choice and Traditional Choice plans. Outreach efforts to those retirees on these plans will continue through the remainder of the plan year.

Additionally, the fiscal year 2014-2015 financial statements are being compiled and audited by the City's contract auditors and anticipate the Comprehensive Annual Financial Report (CAFR) to be available by the end of February. After that time a presentation of the CAFR to the City Council will be scheduled to provide final revenue and expenditure figures for fiscal year 2014-2015. This finalized financial data will be used to update the 5-year financial plan for use in preparing the fiscal year 2016-2017 proposed budget.

The attached fiscal year 2015-2016 quarterly budget activity reports reflect unaudited revenue and expenditure activity through December 31, 2015 for all funds. Total amounts include revenue collected and funds expended through the quarter ending date. While the City is halfway through the fiscal year, revenues and expenditures may not be at 50% for many reasons. Most noticeably the two largest funds of the City, the General Fund and Water Enterprise Fund, continue to track below this threshold in the second quarter of the fiscal year.

The General Fund has collected 29.62% of revenues budgeted through the end of the second

quarter. This amount is typical as the majority of General Fund revenues collected through property taxes are received in the second half of the fiscal year and sales tax revenues are generally received two months in arrears; however, receipts-to-date are tracking within and slightly above receipts for the same period in the previous fiscal year.

General Fund expenditures are slightly lower than expected through the end of the second quarter at 45.91%. This is due to many factors including staff vacancies and careful monitoring of contracts and other costs within the departmental budgets. Savings resulting from the retiree medical incentive plan will be calculated and returned to all contributing funds at the end of the fiscal year.

The Water Fund has collected 41.98% of budgeted revenues through December 31, 2015, slightly less than anticipated. This is likely due to continued community conservation efforts.

The Water Fund has expended only 18.00% of budgeted appropriations through the end of the second quarter, due in part to staff vacancies, lower than anticipated costs related to ground water management, and several capital projects that are in the planning stages but anticipated to begin construction by the end of the fiscal year.

**FISCAL IMPACT:**

None.

Respectfully submitted,

Jessica A. Hurst  
Deputy City Manager/Admin. Services

Attachments:

1. General Fund – Revenue and Expenditure Report
2. Non-General Fund – Revenue and Expense Report

**CITY OF HEMET  
GENERAL FUND - REVENUE AND EXPENDITURE REPORT (PRELIMINARY)  
AS OF DECEMBER 31, 2015**

<b><u>REVENUE SUMMARY</u></b>	<b>Adjusted Budget</b>	<b>Year to Date Actual</b>	<b>% of Budget Rcvd / Used</b>	<b>% of Budget Remaining</b>
GENERAL ADMIN	1,033,100	549,171	53.16%	46.84%
PROPERTY TAXES (includes VLF)	11,025,000	1,709,989	15.51%	84.49%
SALES TAXES	12,160,000	2,951,968	24.28%	75.72%
OTHER TAXES & FEES	6,180,400	2,812,458	45.51%	54.49%
LICENSES & PERMITS	67,500	0	0.00%	100.00%
FINES & FORFEITURES	143,200	37,309	26.05%	73.95%
USE OF MONEY & PROPERTY	267,500	39,762	14.86%	85.14%
INTERGOVERNMENTAL	590,700	314,444	53.23%	46.77%
CHARGES FOR SERVICES	474,900	276,730	58.27%	41.73%
OTHER FINANCING SOURCES	1,782,190	1,010,691	56.71%	43.29%
COMMUNITY DEVELOPMENT	2,144,700	926,369	43.19%	56.81%
TRANSFERS IN	210,000	57,828	27.54%	72.46%
<b>TOTAL REVENUE</b>	<b>36,079,190</b>	<b>10,686,720</b>	<b>29.62%</b>	<b>70.38%</b>
<b><u>EXPENDITURE SUMMARY</u></b>				
CITY COUNCIL	324,000	136,743	42.20%	57.80%
CITY MANAGER	902,000	342,214	37.94%	62.06%
CITY CLERK	282,800	109,444	38.70%	61.30%
FINANCE	1,162,358	517,945	44.56%	55.44%
CITY TREASURER	31,100	13,220	42.51%	57.49%
HUMAN RESOURCES	680,715	338,693	49.76%	50.24%
POLICE DEPARTMENT	19,131,502	9,066,492	47.39%	52.61%
FIRE DEPARTMENT	10,598,997	4,940,767	46.62%	53.38%
ANIMAL REGULATION	230,000	96,246	41.85%	58.15%
PARKS	1,056,188	462,073	43.75%	56.25%
LIBRARY / LITERACY / SIMPSON CENTER	1,493,000	707,296	47.37%	52.63%
PLANNING	1,459,589	531,452	36.41%	63.59%
HOUSING	96,000	7,916	8.25%	91.75%
BUILDING	1,203,097	486,101	40.40%	59.60%
CODE COMPLIANCE	852,650	367,773	43.13%	56.87%
ENGINEERING	1,195,258	540,083	45.19%	54.81%
ECONOMIC DEVELOPMENT	357,970	174,284	48.69%	51.31%
TRANSFERS OUT	510,000	245,172	48.07%	51.93%
<b>TOTAL EXPENDITURES</b>	<b>41,567,223</b>	<b>19,083,914</b>	<b>45.91%</b>	<b>54.09%</b>

**CITY OF HEMET  
NON-GENERAL FUND - REVENUE AND EXPENDITURE REPORT (PRELIMINARY)  
AS OF DECEMBER 31, 2015**

	REVENUE SUMMARY			EXPENDITURE SUMMARY		
	Adjusted Budget	Year to Date Actual	% of Budget Remaining	Adjusted Budget	Year to Date Actual	% of Budget Remaining
<b>SPECIAL REVENUE FUNDS</b>						
130 PUBLIC SAFETY TOWING	65,300	24,091	63.11%	66,362	46,665	29.68%
221 GAX TAX	1,746,500	725,487	58.46%	3,166,886	1,192,016	62.36%
222 MEASURE A	1,442,000	396,112	72.53%	3,709,585	328,992	91.13%
223 ARTICLE 3 / SB 821	0	0	0.00%	70,601	2,325	96.71%
224 AQMD	416,000	174,151	58.14%	173,574	19,574	88.72%
231 ASSET FOREITURE	0	19,814	0.00%	20,341	0	100.00%
234 PUBLIC SAFETY CFD	512,000	0	100.00%	404,600	243,543	39.81%
241 GENERAL PLAN	31,000	12,600	59.35%	40,000	0	100.00%
254 STORM DRAIN/SEWER	3,464,000	1,398,286	59.63%	4,358,519	1,263,262	71.02%
788 HEARTLAND BOND	850,000	2	100.00%	738,525	547,771	25.83%
<b>TOTAL SPECIAL REVENUES</b>	<b>8,526,800</b>	<b>2,750,542</b>		<b>12,748,992</b>	<b>3,644,148</b>	
<b>DEVELOPMENT IMPACT FEE FUNDS:</b>						
315 PUBLIC MEETINGS FACILITIES	2,000	0	100.00%	0	0	0.00%
316 GENERAL FACILITIES	114,000	33,572	70.55%	4,600	0	100.00%
326 FLOOD CONTROL	212,000	84,814	59.99%	1,681,577	46,943	97.21%
329 BRIDGES/STREETS	330,000	1,176,227	-256.43%	1,161,839	160,310	86.20%
331 LAW ENFORCEMENT	52,800	21,343	59.58%	87,013	421	99.52%
332 FIRE FACILITIES	100,000	25,200	74.80%	147,382	14,408	90.22%
361 PARK DEVELOPMENT	140,000	61,026	56.41%	189,719	1,824	99.04%
362 VALLEY WIDE DVL	27,000	11,886	55.98%	0	0	0.00%
363 LIBRARY FACILITIES	80,000	30,870	61.41%	407,750	83,781	79.45%
370 CAPITAL PROJECTS FUND	470,000	235,002	50.00%	1,169,943	138,942	88.12%
<b>TOTAL IMPACT FEE FUNDS</b>	<b>1,527,800</b>	<b>1,679,940</b>		<b>4,849,824</b>	<b>446,629</b>	
<b>ENTERPRISE FUND:</b>						
571 WATER	10,239,300	4,298,040	58.02%	18,693,204	3,365,501	82.00%
<b>TOTAL ENTERPRISE FUND</b>	<b>10,239,300</b>	<b>4,298,040</b>		<b>18,693,204</b>	<b>3,365,501</b>	
<b>ASSESSMENT DISTRICT FUNDS:</b>						
225 L&LMD	1,900,562	1,740	99.91%	2,025,936	754,321	62.77%
227 LIGHTING DIST POST 218	293,128	0	100.00%	276,732	84,200	69.57%
228 LANDSCAPE DIST POST 218	1,454,163	0	100.00%	1,543,144	598,004	61.25%
<b>TOTAL ASSESSMENT DISTRICT</b>	<b>3,647,853</b>	<b>1,740</b>		<b>3,845,811</b>	<b>1,436,525</b>	
<b>INTERNAL SERVICE FUNDS:</b>						
380 EQUIPMENT REPLACEMENT	685,900	331,307	51.70%	2,085,000	971,670	53.40%
680 ADMINISTRATIVE SERVICES	2,229,300	1,107,690	50.31%	2,246,302	881,616	60.75%
681 WORKERS COMP	2,115,900	1,057,950	50.00%	2,115,900	1,896,101	10.39%
682 MEDICAL/DENTAL	350,000	137,983	60.58%	350,000	156,856	55.18%
683 LIABILITY FUND	915,900	468,310	48.87%	1,189,900	450,146	61.52%
684 VEHICLE MAINTENANCE	1,360,500	687,222	49.49%	1,372,378	645,464	52.97%
685 FACILITIES MAINTENANCE	1,559,900	780,266	49.98%	3,289,671	958,552	70.86%
686 PW ADMINISTRATION	1,057,562	592,758	43.95%	1,162,788	515,669	55.65%
689 OPEB	4,159,700	2,085,334	49.87%	4,159,700	1,930,124	53.60%
690 UNEMPLOYMENT BENEFITS	0	0	0.00%	0	29,532	0.00%
691 CITY ATTORNEY ALLOCATION	1,200,000	608,994	49.25%	1,200,000	664,627	44.61%
<b>TOTAL INTERNAL SERVICE</b>	<b>15,634,662</b>	<b>7,857,814</b>		<b>19,151,638</b>	<b>9,100,356</b>	
<b>GRANT FUNDS</b>						
232 PUBLIC SAFETY GRANTS	576,630	258,045	55.25%	512,110	246,025	51.96%
236 COPS /AB 3229	110,205	89,254	19.01%	126,011	9,128	92.76%
237 LLEBG	166,225	0	100.00%	139,216	0	100.00%
240 CDBG	737,698	307,007	58.38%	1,139,878	243,508	78.64%
242 HOME - Program Income	0	0	0.00%	0	8,148	100.00%
245 CALHOME	0	0	0.00%	75,985	51,204	32.61%
246 HOME	1,500	0	100.00%	0	0	0.00%
247 NSP GRANT	0	5,750	0.00%	0	41,089	0.00%
260 INDIAN GAMING GRANTS	0	0	0.00%	273,769	273,769	0.00%
<b>TOTAL GRANT FUNDS</b>	<b>1,592,258</b>	<b>660,056</b>		<b>2,266,969</b>	<b>872,870</b>	



## Staff Report

TO: Honorable Mayor and Members of the Hemet City Council

FROM: Alex Meyerhoff, City Manager   
Deanna Elliano, Community Development Director 

DATE: January 26, 2016

RE: **CIRCULATION STUDY OPTIONS FOR THE DOWNTOWN HEMET SPECIFIC PLAN:** Update report to the City Council regarding cost estimates and recommendations for potentially changing the roadway configurations and classifications of Florida Avenue, Devonshire Avenue, Acacia Avenue, Carmelita Street and Juanita Street within the proposed Downtown Specific Plan.

### **RECOMMENDED ACTION:**

That the City Council:

1. *NOT authorize the additional funding for a focused traffic study for the Downtown Hemet Specific Plan project to evaluate Circulation Alternative Option 3 for Florida Avenue as a 2-lane roadway; and,*
2. *Direct staff and the consultant team to proceed with concept plans for a Modified Option 2 for Florida Avenue in the Specific Plan,*
3. *Direct staff to continue to explore opportunities with Caltrans to develop Florida Avenue as a Complete Street consistent with Modified Option 2.*

### **BACKGROUND:**

On November 3, 2015, the City Council and Planning Commission held a Joint Meeting on the preliminary land use, community design framework, and circulation concepts proposed for the Downtown Specific Plan. Staff and the Arroyo Group consultant team presented their recommendations to date, in conjunction with a summary of the public feedback from the on-line survey, previous community workshops, and our meetings with the City's Downtown Advisory Committee (DAC).

There was general consensus and direction to move forward from the Council and Commission regarding the recommended the land use plan and urban design framework for the specific plan area. Much of the discussion and comment was made on the proposed circulation plan, particularly in regard to Florida Avenue, which is currently owned and maintained by Cal-Trans as State Highway 74. The Consultant team proposed two options for transitioning Florida Avenue (within the Downtown) to more of a "complete street", i.e. making it more pedestrian and bicycle friendly, as well as introducing some traffic calming measures and beautification. Option 1 involved expanding the sidewalks on either side of the street and incorporating bicycle lanes in either direction. Option

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2 proposed incorporating a landscaped center median, bicycle lanes, and blub outs at intersections to increase pedestrian crossing safety and calm traffic. Both options continued to allow for limited on-street parking in front of businesses. The recommendation from Staff and the consultant team was to incorporate Option No. 2, as shown in Attachment 2 to this report. Also discussed at the Joint Meeting was a Modified Option 2 which would eliminate the bike lanes to allow for wider sidewalks to be provided along this segment of Florida in order to encourage a more pedestrian-friendly environment and the potential for future outdoor dining.

While there was some general agreement at the meeting to favoring Modified Option 2, a suggestion was made and discussed by the Council and Commission to evaluate the potential of an alternative Option 3, which would reduce Florida Avenue to 2 lanes instead of the existing 4 lanes, and widen the sidewalks on both sides of the street to further calm traffic and allow for a more enhanced sidewalk amenity.

After considerable discussion regarding the pros and cons of this concept, direction was given to staff and the traffic consultant (Iteris, Inc.) to return to the Council with a cost estimate for a traffic study to explore the feasibility of reducing Florida Avenue to 2 lanes between Gilbert Street and Santa Fe Street within the Downtown, thereby diverting the overflow east-west traffic to Acacia and Devonshire Avenues. Also to be addressed in the study was the potential for converting Acacia and Devonshire to one-way streets, and eliminating the existing on-street parking in these areas. In addition, the study was to examine converting Carmelita and Juanita, (north of Florida) into one-way streets, similar to what exists on Harvard Avenue.

#### **PROPOSED CIRCULATION ALTERNATIVE ANALYSIS:**

The traffic consultant for the Downtown Specific Plan, Iteris, Inc., provided a scope of work and cost estimate to city staff to perform the additional work, included as Attachment No. 4. The traffic consultant's estimated cost for the study is \$34,648.00. Because this work is outside of the scope of the contract under the SCAG grant for the Downtown SP, the funding for this work will need to be allocated from the City's existing General Fund budget account established to manage the project, conduct the community workshops, and prepare the environmental documents and technical studies for the Downtown Specific Plan. If the feasibility study is authorized and the Council's recommendation for the "preferred project" is to reduce Florida Avenue to 2 lanes, as well as the other circulation classification changes to be studied, additional funding for the project and the environmental analysis will need to be allocated from the General Fund to include and analyze a comprehensive amendment to the Circulation Element of the Hemet General Plan, including an extensive public outreach program to the businesses and residents potentially affected by the changes.

#### **Cal-Trans Considerations:**

On January 11, 2016 staff and the City Manager met with members of Caltrans staff from the District 8 office in San Bernardino to discuss the Downtown Specific Plan project and Florida Avenue. Caltrans has submitted a grant application to work towards making SR 74 (Florida Avenue) more of a "complete street". This is a result of recent State legislation (AB 1358) encouraging the development of complete streets throughout the state. Additionally, the Caltrans 2015-2030 Strategic Plan calls for increasing bicycle trips by 300%, pedestrian trips by 200%, and transit trips by 200%. Their Strategic Plan also has a goal of relinquishing miles of State Highway, with a typical length being 3 miles. The prior legislation that would give the City the option to proceed with relinquishment of all or a portion of Florida Avenue is still in place. However, the funding for Caltrans to turn over the roadway segment "in good repair" is very limited, and may not have State funding until 2018 or beyond.

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Staff shared with Caltrans the overall direction of the Specific Plan, and we were encouraged to find that many of our circulation goals and ideas were in alignment with theirs. However, Caltrans did not think there would be any support for reducing Florida Avenue to a 2-lane configuration, due the volumes on the roadway and its designation as a primary circulation corridor and truck route. There would also not be support for relinquishment of a portion of Florida if the lanes were reduced to 2, as this would impact the traffic flow on the rest of Florida Avenue.

The Caltrans representatives were in agreement with having a raised median on Florida, primarily for safety considerations. However, their plans do not include any landscaping of the median, and they would design for a 14 foot wide median, instead of the 10 foot wide median shown in Option 2. Since a landscaped median is essential to our design concept, there is the potential that the City could provide and maintain the landscaping through a “cooperative agreement” with Caltrans, and they would retain the right of way and maintenance responsibility for the street. The wider median would also mean that the bike lanes may not be able to be provided in this segment of Florida, which would be consistent with the Modified Option 2 described above. Staff will continue to coordinate with Caltrans on all of these elements as the Downtown Specific Plan progresses.

**Staff Recommendation:**

Based upon discussions with the traffic consultants, Caltrans, Hemet Unified School District, and our professional expertise, Staff recommends that the City Council not pursue the 2-lane circulation alternative study for Florida Avenue (Alternative Option 3) for the following reasons:

- The existing Florida Avenue traffic volumes of 28,000 vehicles, and projected future traffic flow of over 36,000 vehicles per day could not be diverted effectively onto other streets in the area if Florida is reduced to 2 lanes.
- Reducing Florida to a 2-lane configuration will likely hinder emergency vehicle response times, as this segment of Florida is a primary response route for Fire, Police and ambulance vehicles.
- Caltrans is not likely to support reducing the State highway to a two (2) lane roadway, with or without relinquishment.
- The Hemet Unified School District has schools on the parallel streets where traffic would be diverted (Acacia and Devonshire), and objects to the potential increase in traffic and truck traffic in proximity to the schools and the impacts to student safety.
- There are no alternative, close-by, parallel arterials that would substitute for the relocation of the Florida Avenue truck route.
- The east-west traffic would be diverted onto existing residential streets, where there are numerous existing driveways and single family homes fronting the street.
- Hemet’s General Plan requires a Level of Service D or better on the roadway network in this area of the city. Reducing Florida Avenue capacity would likely cause an increased impact to the level of service in many key intersections.
- If selected as the alternative for Florida Avenue, the change in Circulation Element classifications for Florida, Acacia and Devonshire will require a General Plan Amendment to the Circulation Element, which has not been included or considered in the budget for the Downtown SP, and will require additional funding.

Staff believes that many of the concepts that are desired for Florida Avenue – traffic calming, larger sidewalks, landscaped median - can be reasonably accomplished with the existing 4 lane configuration on Florida, and have been successful in other cities. Included as Attachment 5 are illustrations of what Florida Avenue can look like in the future with these elements added to the street.

**FISCAL IMPACT:**

The proposal for a focused traffic study to examine the Alternative Option 3 was not anticipated in the scope for the Specific Plan, and is not funded under the SCAG grant or the City's Downtown SP account, nor is the potential Circulation Element Amendment to the General Plan if this option is selected. While funding could be committed to this purpose from the Downtown SP account, it may impact the City's ability to fully fund other technical or environmental work in support of the Specific Plan project.

Prepared by:



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Deanna Elliano  
Community Development Director

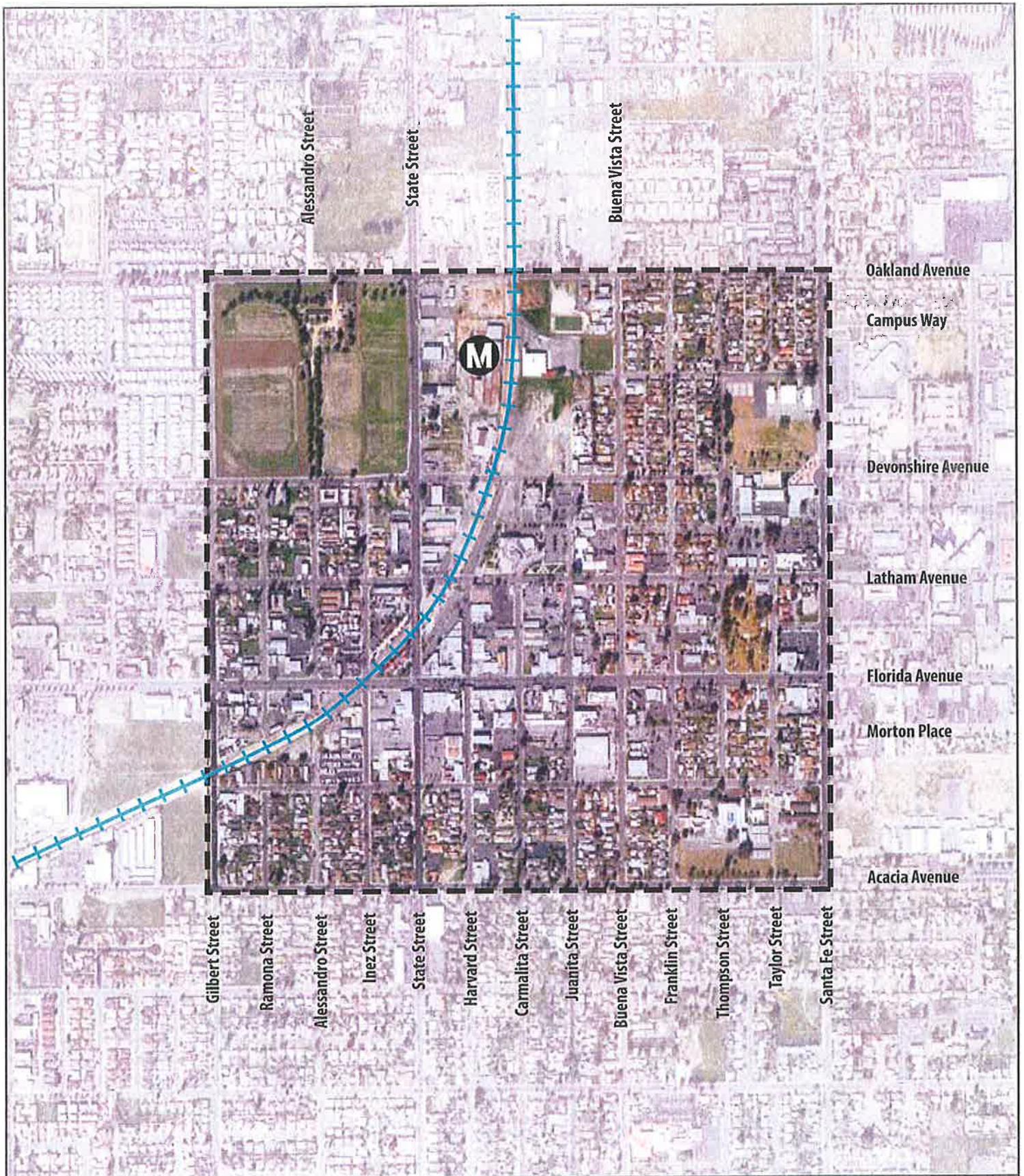
**ATTACHMENTS:**

1. Aerial photo of Downtown Hemet Specific Plan project area.
2. Proposed Option 2 for Florida Avenue.
3. Adopted General Plan Circulation Plan
4. Consultant Cost Estimate for Alternative Circulation Analysis
5. Illustrative street scenes of Florida Avenue with 4 lanes

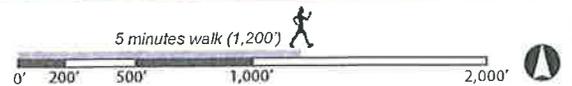
# Attachment No. 1

Aerial Photo of  
Downtown Hemet  
Specific Plan Project  
Area

City Council Meeting of  
January 26, 2016



**DOWNTOWN HEMET SPECIFIC PLAN AREA**



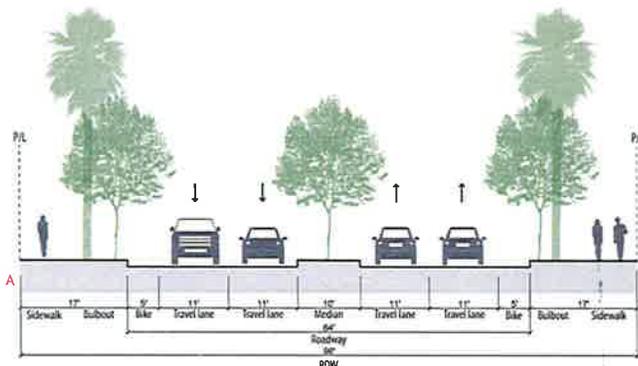
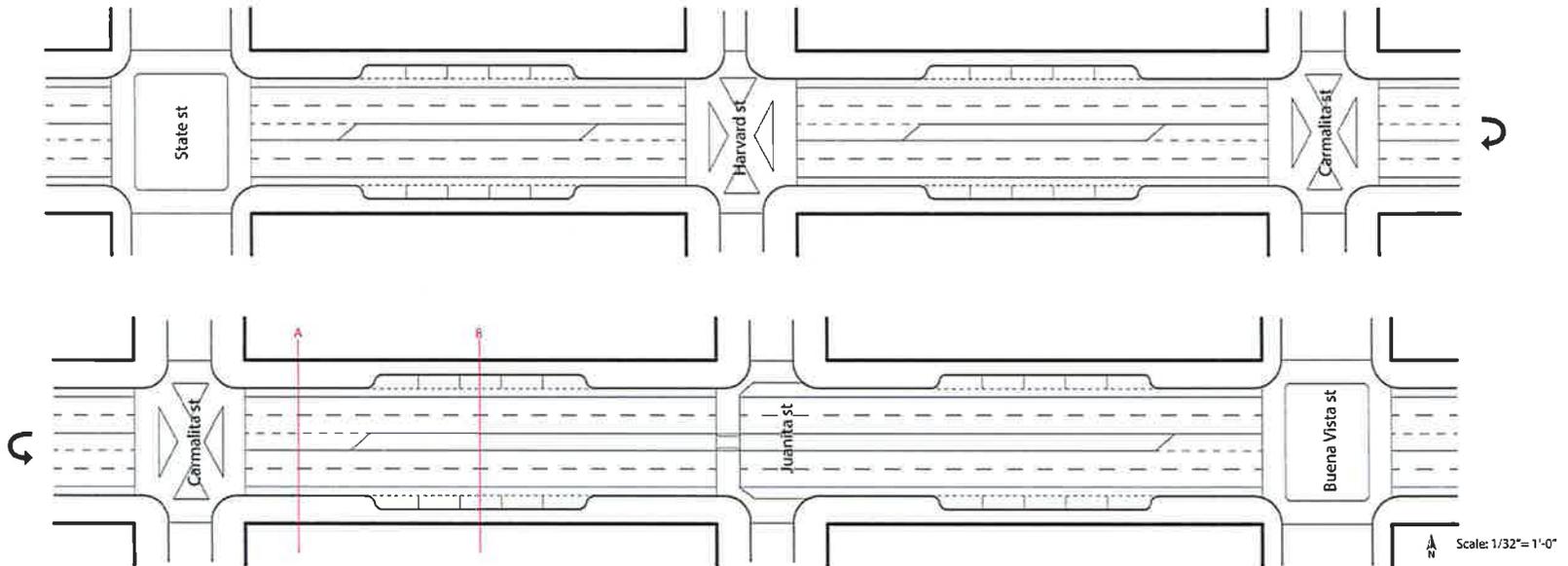
# Attachment No. 2

Proposed  
Option No.2 for  
Florida Avenue

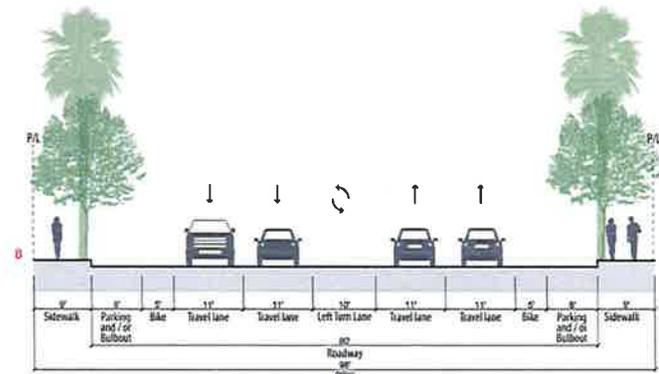
City Council Meeting of  
January 26, 2016

# Florida Avenue

## FLORIDA AVENUE



Florida Avenue from State Street to Buena Vista Street (Intersections)  
Modified Secondary A



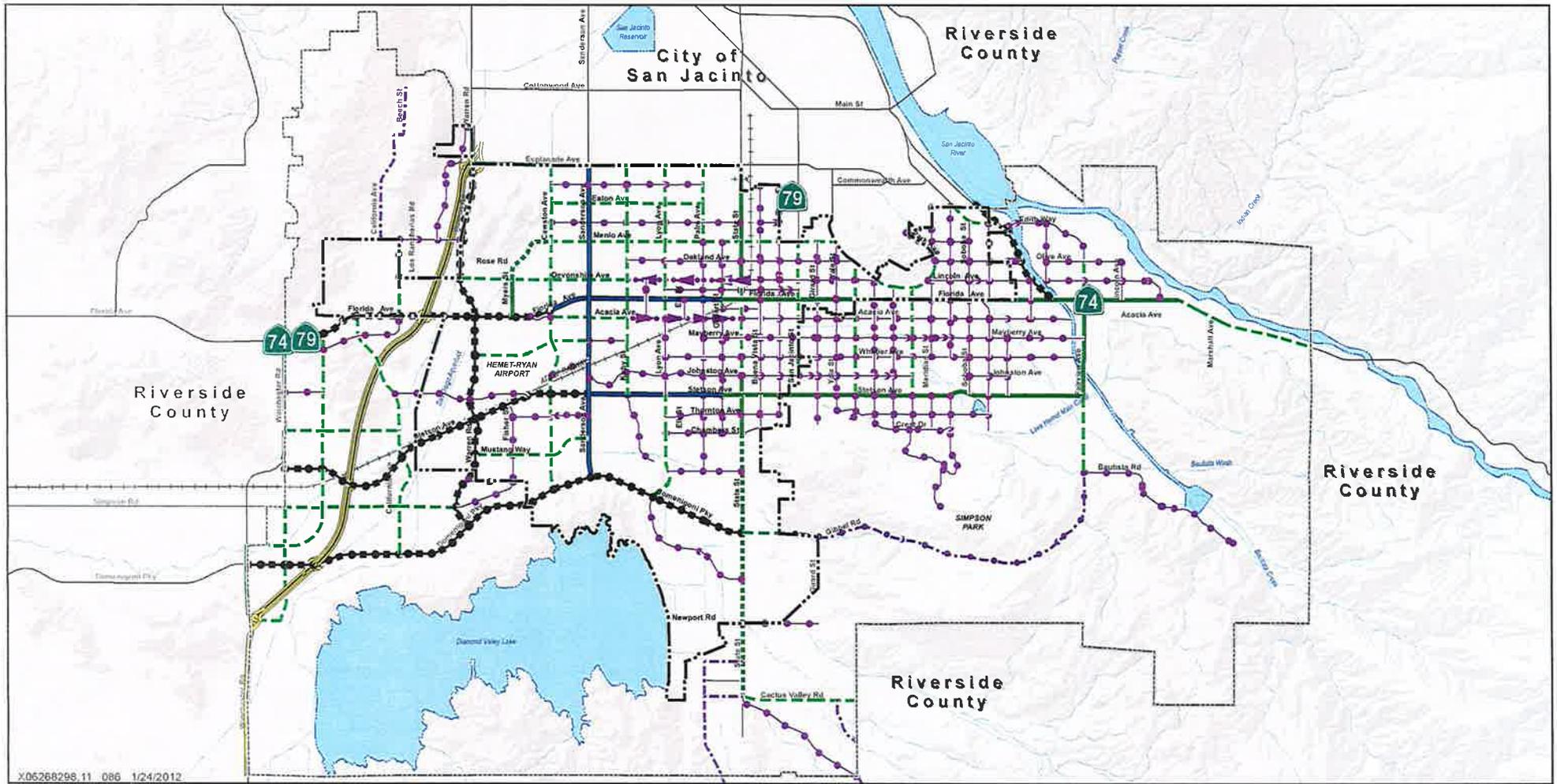
Florida Avenue from State Street to Buena Vista Street (Mid - Block)  
Modified Secondary A

Scale: 1/8" = 1'-0"

# Attachment No. 3

2012 General Plan  
Circulation Plan

City Council Meeting of  
January 26, 2016



X:05268298.11 086 1/24/2012



Sources:  
Census Tiger Line Data 2005  
Urban Crossroads 2011  
ESRI 2010



**LEGEND**

**Circulation System**

- Expressway 6D
- Arterial 6D
- Major 4D-6D
- Divided Secondary-A 4D
- Divided Secondary-B 4D
- Express Collector 3U
- Collector 2U
- Rural-A 2U
- Rural-B 2U
- Ramp

- Hemet City Boundary
- Planning Area
- River/Lake
- Creek/Canal
- Street
- Railroad

Note: The ultimate design and alignment of the proposed Hwy 79 has not yet been adopted and will be determined upon approval of the project by Caltrans and the Riverside County Transportation Commission. The adopted design alternative may result in changes to the circulation network shown on this Figure, including existing and proposed roadway connections in the vicinity of the proposed Hwy 79, and may or may not include the Tres Cerritos Avenue offramp.

**Figure 4.1**  
**ROADWAY CIRCULATION**  
**MASTER PLAN**  
Hemet General Plan

# Attachment No. 4

## Consultant Cost Estimate

City Council Meeting of  
January 26, 2016



November 16, 2015

Ms. Deanna Elliano  
Community Development Director  
City of Hemet,  
445 East Florida Ave,  
Hemet, CA 92543

**RE: Traffic Study for the Proposed Roadway Reconfiguration Alternative in Downtown Hemet**

Dear Ms. Elliano,

Iteris is pleased to present this proposed scope of work and fee to evaluate the potential traffic impacts resulting from the proposed roadway configurations in relation to the Downtown Hemet Specific Plan.

### **Scope of Services**

After a series of community workshops and meetings with the City Council for the Downtown Hemet Specific Plan, the City of Hemet requested a traffic analysis of a potential roadway configuration alternative in Downtown Hemet. This scope of work details the traffic analysis process for the proposed roadway configuration alternative, referred as the “with project” scenario. The proposed alternative is described as follows:

- Reduction of Florida Avenue from four lanes to two lanes generally between Gilbert Street and Santa Fe Street; and
- Conversion of the following roadways into one-way streets: Devonshire Avenue, Acacia Avenue, Harvard Street, Carmelita Street and Juanita Street.

### **Task 1 – Project Initiation/Scope Refinement/Data Collection**

Iteris will coordinate with the City of Hemet to finalize the scope, methodology and content of the traffic study for the project. A Memorandum of Understanding (MOU) between City staff and Iteris will be the product of this task, documenting the agreed upon assumptions for the study. The MOU will include such items as intersections to be studied, traffic diversion assumptions and traffic modeling methodologies.

Based on our experience on the Downtown Hemet Specific Plan and other similar efforts, it is estimated that up to 12 intersections would be required for Level of Service (LOS) analysis, including the following key intersections:

- Gilbert Street/Devonshire Avenue;
- State Street/Devonshire Avenue;
- Gilbert Street/Florida Avenue;

- State Street/Florida Avenue;
- Buena Vista Street/Florida Avenue;
- Santa Fe Street/Florida Avenue;
- Gilbert Street/Acacia Avenue; and
- Santa Fe Street/Florida Avenue

This scope of work assumes that new traffic counts would be collected during the a.m. and p.m. peak periods on a typical weekday (2-hour counts per peak period).

In addition, seven (7) average daily traffic (ADT) counts will be collected on a typical weekday at the following roadway segment locations:

- Florida Avenue west of Buena Vista Street;
- Harvard Street north and south of Florida Avenue;
- Carmelita Street north south of Florida Avenue; and
- Juanita Street north south of Florida Avenue;

If it is deemed that additional intersections would be required, as an outcome of the MOU process, a unit cost of \$750 per intersection would be added to the total base cost estimate, which would cover direct costs related to traffic count collection.

#### Task 2 – Traffic Diversion Assessment

As a first step, Iteris will build upon the Riverside Transportation Analysis Model (RivTAM) to reflect existing local conditions in the study area. Upon refinement of the model network detail, Iteris will perform a Baseline model run for the existing conditions and future year scenarios. Iteris will perform generalized limited model validity checks to accurately reflect the existing volumes collected in the previous task. Iteris will utilize the refined RivTAM to forecast the impacts associated with the proposed roadway configuration alternative in Downtown Hemet. Traffic diversion patterns will be identified for the “with project” scenario, as well as the impact of such diversions on adjacent roadways. Final traffic diversion patterns will be determined by using a combination of the model outputs, Iteris’ engineering judgement gained from experience on similar projects, and through coordination/feedback from City staff.

#### Task 3 – Existing Conditions Traffic Analysis

Utilizing the traffic counts collected as part of Task 1, Iteris will evaluate existing traffic and circulation conditions within the study area using the Highway Capacity Manual (HCM) methodology during existing conditions. If any study intersections are determined to be operating at an unacceptable level of service, these locations will be identified.

#### Task 4 – Future Year “without” and “with project” Conditions Traffic Analysis

Iteris will develop future year without project volume forecasts using the RivTAM as a baseline for measuring impacts. Furthermore, Iteris will utilize the trip diversion assumptions developed in Task 2 in order to assess future year traffic operations with the project alternative. Levels of service including the project alternative will be determined and compared to future year conditions without the project. Any significant impacts forecast to be caused by the project alternative will be highlighted.

#### ***Mitigation Measures***

Transportation improvements will be identified to reduce intersection and roadway segment significant traffic impacts to a level considered less than significant. Recommended physical improvements will be evaluated to show how they reduce the impact to less than significant. Any recommended improvements will also be assessed to determine if any secondary impacts to other modes of transportation would result with implementation of the improvement. Recommended physical improvements will be evaluated from a conceptual planning perspective only (preliminary engineering drawings are not included as part of this work scope).

#### Task 5 – Documentation and Response to Comments

A draft traffic study documenting the methodologies, findings, and recommendations of the traffic analysis would be submitted to the City for review. Iteris will respond to one set of consolidated comments from City staff and prepare a final report. Subsequent revisions to the final report, beyond those required by the first set of comments, will be billed on a “time and materials” basis.

#### Task 6 – Meetings

It is assumed that Iteris will attend up to two (2) two-hour meetings, conference calls and/or public meetings (e.g., public hearings/presentations). Additional meetings would be attended, as needed, on a “time and materials” basis.

#### **Compensation/Method of Payment**

Iteris proposes to complete the described scope of work in this proposal for a total not-to-exceed fee of **\$34,648**. A breakdown of our cost estimate which includes all labor costs is attached as **Exhibit A**. Please feel free to contact me at 213.802.1707 if you have any questions.

**Standard Terms and Conditions**

This proposal is based upon Iteris' Standard Terms and Conditions for Services as set forth in **Exhibit B**. These terms summarize our invoicing practices and certain other general business provisions.

We thank you for the opportunity to work with you on this project. If any additional information is required, please feel free to contact me at 213.802.1707, or Gina Escalante at 213.802.1714.

Sincerely,

**Iteris, Inc.**

A handwritten signature in cursive script that reads "Vigen Davidian". The signature is written in black ink and is positioned to the left of the typed name and title.

Vigen Davidian. P.E.  
Vice President

**Acceptance**

If the scope and fee presented above is accepted, please issue Iteris a purchase order for the scope of services that includes all payment terms.



# JOB COST ESTIMATE WORKSHEET - Time & Material (T&M)

JOB NAME Traffic Study for the Proposed Roadway Reconfiguration Alternative in Downtown Hemet

Date 11/16/2015

PREPARED BY Gina Escalante

TASK	Task Description	Person Hours Required by Category						Labor	Labor
		VP/PRIN	SR	ENGR	TECH	CLER	Other	Hours	Costs
		Average Labor Rate by Category							
		\$ 240	\$ 165	\$ 125	\$ 100				
1	Project Initiation & Coordination/Data Collection	4	4	2				10	\$ 1,870
2	Diversion Assessment	4	24	30				58	\$ 8,670
3	Existing Conditions		10	16				26	\$ 3,650
4	Future Year Conditions		14	18				32	\$ 4,560
5	Documentation & Response to Comments	4	10	20				34	\$ 5,110
6	Meetings/meeting preparation/coordination	12	8	12				32	\$ 5,700
7									
8									
9									
10									
11									
12									
13									
14									
15									
16									
17									
18									
19									
20									
<b>LABOR TOTALS</b>		24	70	98	0	0	0	192	\$ 29,560

**JOB ESTIMATE SUMMARY**

Labor	\$ 29,560
Expenses	\$ 5,088
<b>TOTAL ESTIMATED AMOUNT</b>	<b>\$ 34,648</b>

**NOTES/ADDITIONAL TERMS & CONDITIONS FOR TIME & MATERIAL AGREEMENT**

1. Iteris shall provide the Services defined in the Scope of Work on a Time & Material (T&M) basis. It is mutually agreed that the Total Estimated Amount is not a fixed price/lump sum amount but is a mutually agreed estimate based upon reasonable assumptions and evaluation of the Scope of Work. Iteris shall use reasonable commercial efforts to complete the Scope of Work such that billed amount does not exceed the Total Estimated Amount, which shall be designated as a Not-To-Exceed (NTE) amount, unless it is changed by mutual agreement and this Agreement is amended by a written instrument signed by both parties.

2. Labor Categories and Rates listed are for estimating purposes based upon the attached fee schedule for the current fiscal year. Billings will be monthly at the individual Categories and Rates for the persons actually performing the work during the performance period. Rates may be higher or lower than the estimated rates and are subject to annual adjustment.

3. Reimbursable expenses include fees and expenses for Iteris' subcontractors, subconsultants or other service providers, other direct costs & and travel expenses required to complete the project excluding any costs or expenses recovered in Iteris' overhead. Reimbursable expenses are subject to a handling charge.

**Expense Estimate Details**

<b>Subcontractors/Subconsultants</b>			
		\$	-
		\$	-
		\$	-
		\$	-
		<b>Subtotal</b>	<b>\$ -</b>
<b>Other Direct Costs</b>			
Intersection counts	12 @	\$ 250	\$ 3,000
Tube counts	7 @	\$ 150	\$ 1,050
Reproduction		\$	-
Post/Fax/Messngr		\$	-
Other		\$	-
		<b>Subtotal</b>	<b>\$ 4,050</b>
<b>Travel Expenses</b>			
Airfare	0 trips @	\$ -	\$ -
Hotel	0 nights @	\$ -	\$ -
Subsistence	0 days @	\$ -	\$ -
Rental Car/Taxi	0 days @	\$ -	\$ -
Mileage	1000 miles @	\$ 0.58	\$ 575
		<b>Subtotal</b>	<b>\$ 575</b>
Handling Charge	\$ 4,625 @	10%	\$ 463
<b>Total Estimated Expenses and Other Costs</b>			<b>\$ 5,088</b>

# **Attachment No. 5**

**Illustrations of  
East Florida Avenue**

**City Council Meeting of  
January 26, 2016**



Illustration of East Florida Avenue  
By The Arroyo Group



# Illustrative of East Florida Avenue

By Steve Covington