



AGENDA

REGULAR MEETING OF THE HEMET CITY COUNCIL

May 24, 2016

6:00 p.m.

City of Hemet Council Chambers
450 E. Latham Avenue

www.cityofhemet.org

Please silence all cell phones

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

Call to Order

Roll Call

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

Closed Session

Notice of Opportunity for Public Comment

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

1. Conference with Labor Negotiators

Pursuant to Government Code section 54957.6

Agency designated representatives: *Assistant City Manager Brown*

Employee organization:

Service Employees International Union (SEIU) General Employees

Hemet Non-Sworn Police Employees Association

Hemet Mid-Manager's Association

Hemet Police Management Association

Hemet Police Officers Association

Hemet Fire Fighters Association

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)

3. Conference with Real Property Negotiators

Pursuant to Government Code section 54956.8

Property: *Stetson and Sanderson, APN's: 456-050-013-8 and 456-050-044-6*

Agency negotiator: *Assistant City Manager Brown*

Negotiating parties: *Page Plaza Partners, LLC or Assignee*

Under negotiation: *Acquisition, Price and Terms*

REGULAR SESSION

7:00 p.m.

City of Hemet City Council Chambers
450 E. Latham Avenue

Call to Order

Roll Call

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

Invocation

Pledge of Allegiance

City Attorney Closed Session Report

4. Conference with Labor Negotiators
Pursuant to Government Code section 54957.6
Agency designated representatives: *Assisting City Manager Brown*
Employee organization:
Service Employees International Union (SEIU) General Employees
Hemet Non-Sworn Police Employees Association
Hemet Mid-Manager's Association
Hemet Police Management Association
Hemet Police Officers Association
Hemet Fire Fighters Association
 5. Conference with Legal Counsel - Anticipated Litigation
One (1) matter of significant exposure to litigation pursuant to Government Code section 54956.9(d)(2) & (3)
 6. Conference with Real Property Negotiators
Pursuant to Government Code section 54956.8
Property: *Stetson and Sanderson, APN's: 456-050-013-8 and 456-050-044-6*
Agency negotiator: *Assistant City Manager Brown*
Negotiating parties: *Page Plaza Partners, LLC or Assignee*
Under negotiation: *Acquisition, Price and Terms*
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Presentations

7. Annual Police Recognition Awards

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

8. **Approval of Minutes** – May 10, 2016
9. **Receive and File** – Investment Portfolio as of April 2016
10. **Receive and File** – Warrant Registers
 - a. Warrant registers dated April 28, 2016 in the amount of \$1,214,792.21 and May 4, 2016 in the amount of \$2,552,571.92. Payroll for the period of April 11, 2016 to April 24, 2016 was \$647,912.45.
11. **Recommendation by Engineering** – Speed Limits
 - a. Adopt a resolution approving speed limits on various street segments in the City.
Resolution Bill No. 16-035
12. **Recommendation by Public Works** – Landscape Maintenance Services Contract to Adame Landscape, Inc.
 - a. Approve award of a services contract to Adame Landscape, Inc. to provide Landscape Maintenance Services throughout the City of Hemet Landscape Maintenance Districts; and
 - b. Authorize the City Manager to execute a contract effective June 1, 2016, through September 30, 2017, for a total contract amount not to exceed \$618,368; and
 - c. Authorize the City Manager to execute purchase orders in support of the contract (\$38,648 for prorated FY 15/16 contract period).
13. **Recommendation by Public Works** – Second Amendment to Well No. 10 City Rehabilitation – City Project No. 5594
 - a. Approve Second Amendment to Well No. 10 City Rehabilitation – City Project No. 5594 for additional contract work with L.O. Lynch Quality Wells and Pumps for a total contract amount not to exceed \$117,185.22; and
 - b. Authorize the City Manager to execute purchase orders and change orders necessary to support the contract amount.

14. **Recommendation by Finance** – Initiating proceedings for the Formation of Hemet Landscape Maintenance District No. 102, Oak Tree Plaza
 - a. Adopt a resolution initiating proceedings for the formation of Hemet Landscape Maintenance District No. 102, Oak Tree Plaza, and the levy and collection of assessments within such district for FY 2017-2018 and ordering the preparation of an Engineer’s Report. **Resolution Bill No. 16-031**

15. **Recommendation by Finance** – Intention to form the Hemet Landscape Maintenance District No. 102, Oak Tree Plaza
 - a. Adopt a resolution declaring the intention to form the Hemet Landscape Maintenance District No. 102, Oak Tree Plaza, to levy and collect assessments within such district and preliminarily approving the Engineer’s Report for FY 2017-2018 and appointing the time and place for hearing protests. **Resolution Bill No. 16-032**

16. **Recommendation by Finance** – Initiating proceedings for the Formation of Hemet Streetlight Maintenance District No. 102, Oak Tree Plaza
 - b. Adopt a resolution initiating proceedings for the formation of Hemet Streetlight Maintenance District No. 102, Oak Tree Plaza, and the levy and collection of assessments within such district for FY 2017-2018 and ordering the preparation of an Engineer’s Report. **Resolution Bill No. 16-033**

17. **Recommendation by Finance** – Intention to form the Hemet Streetlight Maintenance District No. 102, Oak Tree Plaza
 - b. Adopt a resolution declaring the intention to form the Hemet Streetlight Maintenance District No. 102, Oak Tree Plaza, to levy and collect assessments within such district and preliminarily approving the Engineer’s Report for FY 2017-2018 and appointing the time and place for hearing protests. **Resolution Bill No. 16-034**

18. **Recommendation by Finance** – Declaration of City Vehicles, E-Waste and Equipment at Surplus
 - a. Declare a list of City vehicles and non-functioning equipment as surplus to be sold at auction.

19. **Recommendation by Community Development** – Third Amendment to Professional Services Agreement with CSG Consultants, Inc.
 - a. Approve the Third Amendment to the Professional Services Agreement between the City of Hemet and CSG Consultants, Inc., maintaining the original contract pricing and increasing the compensation by an additional \$5,000 for a total not to exceed contract amount of \$53,000; and
 - b. Authorize the City Manager to execute the Third Amendment to Professional Services Agreement with CSG, Inc. with funding allocated under the existing FY 15-16 Building Division budget and associated developer deposits.

20. **Recommendation by Community Development** – First Amendment to the Agreement for Services for preparation of the ADA Self-Evaluation & Transition Plan
 - a. Approve the First Amendment to the Agreement for Services between the City of Hemet and Disability Access Consultants, LLC, amending the scope of services to add Phase 2 of the work effort and increasing the compensation by an additional \$15,000 for a total not-to-exceed contract amount of \$84,850; and
 - b. Authorize the City Manager to execute the First Amendment to the Agreement for Services with Disability Access Consultants LLC, with funding allocated from the Plan under the existing FY 15-16 Building Division budget.

 21. **Recommendation by Community Development** – Request for the City of Hemet to be a Concurring Party to the Memorandum of Agreement between CalTrans and the State Historic Preservation Officer regarding the State Route 79 Realignment Project
 - a. Authorize the Mayor to sign the MOA as a Concurring Party to the Agreement on behalf of the City of Hemet.

 22. **Recommendation by Finance** – Notice of Completion, Project Completion and Final Change Orders – Sisk Rebuild Project
 - a. Accept the project and direct the City Clerk’s office to file a Notice of Completion with the County of Riverside Recorder’s Office; and
 - b. Approve Change Order #4 in the amount of \$41,814 plus 16 days and Change Order #5 in the amount of (\$2,497) to the contractor AVI-CON, Inc. dba CA Construction, increasing the contract amount to \$1,380,030; and
 - c. Authorize the City Manager to approve the change orders and authorize payment of the increased contract balance and retention due to AVI-CON, Inc. dba CA Construction; and
 - d. Approve Change Order #1 in the amount of \$20,735.07 and Change Order #2 in the amount of \$3,903.57 to Hamel Contracting, Inc. increasing the contract amount to \$74,638.64; and
 - e. Authorize the City Manager to approve the change orders and authorize payment of the increased contract balance due to Hamel Contracting, Inc.; and
 - f. Approve Change Order #1 in the amount of \$4,475 to Andreson Architect, Inc.; and
 - g. Authorize the City Manager to approve the change order and authorize payment of the increased contract balance due to Andreson Architect, Inc.
 - h. Authorize the Deputy City Manager/Administrative Services Director to establish a supplemental appropriation in General Facilities Fund 316.
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Communications from the Public

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

Discussion/Action Item

23. **Discussion of Fiscal Year 2016-17 Proposed Budget** – Deputy City Manager/Administrative Services Director Hurst
Discussion regarding this item, with possible direction to staff
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City Council Reports

24. 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. Grant Ad-Hoc Committee (June 23, 2015)
 - 3. Homeless Ad-Hoc Committee (February 9, 2016)
 - 4. Special Events Ad-Hoc Committee (March 22, 2016)
 - 5. Business/Industry Ad-Hoc Committee (April 15, 2016)

- G. Assistant City Manager Brown
 - 1. Manager's Reports
 - 2. Council Meeting schedule for July and August

Continued Closed Session

City Attorney Continued Closed Session Report

Future Agenda Items

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

Adjournment

Adjourn to Tuesday, June 14, 2016 at 7:00 p.m. for consideration of items placed on that agenda. The next regular meeting will be held June 28, 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.



#8

MINUTES

REGULAR MEETING OF THE HEMET CITY COUNCIL

May 10, 2016

5:00 p.m.

City of Hemet Council Chambers
450 E. Latham Avenue

www.cityofhemet.org

Please silence all cell phones

Call to Order

Mayor Wright called the meeting to order at 5:02 p.m.

Roll Call

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

ABSENT: Council Member Youssef

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

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 5:03 p.m.

1. Conference with Labor Negotiators

Pursuant to Government Code section 54957.6

Agency designated representatives: *City Manager Meyerhoff*

Employee organization:

Service Employees International Union (SEIU) General Employees

Hemet Non-Sworn Police Employees Association

Hemet Mid-Manager's Association

Hemet Police Management Association

Hemet Police Officers Association

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)

3. Conference with Legal Counsel - Existing Litigation

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

Name of case: *Salvador Gonzaga v. Linda Ann Olsen, et al. MCC 1301784*

REGULAR SESSION

7:00 p.m.

City of Hemet City Council Chambers
450 E. Latham Avenue

Call to Order

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

Roll Call

PRESENT: Council Members Krupa, Milne and Mayor Wright

ABSENT: Council Member Youssef and Mayor Pro Tem Raver

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

Invocation

Invocation was given by Merrill Brinton, Hemet-San Jacinto Interfaith Council.

Pledge of Allegiance

Pledge of Allegiance was led by Marie McDonald.

City Attorney Closed Session Report

4. Conference with Labor Negotiators

Pursuant to Government Code section 54957.6

Agency designated representatives: *City Manager Meyerhoff*

Employee organization:

Service Employees International Union (SEIU) General Employees

Hemet Non-Sworn Police Employees Association

Hemet Mid-Manager's Association

Hemet Police Management Association

Hemet Police Officers Association

The City Council was given an update by the City's Negotiator. There was no additional reportable action.

5. Conference with Legal Counsel - Anticipated Litigation

One (1) matter of significant exposure to litigation pursuant to Government Code section 54956.9(d)(2) & (3)

The City Council discussed one matter of anticipated litigation. This matter will come back for additional discussion. There was no additional reportable action.

6. Conference with Legal Counsel - Existing Litigation
Pursuant to Government Code section 54956.9(d)(1)
Name of case: *Salvador Gonzaga v. Linda Ann Olsen, et al. MCC 1301784*
The City Council gave directions to staff regarding the listed case. There was no additional reportable action.
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Presentation

7. Hemet CAN PLUS Student's Tobacco Waste Clean-up at Weston and Oltman Parks
Michael Ramirez, Hemet CAN, gave the City Council an update on the PLUS Students efforts to reduce tobacco use. Students from the local schools gave presentations to the City Council's and participated in clean-up efforts that led to the adoption of an ordinance prohibiting smoking in public parks.
PLUS Students in attendance from Hemet High were Angle Ruiz and Madalynn Daniels.
PLUS Students in attendance from West Valley were Melissa Acosta, Issa Martinez, Emily Montanez, Lizbet Toledo, Paola Chavez, Sabrina Foster and Andrew Mozqueda.
The PLUS Students gave the City Council a powerpoint presentation on how the parks look 11 months later. A survey was completed to help measure the effects of the ordinance. The City Council adopted an ordinance prohibiting smoking in public parks. Survey's were conducted 5 months prior to the adoption of the ordinance and again 5 months after. There was a visual decrease in smoking and a decrease in patrons seeing trash from tobacco use. Even though the ordinance is in place there is still smoking and trash from tobacco use in both Weston and Oltman Parks. Graphs were displayed showing the survey results. Pictures of the trash collected prior to the ordinance and trash collected after the ordinance were displayed. The students suggested larger signs for more awareness of the prohibition by patrons, more enforcement and/or greater fines.
Valerie Valez, HUSD, PLUS stands for Pure Leaders Uniting Students. With their efforts the use of tobacco amongst the students is declining. The one trend locally, State and Nationally that is declining is the use of E-tobacco products. In general we are making great progress. These students are making presentations at their schools and the middle schools.
Mayor Wright, impressive efforts. The City will be undertaking a Park Master Plan and will consider your recommendations at that time. The PLUS Students are great mentors for the other students.
8. Proclamation proclaiming May 6-12th as Public Service Recognition Week
Mayor Wright, read and presented the proclamation to Tim Burke, SEIU Representative.
Tim Burke, thanked the City Council for recognizing the Public Employees and appreciating the work they do.
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City Council Business Consent Calendar

9. **Approval of Minutes** – April 26, 2016
10. **Receive and File** – Warrant Register
 - a. Warrant register dated April 14, 2016 in the amount of \$635,759.98. Payroll for the period of March 28, 2016 to April 10, 2016 was \$594,408.05.
11. **Recommendation by Public Works** – First Amendment to Professional Services Agreement with Michael Baker International, Inc.
 - a. Approve the First Amendment to the Professional Services Agreement with Michael Baker International, Inc. for environmental and regulatory services to update the city-wide Long-Term Routine Maintenance Permitting Program in an amount not to exceed \$83,500; and
 - b. Authorize the Deputy City Manager/Administrative Services Director to record a supplemental appropriation of \$17,200 in Storm Drain Fund 254-4650-2710; and
 - c. Authorize the City Manager to execute the amendment to the agreement.
12. **Recommendation by Engineering** – Whittier Avenue Storm Drain
 - a. Authorize the Deputy City Manager/Administrative Services Director to establish budget in the amount of \$339,451.87 plus a 10% contingency of \$33,945.19 for a total expenditure in the amount of \$373,397.06 in Fund No. 222-5618-5500; and
 - b. Authorize the City Manager to negotiate and execute a future amendment to the Cooperative Agreement with Riverside County Flood Control and Water Conservation District to include the additional \$373,397.06 in addition to the previously authorized amendment of \$90,041 for street paving.
13. **Recommendation by Public Works** – Authorizing the Submittal of Application for Payment Programs through CalRecycle
 - a. Adopt a resolution authorizing the submittal of application for payment programs through the Department of Resources Recycling and Recovery (CalRecycle) and establishing the City Manager, or his designee, as the signatory authority for those submissions. **Resolution No. 4671**

Item No. 13 was removed from the Consent Calendar. **Council Member Milne moved and Council Member Krupa seconded a motion to approve the remaining Consent Calendar Items as presented. Motion carried 3-0.**

Item No. 13

Mayor Wright, asked what the funding has been used for in the past and what it will be used for in the future.

Kris Jensen, Public Works Director, these funds have been used for a number of small projects. This is a non-competitive grant that is given on a per capita basis. The funding is based on the amount of beverage container recycling received by the State from the area. The funding is generally between \$20,000 and \$24,000 a year. The use of the funding is very

specific. A portion of the funding is used for litter abatement. Volunteer projects are supported with this money. A number of trash and recycle containers have been purchased with this money for city facilities and parks. Some of the plastic park equipment has been purchased with the money. A portion of the funds can be used for staffing for special events like the air show and used oil events. Future use of the funds is getting more difficult. It is harder to find products that are made just with recycled beverage containers.

Council Member Krupa moved and Council Member Milne seconded a motion to approve this item as presented. Motion carried 3-0.

Communications from the Public

Cindy Wilson, U-Haul, distributed a booklet to the City Council and gave an overview of the way U-Haul benefits the community. Ms. Wilson expressed concern with the zoning at some of the locations in Hemet that are currently U-Haul Dealerships. A number of established businesses in Hemet have become dealerships to supplement their income. There is one company owned store on State Street the others are independent locations throughout the City. Some of the businesses that were previously operating have been told to stop and to remove the U-Haul's because of the zoning.

Mayor Wright, recommended that Ms. Wilson meet with the City Manager and the Community Development Director.

Stacy Olsen and Melissa Diaz Hernandez, Hemet-San Jacinto United for Change, invited the City Council to attend the Forum on Homelessness to be held on May 21st from 1:00 to 4:00 p.m. at the Cornerstone Church. Flyers were distributed.

Discussion/Action Item

14. **Discussion of Fiscal Year 2016-17 Proposed Budget** – Deputy City Manager/Administrative Services Director Hurst

Discussion regarding this item, with possible direction to staff

Jessica Hurst, Deputy City Manager/Administrative Services Director, gave the City Council a powerpoint presentation on the proposed 2016-17 annual budget. Staff will bring back the budget for an additional discussion on May 24th and proposed adoption on June 14, 2016. Conservative revenue projections were used in the preparation of the budget, as well as, a reasonable level of expenditures to provide necessary services to the community. The proposed budget is consistent with the 5-year plan. Ms. Hurst noted errors in dates on pages S1 and S2 that will be corrected. The FY 2016/2017 General Fund deficit is \$348,518. General Fund Salary and benefits decreased by \$1,406,500. The major factors are a decrease of \$400,000 for overtime, a decrease of \$171,700 for PERS and a decrease of \$620,100 for Retiree Medical. The following proposed position changes resulted in a decrease of \$456,889: eliminate the Assistant City Manager/Economic Development; add an Executive Analyst; eliminate a Limited Term Sergeant; eliminate a Limited Term Investigator; add a Library Assistant II; and eliminate the City's Housing Program including a Housing Specialist. The proposed budget has an overall General Fund decrease of \$104,540 in Maintenance and Operations. The major factors are: \$10,000 decrease in Council travel; \$44,000 net decrease in Contract Services; \$13,000 increase for an online recruitment/application system; \$12,000 decrease in tourism program; and various decreases for one-time projects, including CIP. The proposed budget has an overall General Fund decrease of \$160,300 for the Internal Service Funds. The major factors are: \$271,900 decrease in City Attorney; \$254,900 decrease in

IT/Telephone; \$298,100 increase in Liability Insurance; and \$68,400 increase in Equipment, Vehicle and Facility costs. The proposed budget includes an overall increase in General Fund Revenue of \$2,146,807. The major categories are: Sales Tax - \$390,000 (3.2%) increase; Property Tax - \$1,683,466 (16.4%) increase; and Development Fees - \$186,000 (8.2%) decrease. The proposed revenue for the Water Fund is \$11,133,300 with proposed expenditures of \$9,559,990 (not including CIP). Proposed positions changes are: eliminate Management Assistant and add an Executive Analyst. This budget will include an Emergency Services Fund, previously Emergency Services was allocated with IT, it is proposed for better tracking of reimbursable cost to separate the two functions. The Capital Improvement Plan (CIP) was approved by Council on April 26, 2016. All projects are to be funded through special revenue funds, grants, impact fees, internal services funds, etc. No projects are funded by the General Fund.

Mayor Wright, during the recession bids were coming in about 30 – 35% lower than anticipated. What percentage is the decrease in actual bid versus projected costs at this time? **Steve Latino, Engineering Director/City Engineer**, we haven't been tracking that. There has been an overall increase almost back to pre-recession costs. Material costs have actually increased. A lot of lower costs bids were due to companies bidding low to keep work coming and employees employed.

Mayor Wright, great overview, even with conservative estimates it looks like the City's budget is going in the right direction.

Edna LeBron, Housing Specialist, I want to clarify a few things. The City's Housing Program is not declining. The Housing Department has many programs to administer not just the housing program. I do many programs...not just the housing program. There are two current CalHome Programs, an NSP Project on Mobley Lane that has to be monitored for 55 years or the City will have to return the \$2.8 million to HUD, and current grants and past grants that have to be monitored. The Department had 3.5 people until 2012, now it has one. The Senior Home Repair Program that the City has administered for years has a budget of \$200,000 for the next FY and waiting list of seniors in need of home repairs. No additional applications are being accepted due to the long waiting list, but calls are received daily requesting applications. Some of these programs are funded by CDBG. Code Enforcement gets an allocation from CDBG with Housing Funds. These programs require site visits and historical preservation of records. I've been told the City does not have funding or enough money to keep me employed, but who will do this job. I have been without a supervisor for years and no one to advocate for my job. Ms. LeBron invited the Council Members to come by her office and see what she does.

City Council Reports

15. CITY COUNCIL REPORTS AND COMMENTS

A. Council Member Krupa

1. Riverside Conservation Authority (RCA)

RCA is taking into consideration the recommendations on the fee credits and will be bringing the item back in June or July.

2. Ramona Bowl Association

Pageant is over for the season. The final numbers for the season should be available soon. It was a great cohesive cast. The largest crowd was on the last Sunday.

Mayor Wright, it was a good season with great attendance.

3. Riverside Transit Agency (RTA)

RTA approved a balanced budget, the Department of Labor is still concerned with the PEPRAs changes but allowed the transportation funding anyway.

4. Watermaster Board

5. Library Board

The Victorian Tea and Fashion Show will be held on Sunday, May 15th at 1:00 p.m.

6. League of California Cities

Council Member Krupa attended the General meeting, updates from the April Policy Committee meetings and the legislation.

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

Council Member Milne attended LEAC with Council Member Krupa, Mayor Pro Tem Raver and Mayor Wright. There were over 30 people from Hemet there to support two Police employees that received recognition.

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

Mayor Wright attended the League General meeting, after the Policy committee updates the topic was redistricting. The last Policy Committee meeting the League passed a resolution requesting that the Governor work with the League to enact legislation requiring Edison to compensate customers affected by prolonged power outage under specific circumstances that is AB 1800. AB 2709 is to eliminate mylar balloons.

5. Western Riverside Council of Governments (WRCOG)

Mayor Wright attended ROTC's Pass and Review at Hemet High School.

Mayor Wright attended the Healthy Valley Foundation Gala.

Mayor Wright attended the SCAG Conference in Palm Springs.

F. Ad-Hoc Committee Reports

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

Next meeting, May 17, 2016

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

Mayor Wright requested that a meeting be scheduled.

3. Homeless Ad-Hoc Committee (February 9, 2016)

Mayor Wright requested that a meeting be scheduled.

4. Special Events Ad-Hoc Committee (March 22, 2016)

Met last week, recommendations will be on a future agenda.

G. City Manager Meyerhoff

1. Manager's Reports

2. Staff Spotlight

3. Update on Future Agenda Items

Alex Meyerhoff, City Manager, gave the City Council an update on previously requested future agenda items.

Youth Council/Parks/Skateparks: Citizens Visionary Workshop for Parks, Park Master Plan RFP to be prepared in FY 16/17 and released in July or August. There is \$3 million in Parks DIF available. Staff will continue to research skateparks.

Mayor Wright, recommended an Ad-Hoc Committee that includes public and staff.

Energy Efficiency upgrades: Through WRCOG Energy Leadership Partnership Programs and SCE, City completed internal audits through LINCUS of specific City facilities, including City Hall, Library, PD, Covell, Corporation Yard. Audit provided a series of specific recommendations. City Participated in Direct Install program to retrofit City buildings. Additional energy efficiency improvements to be included as future CIP projects.

City as an MSHCP Mitigation Bank: Staff will work with RCA to conduct a Work Study.

Stetson Crossing: At the Strategic Planning Session the Council expressed interest in a mixed use including education at this site. There has been some renewed interest in this location.

WRCOG – TUMF Update: WRCOG has initiated the TUMF program update and schedule.

Boarded-up Buildings - Staff will meet with Mayor Pro Tem Raver and Mayor Wright and report back.

Battalion Chiefs: Chief Brown has begun the process of updating the Job Descriptions.

SunEdison Improvements: On April 21st, City issued a Notice of Default to the Developer to complete all Public Improvements under Solar Fee and Improvement Agreement. A Demand letter was sent to KeyBank National Association.

Groundwater Sustainability Agency: City is meeting with EMWD later this week and will come back with a Work Study at a later date.

Future Work Study Sessions will include: Riverside County EDA – Section 8 Program; RCTC State Route 79 By-Pass; TUMF Revision; Groundwater Sustainability Agency; and RCA's MSHCP Update.

4. Update from Strategic Planning

Mr. Meyerhoff, the Economic Development Strategies that were discussed at the April 15th meeting are already in the City's General Plan. A workstudy session will be scheduled on these policies at a later date.

The City Council directed staff to schedule the next Strategic Planning Session.

Police Chief Brown, announced that this is National Police Week. In 1962, President John F. Kennedy signed a proclamation which designated May 15 as Peace Officers Memorial Day and the week in which the date falls as Police Week. Currently, tens of thousands of law enforcement officers from around the world converge on Washington, DC to participate in a number of planned events which honor those that have paid the ultimate sacrifice. The Hemet Police Department has never had an officer killed in the line of duty. However, in 2006, two Hemet officers were shot by a suspect high on methamphetamine. In 2015, 25 Hemet officers were violently assaulted on the job. In the first two months of 2016, Hemet police officers were involved in 2 separate officer involved shootings. The officers performed decisively and with honor to protect innocent citizens and their fellow officers. At the annual Employee Appreciation Dinner, 8 officers will be honored with the "Life-saving Medal" and 4 officers with the "Police Cross" for exceptional performance in the face of violence.

Future Agenda Items

Drone Issues
Skatepark Ad-Hoc Committee

Adjournment

Adjourned at 8:31 p.m. to Tuesday, May 24, 2016 at 7:00 p.m.



AGENDA

9

Staff Report

TO: Honorable Mayor and members of the City Council
FROM: Judith L. Oltman, City Treasurer
DATE: May 24, 2016
RE: Investment Portfolio as of April 2016

RECOMMENDED ACTION:

Receive and file.

ANALYSIS:

The summary statement of activity and balances of the Treasurer's Investment Portfolio for the month of April 2016 is forwarded herewith for your review.

On 4/1/16 we purchased a 4 year 8 month Wells Fargo medium term note# 5038 for \$1,000,000 with a yield of 2.056762 and on 4/29/16 we purchased a 5year/3month call FHLB #2290 at 2.0% for \$500,000.

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

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

Respectfully Submitted,

Judith L. Oltman
City Treasurer

attachment

CITY OF HEMET, CALIFORNIA
Monthly Report of Investment Activities

APRIL 2016

INVESTMENT CLASSIFICATIONS	MONTHLY ACTIVITY	CONSOLIDATED BALANCE
PORTFOLIO AS OF MARCH	61,579,024.24	
CERTIFICATES OF DEPOSIT Placed this month Matured this month Balance		7,676,000.00
LOCAL AGENCY INVESTMENT FUND: City of Hemet Deposits Withdrawals Balance	23,453.63	20,341,766.04
BANK OF NEW YORK MELLON Custodial Acct. Deposits Withdrawals Balance	27,687.93 -1,557,662.93	219,032.68
CITIBANK: Money Market Account Deposits Withdrawals Balance	74,850.48	318,687.02
CITIBANK: Money Market Account 3 Deposits Withdrawals Balance	946,555.36 -300,000.00	8,214,839.17
MUNICIPAL BONDS & NOTES Deposits Withdrawals Balance	1,000,000.00	20,523,583.80
GOVERNMENT AGENCIES		
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
2288 1.50% FNMA 3/16/16		1,000,000.00
2289 1.80% FHLB 3/30/21		1,000,000.00
2290 2.0% FHLB 4/29/21	500,000.00	500,000.00
PORTFOLIO BALANCE AS OF APRIL 2016	62,293,908.71	62,293,908.71

INTEREST EARNINGS	15-16 FISCAL YEAR-TO-DATE	
EARNINGS BALANCE AS OF APRIL 1, 2016		390,999.94
CERTIFICATES OF DEPOSIT INT.	6,525.33	
OTHER GOVERNMENT SECURITIES	21,547.33	
CITIBANK MONEY MARKET ACCOUNT	37.17	
CITIBANK MONEY MARKET ACCOUNT 3	942.82	
BANK OF NY MONEY MARKET ACCT.	15.37	
LOCAL AGENCY INVESTMENT FUNDS		
CITY OF HEMET INTEREST	23,453.63	
MONTHLY EARNINGS TOTAL	52,521.65	52,521.65
MEMO ONLY:		
Charges as of Oct. 1, 2015	-15,162.20	
15-16 YEAR-TO-DATE INTEREST EARNINGS		443,521.59

CITY OF HEMET
Portfolio Management
Portfolio Summary
April 30, 2016

Investments	Par Value	Market Value	Book Value	% of Portfolio	Term	Days to Maturity	YTM 360 Equiv.	YTM 365 Equiv.
Certificates of Deposit - Bank	1,733,000.00	1,737,511.68	1,733,000.00	2.77	1,619	357	1.452	1.473
Managed Pool Accounts	20,341,766.04	20,341,766.04	20,341,766.04	32.56	1	1	0.454	0.460
Passbook/Checking Accounts	8,752,558.87	8,752,558.87	8,752,558.87	14.01	1	1	0.422	0.428
Local Government Bonds	12,523,583.80	12,864,480.47	12,655,959.08	20.26	2,303	1,848	2.450	2.484
Medium Term Notes	8,000,000.00	8,181,705.00	8,054,505.44	12.89	1,786	1,262	1.900	1.927
Federal Agency Issues - Coupon	5,000,000.00	5,000,800.00	5,000,000.00	8.00	1,826	1,247	1.372	1.392
Negotiable CDs	5,943,000.00	6,077,270.37	5,943,000.00	9.51	1,880	1,108	1.780	1.805
Investments	62,293,908.71	62,956,092.43	62,480,789.43	100.00%	1,067	753	1.267	1.285

Cash and Accrued Interest

Accrued Interest at Purchase		26,172.32	26,172.32					
Subtotal		26,172.32	26,172.32					
Total Cash and Investments	62,293,908.71	62,982,264.75	62,506,961.75		1,067	753	1.267	1.285

Total Earnings	April 30 Month Ending	Fiscal Year To Date
Current Year	65,649.66	1,101,730.48
Average Daily Balance	61,909,935.18	60,724,218.63
Effective Rate of Return	1.29%	2.17%

JUDITH L. OLTMAN, TREASURER

Reporting period 04/01/2016-04/30/2016

Run Date: 05/16/2016 - 09:56

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

CITY OF HEMET
Portfolio Management
Portfolio Details - Investments
April 30, 2016

CUSIP	Investment #	Issuer	Average Balance	Purchase Date	Par Value	Market Value	Book Value	Stated Rate	S&P	YTM 365	Days to Maturity	Maturity Date
Certificates of Deposit - Bank												
06740KEX1	3146	BARCLAYS BANK DE		12/07/2011	247,000.00	248,516.33	247,000.00	1.900		1.902	220	12/07/2016
SYS3174	3174	BANK OF HEMET		09/06/2013	494,000.00	494,000.00	494,000.00	0.500		0.500	128	09/06/2016
SYS3144	3144	BANK OF THE WEST		10/12/2011	249,000.00	250,116.84	249,000.00	1.750		1.750	164	10/12/2016
SYS3136	3136	CIT BANK		08/24/2011	247,000.00	247,970.51	247,000.00	1.800		1.800	115	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	1,633	10/20/2020
36160WVR7	3132	G.E. Capital Financial, Inc.		08/12/2011	247,000.00	247,908.00	247,000.00	1.850		1.850	103	08/12/2016
Subtotal and Average			1,733,000.00		1,733,000.00	1,737,511.68	1,733,000.00			1.473	357	
Managed Pool Accounts												
SYS1001	1001	LOCAL AGENCY INVESTMENT FUND			20,341,766.04	20,341,766.04	20,341,766.04	0.460		0.460	1	
Subtotal and Average			20,330,821.01		20,341,766.04	20,341,766.04	20,341,766.04			0.460	1	
Passbook/Checking Accounts												
SYS5009	5009	BANK OF NEW YORK			219,032.68	219,032.68	219,032.68			0.000	1	
SYS5001	5001	Citibank			318,687.02	318,687.02	318,687.02	0.150		0.150	1	
SYS5004	5004	CITIBANK3			8,214,839.17	8,214,839.17	8,214,839.17	0.450		0.450	1	
Subtotal and Average			8,657,320.99		8,752,558.87	8,752,558.87	8,752,558.87			0.428	1	
Local Government Bonds												
044555PA2	5025	ASHLAND OREGON		10/23/2014	1,145,000.00	1,158,087.35	1,134,357.26	2.800	AA	2.926	3,014	08/01/2024
048339SE6	5018	ATLANTIC CITY N.J.		06/02/2014	465,000.00	474,537.15	479,458.03	3.953	A	2.075	700	04/01/2018
048339SF3	5019	ATLANTIC CITY N.J.		06/02/2014	440,000.00	451,651.20	459,181.37	4.253	A	2.651	1,065	04/01/2019
04780NHS9	5030	ATLANTA DEVELOPMENT AUTHORITY		07/09/2015	825,000.00	835,032.00	828,798.13	2.518	A	2.400	1,522	07/01/2020
13124MAH8	5026	CALLEGUAS CA MUNI WATER DIST		10/23/2014	745,000.00	766,113.30	756,627.89	2.601	AAA	2.201	1,522	07/01/2020
156792GW7	5027	CERRITOS COMMUNITY COLLEGE DIS		12/01/2014	1,260,000.00	1,314,847.80	1,270,600.43	2.971	AA	2.821	2,283	08/01/2022
404476HH9	5022	HABERSHAM COUNTY HOSPITAL AUTH		08/13/2014	795,000.00	807,084.00	798,529.00	2.250		2.080	1,006	02/01/2019
413450HY6	5034	HARPER CREEK COMM. SCH. DIST.		10/06/2015	600,000.00	622,818.00	605,359.60	2.743		2.550	1,826	05/01/2021
544587C30	5036	L.A. MUNI IMPROVEMENT CORP		11/30/2015	520,000.00	540,410.00	531,468.25	3.146		2.620	1,645	11/01/2020
45462TEJ7	5032	INDIANA BOND BANK		09/15/2015	990,000.00	1,010,334.60	1,000,889.71	2.710	AA	2.501	2,085	01/15/2022
650035J66	5015	NEW YORK STATE REVENUE BONDS		03/25/2014	500,000.00	507,105.00	499,318.37	2.000		2.050	1,048	03/15/2019
64971WMC1	5031	NEW YORK CITY TRANSITIONA; FIN		08/03/2015	1,000,000.00	1,038,310.00	1,015,923.35	2.840		2.560	2,283	08/01/2022
73474TAG5	5033	PORT OF MORROW ORE TRANS FAC		09/14/2015	740,000.00	769,067.20	748,642.59	2.737		2.500	1,949	09/01/2021
767169DY8	5028	RIO RANCHO		02/12/2015	498,583.80	505,952.87	501,298.29	3.200	A	3.122	2,953	06/01/2024
786134VB9	5029	SACRAMENTO CO. SANITATION DIST		03/02/2015	1,000,000.00	1,041,890.00	1,018,403.62	2.810	AA	2.451	2,040	12/01/2021
13063CKL3	5017	STATE OF CALIFORNIA		05/16/2014	1,000,000.00	1,021,240.00	1,007,103.19	2.250		2.000	1,095	05/01/2019

CITY OF HEMET
Portfolio Management
Portfolio Details - Investments
April 30, 2016

CUSIP	Investment #	Issuer	Average Balance	Purchase Date	Par Value	Market Value	Book Value	Stated Rate	S&P	YTM 365	Days to Maturity	Maturity Date
Subtotal and Average			12,657,367.65		12,523,583.80	12,864,480.47	12,655,959.08			2.484	1,848	
Medium Term Notes												
037833AQ3	5016	APPLE		05/15/2014	1,000,000.00	1,025,020.00	1,003,998.32	2.100		1.960	1,100	05/06/2019
084670BL1	5023	BERKSHIRE HATHAWAY		08/14/2014	1,000,000.00	1,025,820.00	1,003,108.66	2.100		2.000	1,200	08/14/2019
14912L6B2	5020	CATERPILLAR		06/09/2014	1,000,000.00	1,024,450.00	1,002,354.01	2.100	A	2.020	1,134	06/09/2019
36962G7G3	5014	G.E. CAPITAL CORP.		03/14/2014	500,000.00	514,840.00	505,796.99	2.300		1.932	988	01/14/2019
02665WAZ4	5035	AMERICAN HONDA FINANCE		10/23/2015	1,000,000.00	1,031,170.00	1,012,692.60	2.450		2.144	1,607	09/24/2020
68389XAN5	5010	ORACLE		03/28/2013	500,000.00	501,800.00	500,353.71	1.200		1.150	532	10/15/2017
90261XHE5	5024	UBS AG STAMFORD CT		08/18/2014	500,000.00	508,705.00	501,310.79	2.375		2.290	1,200	08/14/2019
92826CAB8	5037	VISA INC		12/15/2015	1,000,000.00	1,025,850.00	1,002,144.61	2.200		2.151	1,688	12/14/2020
94974BFG0	5013	WELLS FARGO		04/26/2013	500,000.00	502,150.00	501,235.43	1.500		1.350	625	01/16/2018
94974BGR5	5038	WELLS FARGO		04/01/2016	1,000,000.00	1,021,900.00	1,021,510.32	2.550	A	1.776	1,681	12/07/2020
Subtotal and Average			8,055,092.19		8,000,000.00	8,181,705.00	8,054,505.44			1.927	1,262	
Federal Agency Issues - Coupon												
313383GY1	2261	FEDERAL HOME LOAN BANK		06/13/2013	500,000.00	504,840.00	500,000.00	1.170		1.170	773	06/13/2018
3130A7GD1	2289	FEDERAL HOME LOAN BANK		03/30/2016	1,000,000.00	997,360.00	1,000,000.00	1.800		1.800	1,794	03/30/2021
3130A7J55	2290	FEDERAL HOME LOAN BANK		04/29/2016	1,000,000.00	1,002,380.00	1,000,000.00	2.000		2.000	1,824	04/29/2021
3136G04U2	2253	FEDERAL NTL MORTGAGE ASSOC.		11/29/2012	500,000.00	500,020.00	500,000.00	1.000		1.000	577	11/29/2017
3135G0UN1	2255	FEDERAL NTL MORTGAGE ASSOC.		02/28/2013	500,000.00	500,085.00	500,000.00	1.150		1.146	668	02/28/2018
3135G0WVN9	2258	FEDERAL NTL MORTGAGE ASSOC.		04/30/2013	500,000.00	499,900.00	500,000.00	1.000		1.000	729	04/30/2018
3135G0XG3	2260	FEDERAL NTL MORTGAGE ASSOC.		05/21/2013	500,000.00	499,385.00	500,000.00	1.000		1.000	750	05/21/2018
3136G3AN5	2288	FEDERAL NTL MORTGAGE ASSOC.		03/16/2016	1,000,000.00	998,020.00	1,000,000.00	1.500		1.500	1,780	03/16/2021
Subtotal and Average			4,566,666.67		5,500,000.00	5,501,990.00	5,500,000.00			1.447	1,299	
Negotiable CDs												
02437PAG8	3173	AMERICAN NATIONAL BANK DALLAS		08/12/2013	248,000.00	248,255.76	248,000.00	1.250		1.251	468	08/12/2017
02587DWK0	3184	AMERICAN EXPRESS CENTURIAN		11/28/2014	247,000.00	256,187.76	247,000.00	2.200		2.012	1,307	11/29/2019
02587CAW0	3180	AMERICAN EXPRESS FSB		08/21/2014	247,000.00	255,100.66	247,000.00	2.100		2.101	1,207	08/21/2019
05580ACF9	3187	BMW BANK OF NORTH AMERICA, UT		07/17/2015	247,000.00	257,670.25	247,000.00	2.250		2.253	1,538	07/17/2020
0606247B3	3176	BANK OF BARODA N.Y.		11/12/2013	248,000.00	255,182.55	248,000.00	2.150		2.151	926	11/13/2018
856284-E3-4	3147	BANK OF INDIA NEW YORK		04/27/2012	248,000.00	250,085.38	248,000.00	2.000		2.001	361	04/27/2017
14042E4P2	3186	CAPITAL ONE NA		07/15/2015	247,000.00	258,169.71	247,000.00	2.300		2.303	1,536	07/15/2020
140420SQ4	3185	CAPITAL ONE		06/24/2015	247,000.00	257,102.47	247,000.00	2.200		2.202	1,515	06/24/2020
17037TDV6	3169	CHOICE FINANCIAL GROUP		11/20/2012	248,000.00	247,629.79	248,000.00	1.000		1.001	568	11/20/2017

CITY OF HEMET
Portfolio Management
Portfolio Details - Investments
April 30, 2016

CUSIP	Investment #	Issuer	Average Balance	Purchase Date	Par Value	Market Value	Book Value	Stated Rate	S&P	YTM 365	Days to Maturity	Maturity Date
Negotiable CDs												
20033AAG13	3168	COMENITY CAPITAL BANK		10/25/2012	249,000.00	248,738.45	249,000.00	1.050		1.065	542	10/25/2017
20451PEN2	3175	COMPASS BANK		09/25/2013	247,000.00	253,020.67	247,000.00	2.000		2.001	877	09/25/2018
20786AAL9	3177	CONNECTONE BANK N.J.		12/13/2013	247,000.00	252,385.37	247,000.00	1.850		1.851	956	12/13/2018
2546714X5	3181	DISCOVER BANK		08/27/2014	247,000.00	255,140.21	247,000.00	2.100		2.101	1,213	08/27/2019
29976DNY2	3166	EVERBANK		10/15/2012	248,000.00	247,561.36	248,000.00	1.000		1.001	533	10/16/2017
373128DS3	3167	GEORGIA BANK AND TRUST		10/17/2012	249,000.00	248,558.15	249,000.00	1.000		1.014	534	10/17/2017
38148JBU4	3183	GOLDMAN SACHS		11/05/2014	247,000.00	255,769.09	247,000.00	2.150		2.151	1,280	11/02/2019
40434AZA0	3189	HSBC BANK USA NA		09/25/2015	248,000.00	254,712.37	248,000.00	2.500		2.502	3,434	09/25/2025
48124JSB5	3171	JP MORGAN CHASE BANK		01/28/2013	248,000.00	247,906.85	248,000.00	0.850		0.850	637	01/28/2018
628779FJ4	3178	NBT BANK		06/06/2014	247,000.00	252,468.11	247,000.00	1.800		1.801	1,131	06/06/2019
700654AV8	3182	PARK NATIONAL BANK		09/26/2014	249,000.00	256,576.52	249,000.00	2.100		2.099	1,059	03/26/2019
74267GUQ8	3179	PRIVATEBANK & TRUST CO.		07/21/2014	247,000.00	254,190.94	247,000.00	2.000		2.001	1,177	07/22/2019
795450XG5	3191	SALLIE MAE		12/09/2015	247,000.00	257,558.43	247,000.00	2.200		2.202	1,683	12/09/2020
87165FJG0	3188	SYNCHRONY BANK		07/31/2015	247,000.00	258,080.82	247,000.00	2.300		2.303	1,552	07/31/2020
909557CL2	3170	UNITED BANKERS' BANK		11/29/2012	249,000.00	249,218.70	249,000.00	1.100		1.115	577	11/29/2017
Subtotal and Average			5,943,000.00		5,943,000.00	6,077,270.37	5,943,000.00			1.805	1,108	
Total and Average			61,943,268.51		62,793,908.71	63,457,282.43	62,980,789.43			1.291	761	

**CITY OF HEMET
Portfolio Management
Portfolio Details - Cash
April 30, 2016**

CUSIP	Investment #	Issuer	Average Balance	Purchase Date	Par Value	Market Value	Book Value	Stated Rate	S&P	YTM 365	Days to Maturity
Average Balance			0.00	Accrued Interest at Purchase		26,172.32	26,172.32				0
				Subtotal		26,172.32	26,172.32				
Total Cash and Investments			61,943,268.51		62,793,908.71	63,483,454.75	63,006,961.75			1.291	761

CITY OF HEMET
Received Interest
Sorted by Issuer
Received April 1, 2016 - April 30, 2016

Issuer	CUSIP	Investment #	Security Type	Par Value	Current Rate	Interest				
						Date Due	Date Received	Amount Due	Amount Received	Variance
ATLANTIC CITY N.J.	048339SE6	5018	NCB	465,000.00	3.953	04/01/2016	04/04/2016	9,190.73	9,190.73	-
							Subtotal	9,190.73	9,190.73	
ATLANTIC CITY N.J.	048339SF3	5019	NCB	440,000.00	4.253	04/01/2016	04/05/2016	9,356.60	9,356.60	-
							Subtotal	9,356.60	9,356.60	
BANK OF HEMET	SYS3174	3174	BCD	494,000.00	0.500	04/06/2016	04/11/2016	209.78	209.78	-
							Subtotal	209.78	209.78	
BANK OF INDIA NEW YORK	856284-E3-4	3147	NC2	248,000.00	2.000	04/27/2016	04/28/2016	2,486.79	2,486.79	-
							Subtotal	2,486.79	2,486.79	
BANK OF THE WEST	SYS3144	3144	BCD	249,000.00	1.750	04/12/2016	04/13/2016	370.09	370.09	-
							Subtotal	370.09	370.09	
CITADEL FEDERAL CREDIT UNION	SYS2231	3190	BCD	249,000.00	2.000	03/30/2016	04/05/2016	409.32	422.96	13.64
							Subtotal	409.32	422.96	
COMENITY CAPITAL BANK	20033AAG13	3168	NC2	249,000.00	1.050	04/25/2016	04/26/2016	225.14	222.05	-3.09
							Subtotal	225.14	222.05	
CONNECTONE BANK N.J.	20786AAL9	3177	NC2	247,000.00	1.850	04/13/2016	04/14/2016	388.09	388.09	-
							Subtotal	388.09	388.09	
EVERBANK	29976DNY2	3166	NC2	248,000.00	1.000	04/16/2016	04/19/2016	1,243.40	1,243.40	-
							Subtotal	1,243.40	1,243.40	
GEORGIA BANK AND TRUST	373128DS3	3167	NC2	249,000.00	1.000	04/17/2016	04/19/2016	214.42	211.48	-2.94
							Subtotal	214.42	211.48	
HSBC BANK USA NA	40434AZA0	3189	NC2	248,000.00	2.500	04/25/2016	04/26/2016	526.58	526.58	-
							Subtotal	526.58	526.58	

CITY OF HEMET
Received Interest
Received April 1, 2016 - April 30, 2016

Issuer	CUSIP	Investment #	Security Type	Par Value	Current Rate	Date Due	Date Received	Interest		Variance
								Amount Due	Amount Received	
ORACLE	68389XAN5	5010	MTN	500,000.00	1.200	04/15/2016	04/19/2016	3,000.00	3,000.00	-
							Subtotal	3,000.00	3,000.00	
PARK NATIONAL BANK	700654AV8	3182	NC2	249,000.00	2.100	04/26/2016	04/27/2016	444.11	444.11	-
							Subtotal	444.11	444.11	
Total								28,065.05	28,072.66	
Total Cash Overpayment									13.64	
Total Cash Shortfall									-6.03	

CITY OF HEMET
Received Interest
Received April 1, 2016 - April 30, 2016

Issuer	CUSIP	Investment #	Security Type	Par Value	Current Rate	Date Received	Interest
							Amount Received
Cash Accounts							
BANK OF NEW YORK	SYS5009	5009	PA1	219,032.68		04/04/2016	15.37
						Subtotal	15.37
Citibank	SYS5001	5001	PA1	318,687.02	0.150	04/29/2016	37.17
						Subtotal	37.17
CITIBANK3	SYS5004	5004	PA1	8,214,839.17	0.450	04/29/2016	942.82
						Subtotal	942.82
LOCAL AGENCY INVESTMENT FUND	SYS1001	1001	LA1	20,341,766.04	0.460	04/15/2016	23,453.63
						Subtotal	23,453.63
						Total	24,448.99

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

www.treasurer.ca.gov/pmia-laif/laif.asp

May 16, 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

April 2016 Statement

Effective Date	Transaction Date	Tran Type	Confirm Number	Authorized Caller	Amount
4/15/2016	4/14/2016	QRD	1499528	SYSTEM	23,453.63

Account Summary

Total Deposit:	23,453.63	Beginning Balance:	20,318,312.41
Total Withdrawal:	0.00	Ending Balance:	20,341,766.04

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							
Date	Activity	6712115701	6712115702	6712115703	6712115704	6712115705	6712115800	6712115801	6712115802	6712115803	6712115804	6712115805	6712115806	TOTAL All Accounts
		Revenue Fund	Interest Fund	Principal Fund	Bond Purchase Fund	Cost of Issuance Fund	SA to Hemet RDA 2014 TTE	Debt Service Fund	Interest Account	Principal Account	Reserve Account	Redemption Account	Refunding Fund	
	BALANCE	0.00	0.00	0.00	11,109,999.00	0.00	0.00	7,899.19	0.00	0.00	0.00	0.00	0.00	7,899.19
7/31/2015	Interest							0.16						0.16
	Interfund transfer							(0.16)	0.16					0.00
	Debt Service from SA Hemet Redevel													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 Redevel													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							15.43	2.98					18.41
	Interest								6.73	(6.73)				0.00
	Interest							(15.43)	15.43					0.00
	Interfund transfer	217,821.88							(217,821.88)					(217,821.88)
	Interfund transfer	(580,000.00)		580,000.00										0.00
	Interfund transfer	(217,821.88)	217,821.88											0.00
	Interfund transfer	580,000.00		(580,000.00)										0.00
	Debt Service from SA Hemet Redevel		(217,821.88)											0.00
	Debt Service Pmt				(580,000.00)									0.00
	SA to Redevelopment Agy									(579,993.27)				(579,993.27)
	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 Redevel													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 Redevel													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 Redevel													0.00
	Debt Service Pmt													0.00

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

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	6712115800	6712115801	6712115802	6712115803	6712115804	6712115805	6712115806	
		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	
	BALANCE	0.00	0.00	0.00	10,529,999.00	0.00	0.00	25.89	0.00	0.00	0.00	0.00	0.00	25.89
1/31/2016	Interest													
	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	25.89	0.00	0.00	0.00	0.00	0.00	25.89
2/29/2016	Interest													
	Interfund transfer	-209095.99					0.00							0.00
	Debt Service from SA Hemet Redev													0.00
	Debt Service Pmt													0.00
	Wire from COH	209095.99					0.00							0.00
	SA to Redevelopment Agy													0.00
	BALANCE	0.00	0.00	0.00	10,529,999.00	0.00	0.00	25.89	0.00	0.00	0.00	0.00	0.00	25.89
3/31/2016	Interest													
	Interfund transfer	209,095.99	-209,121.88				0.02	15.45	-10.44					5.03
	Debt Service from SA Hemet Redev	25.89					-0.02	-209,095.99	209,121.88					25.87
	Debt Service Pmt	-209,121.88	209,121.88					209,080.54						209,080.54
	Wire from COH								-209,121.88					-209,121.88
	SA to Redevelopment Agy													0.00
	BALANCE	0.00	0.00	0.00	10,529,999.00	0.00	0.00	0.00	15.45	0.00	0.00	0.00	0.00	15.45
4/30/2016	Interest													
	Interfund transfer													0.00
	Debt Service from SA Hemet Redev													0.00
	Debt Service Pmt													0.00
	Wire from COH													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	15.45	0.00	0.00	0.00	0.00	15.45
	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											

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
	BALANCE	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
	BALANCE	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
	BALANCE	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
	BALANCE	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
	BALANCE	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
	BALANCE	0.00	233,432.40	302,772.40	(0.00)	0.00	0.00	274,141.92
1/31/2016	Interest							0.00
	Transfer funds	0.22	0.28				0.25	0.75
	City of Hemet	418,081.18					(0.25)	418,081.18
	Debt Service							0.00
	Khov prepay (31 lots)							0.00
	Trust fees							0.00
	BALANCE	0.00	651,514.05	302,772.68	(0.00)	0.00	0.00	274,141.92
2/29/2016	Interest							0.00
	Transfer funds							0.00
	City of Hemet							0.00
	Debt Service							0.00
	Khov prepay (31 lots)							0.00
	Trust fees							0.00
	BALANCE	0.00	651,514.05	302,772.68	(0.00)	0.00	0.00	274,141.92
3/31/2016	Interest							0.00
	Transfer funds	(651,514.05)	(302,772.68)	763,333.65			(0.67)	(190,953.75)
	City of Hemet							0.00
	Debt Service							0.00
	Khov prepay (31 lots)							0.00
	Trust fees							0.00
	BALANCE	0.00	0.00	0.00	763,333.65	0.00	0.00	274,141.25
4/30/2016	Interest							0.00
	Transfer funds							0.00
	City of Hemet							0.00
	Debt Service							0.00

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

Date	Activity	103852000 788-1508 Bond	103852001 788-1508 Prepayment	103852002 Special	103852003 788-1510 Escrow	103852004 788-1502 Cost of	103852005 788-1506 Reserve	TOTAL
	Khov prepay (31 lots)							0.00
	Trust fees							0.00
	BALANCE	0.00	0.00	0.00	753,333.65	0.00	0.00	274,141.25
	First American Treasury Oblig	1,037,474.90						
	US Treasury Notes, various							not carried on COH books
	Misc Assets	1.00						
		1,037,475.90						
	Cash held by FA, net of Escrow acct	1,037,474.90						
								0.00



Staff Report

TO: Honorable Mayor and Members of the City Council

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

DATE: May 24, 2016

RE: Warrant Register

The City of Hemet's warrant registers dated April 28, 2016 in the amount of \$1,214,792.21 and May 4, 2016 in the amount of \$2,552,571.92 are currently posted on the City's website in the Finance Department section, under *Financial Information*. Payroll for the period of April 11, 2016 to April 24, 2016 was \$647,912.45.

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



Staff Report

TO: Honorable Mayor and Members of the City Council

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

DATE: May 24, 2016

RE: Resolution Bill No. 16-035, approving speed limits for various street segments.

RECOMMENDATION:

That the City Council adopt Resolution Bill No. 16-035, approving speed limits for various street segments.

BACKGROUND:

The attached listing contains the speed survey results for ten (10) City street segments. In order to comply with the California Vehicle Code, Section 40802 Speed Traps, Speed Surveys should be updated every 5-years, unless the citing officer has the necessary training which allows the survey to be valid for 7-years. All of the City's officers have the additional necessary training, thus making speed surveys valid for 7-years. In accordance with the California Manual on Uniform Traffic Control Devices (CAMUTCD) and sections applicable in the California Vehicle Code.

ANALYSIS:

An engineering survey was conducted for each segment to determine the eighty-fifth percentile (85%) speed of the corresponding reach. With this information and the physical condition of the surrounding areas, a maximum speed limit was determined. This resulted in nine (9) with no changes and one (1) increase.

A summary sheet of all studies segments is attached.

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): A. 2016 Speed Survey Summary
B. Engineering and Traffic Surveys & Summary Sheets

Attachment A
2016 Speed Survey Summary

SPEED LIMIT CHANGES

(Based on 2016 Survey Results)

Street	Segment	Existing Speed Limit	Proposed Speed Limit
Acacia Ave	State St. – East City Limits	30 MPH	30 MPH**
Menlo Ave	West City Limits – Sanderson Ave	40 MPH	40 MPH**
Stetson Ave	Cawston Ave – Sanderson Ave	50 MPH	50 MPH
Stetson Ave	Lyon Ave – Palm Ave	45 MPH	45 MPH**
Stetson Ave	Palm Ave – State St	40 MPH	40 MPH*
Stetson Ave	Sanderson Ave – Lyon Ave	45 MPH	45 MPH**
Stetson Ave	State St – San Jacinto St	35 MPH	40 MPH*
Stetson Ave	Warren Rd – Cawston Ave	50 MPH	50 MPH**
Thornton Ave	Lyon Ave – Palm Ave	35 MPH	35 MPH**
Thornton Ave	Palm Ave – State St	35 MPH	35 MPH

* - Denotes use of CVC 21400(b) which allows a jurisdiction to round down instead of up; however, no additional reduction can be taken.

** - Denotes reduction due to Conditions Not Readily Apparent

 - SPEED RAISED

Attachment B
Engineering and Traffic Surveys & Summary Sheets

City of Hemet

Engineering and Traffic Survey Summary Sheet

(Prepared in accordance with C.V.C. Sec. 627 & 22358.5 and 2014 Rev1 MUTCD Section 2B.13)

Street:	Acacia Ave	Limits:	State St to Eastern City Limits (ECL)
Date:	February 23, 2016	Survey Location:	
Direction:	East-West	Posted Speed Limit:	30 MPH
A. Prevailing Speed Data			
85th Percentile Speed:	37 MPH		
10 MPH Pace/Percent:	28-37	MPH/	74 %
85th % Rounded to nearest 5 MPH Increment:	35 MPH		
B. Accident History			
Number of Months Covered:			
Total Accidents:			
Accidents/Million Vehicle Miles:			
Expected Accident Rate:			
C. Conditions Not Readily Apparent (Mark with 'X')			
Crosswalks _____	Pedestrians/Bicycles _____		
On-street Parking _____	Frequent Intersections/Driveways _____		
Unusual Roadway Geometrics _____	Design Speed _____		
Fronting Schools/Parks/Residential _____	X	Other _____	
D. Further 5 MPH Reduction Justification			
Is Accident History (B) and/or Conditions Not Readily Apparent (C) justification for setting speed limit 5 MPH below 85% speed increment (A)?			
Yes <u> X </u> No <u> </u>			
E. Recommended Speed Limit		30 MPH	
In the professional opinion of the City Engineer, the recommended speed limit is fully justified when the speed survey and other factors are considered.			
Approved & Certified By:			City of Hemet
	City Engineer		

**City of Hemet
Radar Speed Survey**

Speed	EB	WB	MPH	Vehicles Surveyed		TOT. VEH.
				Eastbound	Westbound	
65	0	0	65			0
64	0	0	64			0
63	0	0	63			0
62	0	0	62			0
61	0	0	61			0
60	0	0	60			0
59	0	0	59			0
58	0	0	58			0
57	0	0	57			0
56	0	0	56			0
55	0	0	55			0
54	0	0	54			0
53	0	0	53			0
52	0	0	52			0
51	0	0	51			0
50	0	0	50			0
49	0	0	49			0
48	0	0	48			0
47	0	0	47			0
46	0	0	46			0
45	0	1	45		X	1
44	0	0	44			0
43	0	3	43		X X X	3
42	0	0	42			0
41	1	2	41	X	X X	3
40	1	1	40	X	X	2
39	2	3	39	X X	X X X	5
38	0	3	38		X X X	3
37	4	3	37	X X X X	X X X	7
36	5	7	36	X X X X X	X X X X X X X	12
35	4	3	35	X X X X	X X X	7
34	5	3	34	X X X X X	X X X	8
33	4	3	33	X X X X	X X X	7
32	3	1	32	X X X	X	4
31	5	3	31	X X X X X	X X X	8
30	6	3	30	X X X X X X	X X X	9
29	1	4	29	X	X X X X	5
28	4	3	28	X X X X	X X X	7
27	1	2	27	X	X X	3
26	1	1	26	X	X	2
25	1	0	25	X		1
24	1	0	24	X		1
23	0	1	23		X	1
22	0	0	22			0
21	1	0	21	X		1
20	0	0	20			0
19	0	0	19			0
18	0	0	18			0
17	0	0	17			0
16	0	0	16			0
15	0	0	15			0
GRAND TOTALS						100

Location: Acacia Avenue
Between: State Street - East City Limits
Weather: Clear
Date: 2/23/16
Time From: 3:30
Time To: 4:00
Existing Speed Limit: 30 M. P. H.

% Over Pace:	17%
% In Pace:	74%
% Under Pace:	9%
Average Speed:	33 M.P.H.
Pace Speed:	28 - 37 M.P.H.
15th Percentile / Critical Speed:	27 MPH
50th Percentile / Critical Speed:	33 MPH
85th Percentile / Critical Speed:	37 MPH

**Radar Survey Conducted By:
Counts Unlimited, Inc.
PO Box 1178
Corona, CA 92880
T 951-268-6268 F 951-268-6267**

City of Hemet

Engineering and Traffic Survey Summary Sheet

(Prepared in accordance with C.V.C. Sec. 627 & 22358.5 and 2014 Rev1 MUTCD Section 2B.13)

Street:	Menlo Ave	Limits:	West City Limits (WCL) to Sanderson Ave
Date:	February 23, 2016	Survey Location:	
Direction:	East-West	Posted Speed Limit:	40 MPH
A. Prevailing Speed Data			
85th Percentile Speed:	45 MPH		
10 MPH Pace/Percent:	27-46	MPH/	66 %
85th % Rounded to nearest 5 MPH Increment:	45 MPH		
B. Accident History			
Number of Months Covered:			
Total Accidents:			
Accidents/Million Vehicle Miles:			
Expected Accident Rate:			
C. Conditions Not Readily Apparent (Mark with 'X')			
Crosswalks _____	Pedestrians/Bicycles _____		
On-street Parking _____	Frequent Intersections/Driveways _____		
Unusual Roadway Geometrics _____	Design Speed _____		
Fronting Schools/Parks/Residential _____	X	Other _____	
D. Further 5 MPH Reduction Justification			
Is Accident History (B) and/or Conditions Not Readily Apparent (C) justification for setting speed limit 5 MPH below 85% speed increment (A)?			
Yes X No _____			
E. Recommended Speed Limit			
40 MPH			
In the professional opinion of the City Engineer, the recommended speed limit is fully justified when the speed survey and other factors are considered.			
Approved & Certified By:			City of Hemet
	City Engineer		

**City of Hemet
Radar Speed Survey**

Speed	E/B	W/B	MPH	Vehicles Surveyed		TOT.
				Eastbound	Westbound	
65	0	0	65			0
64	0	0	64			0
63	0	0	63			0
62	0	0	62			0
61	0	0	61			0
60	0	0	60			0
59	0	0	59			0
58	0	0	58			0
57	0	0	57			0
56	0	0	56			0
55	0	0	55			0
54	0	2	54		X X	2
53	0	0	53			0
52	0	0	52			0
51	0	0	51			0
50	0	0	50			0
49	2	3	49	X X	X X X	5
48	1	4	48	X	X X X X	5
47	1	0	47	X		1
46	3	2	46	X X X	X X	5
45	2	3	45	X X	X X X	5
44	7	0	44	X X X X X X X		7
43	4	2	43	X X X X	X X	5
42	4	7	42	X X X X	X X X X X X X	11
41	3	3	41	X X X	X X X	6
40	3	4	40	X X X	X X X X	7
39	1	1	39	X	X	2
38	4	6	38	X X X X	X X X X X X	10
37	2	4	37	X X X	X X X X	7
36	2	2	36	X X	X X	4
35	4	2	35	X X X X	X X	6
34	2	1	34	X X	X	3
33	0	2	33		X X	2
32	0	1	32		X	1
31	0	1	31		X	1
30	1	0	30	X		1
29	0	0	29			0
28	0	0	28			0
27	1	0	27	X		1
26	1	0	26	X		1
25	1	0	25	X		1
24	0	0	24			0
23	0	0	23			0
22	0	0	22			0
21	0	0	21			0
20	0	0	20			0
19	0	0	19			0
18	0	0	18			0
17	0	0	17			0
16	0	0	16			0
15	0	0	15			0
				GRAND TOTALS		100

Location: Menlo Avenue
 Between: West City Limits - Sanderson Avenue
 Weather: Clear
 Date: 2/23/16
 Time From: 2:35
 Time To: 3:20
 Existing Speed Limit: 40 M.P.H.

% Over Pace: 13%
 % In Pace: 66%
 % Under Pace: 21%
 Average Speed: 41 M.P.H.
 Pace Speed: 37 - 46 M.P.H.

15th Percentile / Critical Speed: 34 MPH
 50th Percentile / Critical Speed: 40 MPH
 85th Percentile / Critical Speed: 45 MPH

Radar Survey Conducted By:
Counts Unlimited, Inc.
 PO Box 1178
 Corona, CA 92880
 T 951-268-6268 F 951-268-6267

City of Hemet

Engineering and Traffic Survey Summary Sheet

(Prepared in accordance with C.V.C. Sec. 627 & 22358.5 and 2014 Rev1 MUTCD Section 2B.13)

Street:	Stetson Ave	Limits:	Cawston Ave to Sanderson Ave
Date:	February 23, 2016	Survey Location:	
Direction:	East - West	Posted Speed Limit:	50 MPH
A. Prevailing Speed Data			
85th Percentile Speed:	49 MPH		
10 MPH Pace/Percent:	39-48 MPH/	66 %	
85th % Rounded to nearest 5 MPH Increment:	50 MPH		
B. Accident History			
Number of Months Covered:			
Total Accidents:			
Accidents/Million Vehicle Miles:			
Expected Accident Rate:			
C. Conditions Not Readily Apparent (Mark with 'X')			
Crosswalks _____	Pedestrians/Bicycles _____		
On-street Parking _____	Frequent Intersections/Driveways _____		
Unusual Roadway Geometrics _____	Design Speed _____		
Fronting Schools/Parks/Residential _____	Other _____		
D. Further 5 MPH Reduction Justification			
Is Accident History (B) and/or Conditions Not Readily Apparent (C) justification for setting speed limit 5 MPH below 85% speed increment (A)?			
Yes _____		No <u> X </u>	
E. Recommended Speed Limit		50 MPH	
In the professional opinion of the City Engineer, the recommended speed limit is fully justified when the speed survey and other factors are considered.			
Approved & Certified By: _____			City of Hemet
City Engineer			

**City of Hemet
Radar Speed Survey**

MPH	Vehicles Surveyed			TOT. VEH.
	Speed	E/B	W/B	
65	0	0	0	0
64	0	0	0	0
63	0	0	0	0
62	0	0	0	0
61	0	0	0	0
60	0	0	0	0
59	0	0	0	0
58	0	0	0	0
57	1	0	0	1
56	0	1	0	1
55	0	0	0	0
54	1	3	0	4
53	2	0	0	2
52	2	0	0	2
51	4	5	0	9
50	3	3	0	6
49	3	4	0	7
48	5	6	0	11
47	6	4	0	10
46	3	3	0	6
45	3	5	0	8
44	5	2	0	7
43	2	3	0	5
42	2	2	0	4
41	4	2	0	6
40	1	2	0	3
39	0	2	0	2
38	2	1	0	3
37	0	0	0	0
36	1	0	0	1
35	0	0	0	0
34	0	0	0	0
33	0	0	0	0
32	0	1	0	1
31	0	0	0	0
30	0	0	0	0
29	0	0	0	0
28	0	0	0	0
27	0	0	0	0
26	0	0	0	0
25	0	0	0	0
24	0	0	0	0
23	0	0	0	0
22	0	0	0	0
21	0	0	0	0
20	0	0	0	0
19	0	0	0	0
18	0	0	0	0
17	0	0	0	0
16	0	0	0	0
15	0	0	0	0
GRAND TOTALS				99

Location: Stetson Avenue

Between: Lyon Avenue - Palm Avenue

Weather: Clear

Date: 2/23/16

Time From: 11:10

Time To: 11:40

Existing Speed Limit: 45 M. P. H.

% Over Pace:	10%
% In Pace:	74%
% Under Pace:	16%
Average Speed:	46 M.P.H.
Pace Speed:	42 - 51 M.P.H.
15th Percentile / Critical Speed:	40 MPH
50th Percentile / Critical Speed:	46 MPH
85th Percentile / Critical Speed:	50 MPH

Radar Survey Conducted By:
Counts Unlimited, Inc.
 PO Box 1178
 Corona, CA 92880
 T 951-268-6268 F 951-268-6267

City of Hemet

Engineering and Traffic Survey Summary Sheet

(Prepared in accordance with C.V.C. Sec. 627 & 22358.5 and 2014 Rev1 MUTCD Section 2B.13)

Street:	Stetson Ave	Limits:	Palm Ave to State St
Date:	February 23, 2016	Survey Location:	
Direction:	East - West	Posted Speed Limit:	40 MPH
A. Prevailing Speed Data			
85th Percentile Speed:	44 MPH		
10 MPH Pace/Percent:	36-45	MPH/	74 %
85th % Rounded to nearest 5 MPH Increment:			45 MPH
B. Accident History			
Number of Months Covered:			
Total Accidents:			
Accidents/Million Vehicle Miles:			
Expected Accident Rate:			
C. Conditions Not Readily Apparent (Mark with 'X')			
Crosswalks _____	Pedestrians/Bicycles _____		
On-street Parking _____	Frequent Intersections/Driveways _____		
Unusual Roadway Geometrics _____	Design Speed _____		
Fronting Schools/Parks/Residential _____	Other Per CVC 21400(b)		
D. Further 5 MPH Reduction Justification			
Is Accident History (B) and/or Conditions Not Readily Apparent (C) justification for setting speed limit 5 MPH below 85% speed increment (A)?			
Yes <u> X </u> No <u> </u>			
E. Recommended Speed Limit		40 MPH	
In the professional opinion of the City Engineer, the recommended speed limit is fully justified when the speed survey and other factors are considered.			
Approved & Certified By:		City of Hemet	
		City Engineer	

**City of Hemet
Radar Speed Survey**

Speed	E/B	W/B	MPH	Vehicles Surveyed		TOT. VEH.
				Eastbound	Westbound	
65	0	0	65			0
64	0	0	64			0
63	0	0	63			0
62	0	0	62			0
61	0	0	61			0
60	0	0	60			0
59	0	0	59			0
58	0	0	58			0
57	0	0	57			0
56	0	0	56			0
55	0	0	55			0
54	0	0	54			0
53	0	0	53			0
52	1	0	52	X		1
51	1	1	51	X	X	2
50	0	0	50			0
49	0	0	49			0
48	0	0	48			0
47	1	0	47	X		1
46	1	3	46	X	X X X	4
45	3	4	45	X X X	X X X X	7
44	2	2	44	X X	X X	4
43	4	1	43	X X X X	X	5
42	7	3	42	X X X X X X X	X X X	10
41	2	6	41	X X	X X X X X X	8
40	3	6	40	X X X	X X X X X X	9
39	3	3	39	X X X	X X X	6
38	3	4	38	X X X	X X X X	7
37	5	2	37	X X X X X	X X	7
36	4	7	36	X X X X	X X X X X X X	11
35	5	1	35	X X X X X	X	6
34	0	1	34		X	1
33	2	5	33	X X	X X X X X	7
32	1	1	32	X	X	2
31	0	0	31			0
30	1	0	30	X		1
29	0	0	29			0
28	0	0	28			0
27	1	0	27	X		1
26	0	0	26			0
25	0	0	25			0
24	0	0	24			0
23	0	0	23			0
22	0	0	22			0
21	0	0	21			0
20	0	0	20			0
19	0	0	19			0
18	0	0	18			0
17	0	0	17			0
16	0	0	16			0
15	0	0	15			0
				GRAND TOTALS		100

Location: Stetson Avenue
 Between: Palm Avenue - State Street
 Weather: Clear
 Date: 2/23/16
 Time From: 11:45
 Time To: 12:20
 Existing Speed Limit: 40 M. P. H.

% Over Pace:	8%
% In Pace:	74%
% Under Pace:	18%
Average Speed:	40 M.P.H.
Pace Speed:	36 - 45 M.P.H.
15th Percentile / Critical Speed:	34 MPH
50th Percentile / Critical Speed:	39 MPH
85th Percentile / Critical Speed:	44 MPH

Radar Survey Conducted By:
Counts Unlimited, Inc.
 PO Box 1178
 Corona, CA 92880
 T 951-268-6268 F 951-268-6267

City of Hemet

Engineering and Traffic Survey Summary Sheet

(Prepared in accordance with C.V.C. Sec. 627 & 22358.5 and 2014 Rev1 MUTCD Section 2B.13)

Street:	Stetson Ave	Limits:	Sanderson Ave to Lyon Ave
Date:	February 23, 2016	Survey Location:	
Direction:	East - West	Posted Speed Limit:	45 MPH
A. Prevailing Speed Data			
85th Percentile Speed:	52 MPH		
10 MPH Pace/Percent:	42-51	MPH/	65 %
85th % Rounded to nearest 5 MPH Increment:	50 MPH		
B. Accident History			
Number of Months Covered:			
Total Accidents:			
Accidents/Million Vehicle Miles:			
Expected Accident Rate:			
C. Conditions Not Readily Apparent (Mark with 'X')			
Crosswalks _____	Pedestrians/Bicycles	<u> X </u>	
On-street Parking _____	Frequent Intersections/Driveways	_____	
Unusual Roadway Geometrics _____	Design Speed	_____	
Fronting Schools/Parks/Residential _____	Other	_____	
D. Further 5 MPH Reduction Justification			
Is Accident History (B) and/or Conditions Not Readily Apparent (C) justification for setting speed limit 5 MPH below 85% speed increment (A)?			
Yes <u> X </u> No _____			
E. Recommended Speed Limit 45 MPH			
In the professional opinion of the City Engineer, the recommended speed limit is fully justified when the speed survey and other factors are considered.			
Approved & Certified By:			City of Hemet
	City Engineer		

**City of Hemet
Radar Speed Survey**

Speed	E/B	W/B	Vehicles Surveyed		TOT.
			Eastbound	Westbound	
65	0	0			0
64	0	0			0
63	0	0			0
62	0	0			0
61	0	0			0
60	0	1		X	1
59	0	0			0
58	0	0			0
57	1	4	X	X X X X	5
56	0	3		X X X	3
55	0	2		X X	2
54	2	0	X X		2
53	2	3	X X X	X X X	5
52	1	0	X		1
51	4	2	X X X X	X X	6
50	3	1	X X X	X	4
49	3	2	X X X	X X	5
48	4	6	X X X X	X X X X X X	10
47	4	2	X X X X	X X	6
46	4	4	X X X X	X X X X	8
45	3	3	X X X	X X X	6
44	3	3	X X X	X X X	6
43	5	4	X X X X X	X X X X	9
42	3	2	X X X	X X	5
41	2	3	X X	X X X	5
40	0	2		X X	2
39	2	1	X X	X	3
38	2	1	X X	X	3
37	1	1	X	X	2
36	1	0	X		1
35	0	0			0
34	0	0			0
33	0	0			0
32	0	0			0
31	0	0			0
30	0	0			0
29	0	0			0
28	0	0			0
27	0	0			0
26	0	0			0
25	0	0			0
24	0	0			0
23	0	0			0
22	0	0			0
21	0	0			0
20	0	0			0
19	0	0			0
18	0	0			0
17	0	0			0
16	0	0			0
15	0	0			0
GRAND TOTALS					100

Location: Stetson Avenue
 Between: Sanderson Avenue - Lyon Avenue
 Weather: Clear
 Date: 2/23/16
 Time From: 10:40
 Time To: 11:05
 Existing Speed Limit: 45 M.P.H.

% Over Pace:	19%
% In Pace:	65%
% Under Pace:	16%
Average Speed:	47 M.P.H.
Pace Speed:	42 - 51 M.P.H.
15th Percentile / Critical Speed:	40 MPH
50th Percentile / Critical Speed:	46 MPH
85th Percentile / Critical Speed:	52 MPH

Radar Survey Conducted By:
Counts Unlimited, Inc.
 PO Box 1178
 Corona, CA 92880
 T 951-268-6268 F 951-268-6267

City of Hemet

Engineering and Traffic Survey Summary Sheet

(Prepared in accordance with C.V.C. Sec. 627 & 22358.5 and 2014 Rev1 MUTCD Section 2B.13)

Street:	Stetson Ave	Limits:	State St to San Jacinto St
Date:	February 23, 2016	Survey Location:	
Direction:	East - West	Posted Speed Limit:	35 MPH
A. Prevailing Speed Data			
85th Percentile Speed:	43 MPH		
10 MPH Pace/Percent:	35-44	MPH/	75 %
85th % Rounded to nearest 5 MPH Increment:	45 MPH		
B. Accident History			
Number of Months Covered:			
Total Accidents:			
Accidents/Million Vehicle Miles:			
Expected Accident Rate:			
C. Conditions Not Readily Apparent (Mark with 'X')			
Crosswalks _____	Pedestrians/Bicycles _____		
On-street Parking _____	Frequent Intersections/Driveways _____		
Unusual Roadway Geometrics _____	Design Speed _____		
Fronting Schools/Parks/Residential _____	X	Other	CVC 21400(b)
D. Further 5 MPH Reduction Justification			
Is Accident History (B) and/or Conditions Not Readily Apparent (C) justification for setting speed limit 5 MPH below 85% speed increment (A)?			
Yes	X	No	_____
E. Recommended Speed Limit			
		40 MPH	
In the professional opinion of the City Engineer, the recommended speed limit is fully justified when the speed survey and other factors are considered.			
Approved & Certified By:			City of Hemet
	City Engineer		

**City of Hemet
Radar Speed Survey**

MPH	Vehicles Surveyed		TOT. VEH.
	Eastbound	Westbound	
65	0	0	0
64	0	0	0
63	0	0	0
62	0	0	0
61	0	0	0
60	0	0	0
59	0	0	0
58	0	0	0
57	0	0	0
56	0	0	0
55	0	0	0
54	0	0	0
53	0	0	0
52	0	0	0
51	0	0	0
50	0	0	0
49	3	2	5
48	0	0	0
47	0	1	1
46	1	1	2
45	1	1	2
44	2	4	6
43	4	1	5
42	4	2	6
41	6	2	8
40	4	4	8
39	9	2	11
38	4	9	13
37	0	1	1
36	4	5	9
35	2	6	8
34	2	4	6
33	1	1	2
32	1	1	2
31	1	1	2
30	0	1	1
29	0	1	1
28	0	0	0
27	0	0	0
26	1	0	1
25	0	0	0
24	0	0	0
23	0	0	0
22	0	0	0
21	0	0	0
20	0	0	0
19	0	0	0
18	0	0	0
17	0	0	0
16	0	0	0
15	0	0	0
GRAND TOTALS			100

Location: Stetson Avenue

Between: State Street - San Jacinto Street

Weather: Clear

Date: 2/23/16

Time From: 12:25

Time To: 12:55

Existing Speed Limit: 35 M.P.H.

% Over Pace:	10%
% In Pace:	75%
% Under Pace:	15%
Average Speed:	39 M.P.H.
Pace Speed:	35 - 44 M.P.H.
15th Percentile / Critical Speed:	33 MPH
50th Percentile / Critical Speed:	38 MPH
85th Percentile / Critical Speed:	43 MPH

Radar Survey Conducted By:
Counts Unlimited, Inc.
 PO Box 1178
 Corona, CA 92880
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City of Hemet

Engineering and Traffic Survey Summary Sheet

(Prepared in accordance with C.V.C. Sec. 627 & 22358.5 and 2014 Rev1 MUTCD Section 2B.13)

Street:	Stetson Ave	Limits:	Warren Rd to Cawston Ave
Date:	February 23, 2016	Survey Location:	
Direction:	East - West	Posted Speed Limit:	50 MPH
A. Prevailing Speed Data			
85th Percentile Speed:	55 MPH		
10 MPH Pace/Percent:	47-56	MPH/	78 %
85th % Rounded to nearest 5 MPH Increment:	55 MPH		
B. Accident History			
Number of Months Covered:			
Total Accidents:			
Accidents/Million Vehicle Miles:			
Expected Accident Rate:			
C. Conditions Not Readily Apparent (Mark with 'X')			
Crosswalks _____	Pedestrians/Bicycles _____		
On-street Parking _____	Frequent Intersections/Driveways _____		
Unusual Roadway Geometrics _____	X	Design Speed _____	
Fronting Schools/Parks/Residential _____		Other _____	
D. Further 5 MPH Reduction Justification			
Is Accident History (B) and/or Conditions Not Readily Apparent (C) justification for setting speed limit 5 MPH below 85% speed increment (A)?			
Yes <u> X </u> No _____			
E. Recommended Speed Limit		50 MPH	
In the professional opinion of the City Engineer, the recommended speed limit is fully justified when the speed survey and other factors are considered.			
Approved & Certified By:		City of Hemet	
			
		City Engineer	

**City of Hemet
Radar Speed Survey**

Speed	E/B	W/B	MPH	Vehicles Surveyed		TOT. VEH.
				Eastbound	Westbound	
65	0	0	65			0
64	0	0	64			0
63	0	0	63			0
62	0	0	62			0
61	1	1	61	X	X	2
60	1	2	60	X	X X	3
59	2	1	59	X X	X	3
58	1	2	58	X	X X	3
57	0	0	57			0
56	4	3	56	X X X X	X X X	7
55	1	6	55	X	X X X X X X	7
54	5	5	54	X X X X X	X X X X X	10
53	8	4	53	X X X X X X X X	X X X X	12
52	4	5	52	X X X X	X X X X X	9
51	4	4	51	X X X X	X X X X	8
50	4	6	50	X X X X	X X X X X X	10
49	1	5	49	X	X X X X X	6
48	4	1	48	X X X X	X	5
47	4	0	47	X X X X		4
46	3	1	46	X X X	X	4
45	2	1	45	X X	X	3
44	0	1	44		X	1
43	0	2	43		X X	2
42	0	0	42			0
41	0	0	41			0
40	0	0	40			0
39	0	0	39			0
38	1	0	38	X		1
37	0	0	37			0
36	0	0	36			0
35	0	0	35			0
34	0	0	34			0
33	0	0	33			0
32	0	0	32			0
31	0	0	31			0
30	0	0	30			0
29	0	0	29			0
28	0	0	28			0
27	0	0	27			0
26	0	0	26			0
25	0	0	25			0
24	0	0	24			0
23	0	0	23			0
22	0	0	22			0
21	0	0	21			0
20	0	0	20			0
19	0	0	19			0
18	0	0	18			0
17	0	0	17			0
16	0	0	16			0
15	0	0	15			0
GRAND TOTALS						100

Location: Stetson Avenue

Between: Warren Road - Cawston Avenue

Weather: Clear

Date: 2/23/16

Time From: 9:30

Time To: 10:00

Existing Speed Limit: 50 M. P. H.

% Over Pace:	11%
% In Pace:	78%
% Under Pace:	11%
Average Speed:	52 M.P.H.
Pace Speed:	47 - 56 M.P.H.
15th Percentile / Critical Speed:	46 MPH
50th Percentile / Critical Speed:	51 MPH
85th Percentile / Critical Speed:	55 MPH

Radar Survey Conducted By:
Counts Unlimited, Inc.
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City of Hemet

Engineering and Traffic Survey Summary Sheet

(Prepared in accordance with C.V.C. Sec. 627 & 22358.5 and 2014 Rev1 MUTCD Section 2B.13)

Street:	Thornton Ave	Limits:	Lyon Ave to Palm Ave
Date:	February 23, 2016	Survey Location:	
Direction:	East - West	Posted Speed Limit:	35 MPH
A. Prevailing Speed Data			
85th Percentile Speed:	42 MPH		
10 MPH Pace/Percent:	35-44	MPH/	60 %
85th % Rounded to nearest 5 MPH Increment:	40 MPH		
B. Accident History			
Number of Months Covered:			
Total Accidents:			
Accidents/Million Vehicle Miles:			
Expected Accident Rate:			
C. Conditions Not Readily Apparent (Mark with 'X')			
Crosswalks _____	Pedestrians/Bicycles _____		
On-street Parking _____	Frequent Intersections/Driveways _____		
Unusual Roadway Geometrics _____	Design Speed _____		
Fronting Schools/Parks/Residential _____	X	Other _____	
D. Further 5 MPH Reduction Justification			
Is Accident History (B) and/or Conditions Not Readily Apparent (C) justification for setting speed limit 5 MPH below 85% speed increment (A)?			
Yes X No _____			
E. Recommended Speed Limit		35 MPH	
In the professional opinion of the City Engineer, the recommended speed limit is fully justified when the speed survey and other factors are considered.			
Approved & Certified By:		City of Hemet	
			
		City Engineer	

**City of Hemet
Radar Speed Survey**

Speed	E/B	W/B	MPH	Vehicles Surveyed		Tot. Veh.
				Eastbound	Westbound	
85	0	0	65			0
84	0	0	64			0
83	0	0	63			0
82	0	0	62			0
81	0	0	61			0
80	0	0	60			0
79	0	0	59			0
78	0	0	58			0
77	0	0	57			0
76	0	0	56			0
75	0	0	55			0
74	0	0	54			0
73	0	0	53			0
72	0	0	52			0
71	0	0	51			0
70	1	2	50	X	X X	3
69	1	0	49	X		1
68	2	0	48	X X		2
67	0	0	47			0
66	0	2	46		X X	2
65	2	0	45	X X		2
64	3	1	44	X X X	X	4
63	5	4	43	X X X X X	X X X X	9
62	2	3	42	X X	X X X	5
61	3	2	41	X X X	X X	5
60	0	1	40		X	1
39	2	2	39	X X	X X	4
38	3	3	38	X X X	X X X	6
37	3	1	37	X X X	X	4
36	7	8	36	X X X X X X X X	X X X X X X X X	15
35	1	6	35	X	X X X X X X	7
34	2	2	34	X X	X X	4
33	4	5	33	X X X X	X X X X X	9
32	2	1	32	X X	X	3
31	2	3	31	X X	X X X	5
30	2	1	30	X X	X	3
29	0	3	29		X X X	3
28	1	0	28	X		1
27	0	0	27			0
26	1	0	26	X		1
25	0	0	25			0
24	1	0	24	X		1
23	0	0	23			0
22	0	0	22			0
21	0	0	21			0
20	0	0	20			0
19	0	0	19			0
18	0	0	18			0
17	0	0	17			0
16	0	0	16			0
15	0	0	15			0
				GRAND TOTALS	100	

Location: Thornton Avenue

Between: Lyon Avenue - Palm Avenue

Weather: Clear

Date: 2/23/16

Time From: 1:40

Time To: 2:30

Existing Speed Limit: 35 M.P.H.

% Over Pace: 10%

% In Pace: 60%

% Under Pace: 30%

Average Speed: 38 M.P.H.

Pace Speed: 35 - 44 M.P.H.

15th Percentile / Critical Speed: 31 MPH

50th Percentile / Critical Speed: 35 MPH

85th Percentile / Critical Speed: 42 MPH

Radar Survey Conducted By:
Counts Unlimited, Inc.
 PO Box 1178
 Corona, CA 92880
 T 951-268-6268 F 951-268-6267

**City of Hemet
Radar Speed Survey**

Speed	E/B	W/B	MPH	Vehicles Surveyed		TOT. VEH.
				Eastbound	Westbound	
65	0	0	65			0
64	0	0	64			0
63	0	0	63			0
62	0	0	62			0
61	0	0	61			0
60	0	0	60			0
59	0	0	59			0
58	0	0	58			0
57	0	0	57			0
56	0	0	56			0
55	0	0	55			0
54	0	0	54			0
53	0	0	53			0
52	0	0	52			0
51	0	0	51			0
50	0	0	50			0
49	0	0	49			0
48	0	0	48			0
47	0	0	47			0
46	0	0	46			0
45	0	0	45			0
44	0	0	44			0
43	1	2	43	X	X X	3
42	2	0	42	X X		2
41	0	3	41		X X X	3
40	1	1	40	X	X	2
39	2	2	39	X X	X X	4
38	2	3	38	X X	X X X	5
37	2	3	37	X X	X X X	5
36	5	3	36	X X X X X	X X X	8
35	6	7	35	X X X X X X	X X X X X X X	13
34	1	5	34	X	X X X X X	6
33	5	2	33	X X X X X	X X	7
32	5	3	32	X X X X X	X X X	8
31	3	5	31	X X X	X X X X X	8
30	5	3	30	X X X X X	X X X	8
29	4	3	29	X X X X	X X X	7
28	2	1	28	X X	X	3
27	0	1	27		X	1
26	1	2	26	X	X X	3
25	2	0	25	X X		2
24	0	0	24			0
23	1	0	23	X		1
22	0	0	22			0
21	0	1	21		X	1
20	0	0	20			0
19	0	0	19			0
18	0	0	18			0
17	0	0	17			0
16	0	0	16			0
15	0	0	15			0
				GRAND TOTALS		100

Location: Thornton Avenue

Between: Palm Avenue - State Street

Weather: Clear

Date: 2/23/16

Time From: 1:00

Time To: 1:35

Existing Speed Limit: 35 M. P. H.

% Over Pace:	<u>14%</u>
% In Pace:	<u>75%</u>
% Under Pace:	<u>11%</u>
Average Speed:	<u>34</u> M.P.H.
Pace Speed:	<u>29 - 38</u> M.P.H.
15th Percentile / Critical Speed:	<u>28</u> MPH
50th Percentile / Critical Speed:	<u>33</u> MPH
85th Percentile / Critical Speed:	<u>37</u> MPH

Radar Survey Conducted By:
Counts Unlimited, Inc.
 PO Box 1178
 Corona, CA 92880
 T 951-268-6268 F 951-268-6267



**CITY OF HEMET
Hemet, California
RESOLUTION BILL NO. 16-035**

**A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF
HEMET, CALIFORNIA, APPROVING SPEED LIMITS ON
VARIOUS STREETS IN THE CITY**

WHEREAS, the adoption of appropriate speed limits provides for the safe and orderly movement of traffic; and

WHEREAS, Section 22358 of the California Vehicle Code (CVC) allows local authorities to adopt speed limits below 55 mph on the basis of an engineering and traffic survey; and

WHEREAS, an engineering and traffic survey has been conducted for the subject street in accordance with CVC Section 627; and

WHEREAS, the result of this survey was used in determining the appropriate speed limit,

NOW, THEREFORE, BE IT RESOLVED AND ORDERED AS FOLLOWS:

- A. The City Council finds, from all evidence submitted, that adoption of the following speed limits (attached as Attachment A) would be for the benefit of the motoring public.
- B. The City Council authorizes the Department of Public Works to install such signs and markings necessary to inform the public of the adopted speed limit.

PASSED, APPROVED, AND ADOPTED this 24th day of May, 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 |

5 | **I, Sarah McComas, City Clerk of the City of Hemet, do hereby certify that the**
6 | **foregoing Resolution is the actual Resolution adopted by the City Council of the City**
7 | **of Hemet and was passed at a regular meeting of the City Council on the 24th day of**
8 | **May, 2016 by the following vote:**

9 |
10 | **AYES:**
11 | **NOES:**
12 | **ABSTAIN:**
13 | **ABSENT:**
14 |
15 |
16 |
17 |
18 |

19 | _____
20 | Sarah McComas, City Clerk
21 |
22 |
23 |
24 |
25 |
26 |
27 |

Attachment A
2016 Speed Survey Summary

SPEED LIMIT CHANGES

(Based on 2016 Survey Results)

Street	Segment	Existing Speed Limit	Proposed Speed Limit
Acacia Ave	State St. – East City Limits	30 MPH	30 MPH**
Menlo Ave	West City Limits – Sanderson Ave	40 MPH	40 MPH**
Stetson Ave	Cawston Ave – Sanderson Ave	50 MPH	50 MPH
Stetson Ave	Lyon Ave – Palm Ave	45 MPH	45 MPH**
Stetson Ave	Palm Ave – State St	40 MPH	40 MPH*
Stetson Ave	Sanderson Ave – Lyon Ave	45 MPH	45 MPH**
Stetson Ave	State St – San Jacinto St	35 MPH	40 MPH*
Stetson Ave	Warren Rd – Cawston Ave	50 MPH	50 MPH**
Thornton Ave	Lyon Ave – Palm Ave	35 MPH	35 MPH**
Thornton Ave	Palm Ave – State St	35 MPH	35 MPH

* - Denotes use of CVC 21400(b) which allows a jurisdiction to round down instead of up; however, no additional reduction can be taken.

** - Denotes reduction due to Conditions Not Readily Apparent



- SPEED RAISED



Staff Report

TO: Honorable Mayor and Members of the Hemet City Council

FROM: Alexander P. Meyerhoff, City Manager 
Kris Jensen, Public Works Director

DATE: May 24, 2016

RE: Award of Landscape Maintenance Services Contract to Adame Landscape Inc.

RECOMMENDATION:

It is respectfully recommended that the City Council:

- Approve award of a services contract to Adame Landscape Inc. to provide Landscape Maintenance Services throughout the City of Hemet Landscape Maintenance Districts; and
- Authorize the City Manager to execute a contract effective June 1, 2016, through September 30, 2017, for a total contract amount not to exceed \$618,368; and
- Authorize the City Manager to execute purchase orders in support of the contract (\$38,648 for prorated FY15/16 contract period).

BACKGROUND:

The City of Hemet is responsible for maintaining landscape in right of way areas for approximately 50 separate landscape maintenance districts and municipal facilities. The districts consist of parkways, medians, pocket parks and scenic setbacks in designated areas. Maintenance functions are funded through special assessments specific to each landscape maintenance district, and through Facilities Maintenance and Park funds for municipal facilities. Maintenance provided to the districts is performed via contract services by a professionally licensed and insured contractor, with the contractor furnishing all materials, equipment, tools, labor and incidentals to provide weekly landscape, irrigation and appurtenant maintenance services.

A formal public bid solicitation for contract landscape maintenance services was administered in July, 2014. That solicitation resulted in the receipt of two bids for services. A contract was awarded to the lowest responsive, responsible bidder in September of 2014 for a three year term.

Since the award of contract, the current contractor has failed to consistently meet the service levels established in the contract. Excessive staff time has been required in administering the contract and the contractor has fallen far short of providing satisfactory

service. Upon careful consideration and legal review, staff determined it was in the best interest of the citizens and the City to move forward with early termination of the contract. Notice was provided to the current contractor indicating the contract will terminate effective May 31, 2016.

In an effort to ensure service quality for our citizens, staff is now recommending that the award of a contract for the remainder of the original bid solicitation contract term be made to Adame Landscape, Inc.(Adame), previously determined to be the next lowest responsive, responsible bidder. Adame has previously served as the City's landscape contractor, is familiar with the existing landscape maintenance districts, has a satisfactory performance record with the City, and is able to begin serves June 1, 2016. Adame has also agreed to honor their July 2014 bid pricing through the end of the initial contract period (September 30, 2017), allowing the City to move forward with little to no change to previously submitted FY16/17 operating budget requests.

PROJECT DESCRIPTION:

Approval of this recommendation will transition performance of landscape maintenance services throughout City districts to Adame Landscape effective June 1, 2016. Adame will furnish all materials, equipment, tools, labor and incidentals to provide weekly landscape, irrigation and appurtenant maintenance services within the boundaries of the various City Landscape Maintenance Districts. Adame will provide the City with the service schedule for each district and shall work closely with staff to facilitate a smooth transition for the community.

The proposed services contract addresses pricing for two elements of maintenance:

1. Monthly charges to each district for standard maintenance services including, but not limited to, mowing, edging, trimming, weed abatement, fertilizing, rodent control, litter pick up and debris removal. The annual maintenance services amount for this agreement \$463,776.
2. Unit pricing for additional work requested by the City that falls outside of the scope of maintenance services. A unit pricing detail is included in the attached agreement.

All additional work requested will be done so in writing and must be authorized by the City Manager prior to start by the contractor. Monthly billing for the regular maintenance services will be separate from billing for any additional work requested.

COORDINATION & REVIEW:

Staff worked closely with the Procurement Administrator to develop the original bid specifications and contract terms. The bid solicitation was advertised in July, 2014, and resulted in only in two bid submissions out of 14 interested companies. At that time, the award for contract landscape maintenance services was made to the lowest bidder.

Prior to terminating the existing contract, staff met with the City Manager and Deputy City Manager to discuss the impacts of changing contractors. It was determined that the

minor increase in service costs associated with the change were worth the increase in service quality, and would be all but offset by staff time saved in returning contract administration to a reasonable level.

Finally, prior to consideration of this award, staff met with representatives from Adame to review the service quality expectations of the contract, contract pricing, staff levels, and service areas. Staff also reviewed FY16/17 Operating budgets to ensure that any increase in service costs related to a new contract could be supported by the budgets submitted.

CONSISTENCY WITH ADOPTED GOALS, PLANS AND PROGRAMS:

This recommendation is consistent with, and provides support for, the following City of Hemet 2030 General Plan elements:

Implementation Programs:

CD-P-6 Entries, Edges and Districts. The City shall implement design techniques to identify entries, edges, districts and neighborhoods. Improvements that call attention to these areas may include landscaping, entry features, signage, street furniture, public art, and other design features.

CD-P-6 Landscape guidelines and Standards. The City shall create Landscape Design Guidelines and update the zoning code to provide landscaping requirements for new and existing development, public parkways, drainage basins, and other public use areas. Minimum required landscaping and property maintenance requirements shall also be included.

CSI-P-18 Infrastructure and Facilities Funding. Pursue a variety of funding approaches including impact fees, assessments, benefit districts, transportation funds, CDBG federal and state grants, Redevelopment, and other programs to revitalize and upgrade infrastructure within the City. Evaluate the total burden of property taxes and special assessments on new development to ensure a financially viable lien to value ratio.

FISCAL IMPACT:

No additional General Fund impact anticipated. Funding in the amount of \$463,776 annually is available in existing FY16/17 Landscape Maintenance Assessment Districts, Facilities Maintenance, and Parks operating budgets, respectively.

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: Agreement for Landscape Maintenance Services

**AGREEMENT FOR
LANDSCAPE MAINTENANCE SERVICES**

Between

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

and

**ADAME LANDSCAPE, INC.,
a State of California Corporation**

Dated: May 24, 2016

AGREEMENT FOR LANDSCAPE MAINTENANCE SERVICES

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

SECTION 1. SCOPE OF SERVICES

1.1 **Term.** Subject to the provisions of Section 8 [Termination] of this Agreement, the term of this Agreement is for sixteen (16) months commencing on the 1st day of June, 2016 ("**Original Term**"), plus a City-held option for three (3) one-year extensions ("**Extended Term**"). Should the City exercise its option rights, City and Contractor agree to negotiate any proposed increase in rates and in no event shall the increase be more than five (5) percent. The City shall provide Contractor written notice of its intent to exercise its option rights at least thirty (30) days prior to the expiration of the Original Term or any Extended Term.

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

1.3 **Extra Work.** Contractor shall not be compensated for any work or services rendered in connection with its performance of this Agreement, which are in addition to or outside of the Services ("**Extra Work**"), except as expressly provided for herein. It shall be Contractor's responsibility to ensure that the scope and price of any Extra Work to be performed by Contractor is approved by City in writing in advance of Contractor's commencement of the Extra Work in accordance with Section 9.10 [Amendments] and Section 9.19 [Administration and Implementation]. City shall not be obligated to pay for or otherwise be liable for unauthorized Extra Work performed by Contractor. City Manager is hereby authorized to approve and require Contractor to perform Extra Work in an amount not to exceed ten percent (10%) of the total contract price approved by the City Council, as that amount may from time to time be amended by the City Council. City Manager is also authorized to pay Contractor for approved

Extra Work from the unencumbered balance in the Landscape Maintenance District Fund, in an amount not to exceed \$25,000 cumulatively.

1.4 **Schedule of Performance.** Contractor agrees to diligently perform and complete the Services in accordance with the schedule of performance attached hereto and incorporated herein by reference as Exhibit "B" [Schedule of Performance] ("**Schedule of Performance**"). Modifications to the Schedule of Performance must be agreed upon in writing in advance by the City Manager pursuant to Section 9.19 [Administration and Implementation] and Contractor.

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

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

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

attention, and shall be responsible for all means, methods, techniques, sequences and procedures and for the satisfactory coordination of all portions of the Services under this Agreement.

SECTION 2. COMPENSATION AND METHOD OF PAYMENT

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

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

SECTION 3. RESPONSIBILITIES OF CONTRACTOR

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

3.2 Standard of Care and Licenses. Contractor agrees that all Services shall be performed in a skillful and competent manner, consistent with the standards generally recognized as being employed by professionals in the same discipline in the State of California. Contractor represents and warrants that it, its employees and subcontractors shall have sufficient skill and experience to perform the Services and

that it, its employees and subcontractors have all licenses, permits, qualifications and approvals of whatever nature that are legally required to perform the Services, including a City Business License, and that such licenses and approvals shall be maintained in good standing throughout the term of this Agreement.

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

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

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

3.6 Labor Code and Prevailing Wage Requirements.

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

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

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

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

worker needed to execute the Services available to interested parties upon request, and shall post copies at the Contractor's principal place of business and any location where the Services are performed.

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

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

SECTION 4. INDEMNIFICATION

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

4.2 Action. For purposes of this Agreement, "**Action**" shall mean any suit (whether legal, equitable, or declaratory in nature), proceeding or hearing (whether administrative or judicial), arbitration or mediation (whether voluntary, court-ordered, binding, or non-binding), or other alternative dispute resolution process, and the filing,

recording, or service of any process, notice, claim, demand, lien, or other instrument which is a prerequisite or prelude to commencement of the Action.

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

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

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

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

SECTION 5. RECORDS AND DOCUMENTS

5.1 Accounting Records.

5.1.1 Maintenance and Inspection. Contractor shall maintain complete and accurate records with respect to all expenses incurred under this Agreement. Any and all such documents or records shall be maintained in accordance with generally accepted accounting principles and shall be sufficiently complete and detailed so as to permit an accurate evaluation of the Services provided by Contractor pursuant to this Agreement. All such records shall be clearly identifiable.

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

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

SECTION 6. INSURANCE

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

6.2 **Subcontractors Insurance.** Contractor agrees to ensure that subcontractors, and any other party involved in the performance of the Services by Contractor, provide the same minimum insurance coverage required of Contractor. Contractor agrees to monitor and review all such coverage and assumes all

responsibility for ensuring that such coverage is provided in conformity with the requirements of this section. Contractor agrees that upon request, all agreements with subcontractors and others engaged in the project will be submitted to City for review.

6.3 Modification of Insurance Provisions. The City Manager may make reasonable amendments to the insurance requirements of this section, with the written concurrence of the Finance Director or Risk Manager, in accordance with Section 9.19 [Administration and Implementation] after considering the General Specifications and Landscape Maintenance Specifications, potential liabilities, and the required level of insurance to adequately protect the City.

SECTION 7. BONDS

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

7.2 Bond Provisions. Should, in City's sole opinion, any bond become insufficient or any surety be found to be unsatisfactory, Contractor shall renew or replace the affected bond within 10 days of receiving notice from City. In the event the surety or Contractor intends to reduce or cancel any required bond, at least thirty (30) days prior written notice shall be given to the City, and Contractor shall post acceptable replacement bonds at least ten (10) days prior to expiration of the original bonds. No further payments shall be deemed due or will be made under this Agreement until any replacement bonds required by this section are accepted by the City. To the extent, if any, that the total compensation is increased in accordance with the Agreement, the Contractor shall, without further notice from City, cause the amount of the bonds to be increased accordingly and shall promptly deliver satisfactory evidence of such increase to the City. To the extent available, the bonds shall further provide that no change or alteration of the Agreement (including, without limitation, an increase in the total compensation, as referred to above), extensions of time, or modifications of the time, terms, or conditions of payment to the Contractor, will release the surety.

7.3 Surety Qualifications. Only bonds executed by an admitted surety insurer, as defined in Code of Civil Procedure Section 995.120, shall be accepted. The surety must be a California-admitted surety with a current A.M. Best's rating no less than A:VIII and satisfactory to the City. If a California-admitted surety insurer issuing bonds does not meet these requirements, the insurer will be considered qualified if it is in conformance with Section 995.660 of the California Code of Civil Procedure, and proof of such is provided to the City.

SECTION 8. TERMINATION.

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

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

SECTION 9. GENERAL PROVISIONS

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

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

9.3 Liquidated Damages. The Parties agree that City has a legitimate interest in ensuring that Contractor provides the Services (including performance of all duties and responsibilities) required under this Agreement in a consistent and reliable manner, and that Contractor's failure to timely provide such Services or to provide them in an inadequate manner will cause City to suffer damages and that it is, and will be, impractical and extremely difficult to ascertain and determine the exact amount of damages or to calculate actual damages. Therefore, in addition to City's right to treat such non-performance as a material breach of, and to terminate, this Agreement, the Parties agree that liquidated damages, as provided herein, represent a reasonable estimate of the monetary damages that reasonably could be anticipated and that proof of actual damages would be costly or impractical. The Parties specifically confirm the accuracy of the statements made above and the fact that each Party has had ample

opportunity to consult with legal counsel and obtain an explanation of the liquidated damage provisions at the time that the Agreement was made. Therefore, in lieu of actual damages, Contractor is subject to payment of \$500 per failure to perform, per day. City may, at its election, deduct any assessed liquidated damages from payment due, or that will become due, to Contractor from City.

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

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

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

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

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

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

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

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

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

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

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

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

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

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

9.18 **Authority To Execute.** The person or persons executing this Agreement on behalf of Contractor represents and warrants that he/she/they has/have the authority

to so execute this Agreement and to bind Contractor to the performance of its obligations hereunder.

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

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

CITY OF HEMET

ADAME LANDSCAPE:

Alexander P. Meyerhoff, City Manager

(Authorized Officer)

Title _____

ATTEST:

Print Name: _____

Sarah McComas, City Clerk

ADAME LANDSCAPE:

(Authorized Officer)

APPROVED AS TO FORM:

Title _____

Eric S. Vail, City Attorney

Print Name: _____

CALIFORNIA ALL-PURPOSE ACKNOWLEDGMENT

STATE OF CALIFORNIA

COUNTY OF _____

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

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

WITNESS my hand and official seal.

Signature: _____

OPTIONAL

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

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

SIGNER IS REPRESENTING:

(NAME OF PERSON(S) OR ENTITY(IES))

CALIFORNIA ALL-PURPOSE ACKNOWLEDGMENT

STATE OF CALIFORNIA

COUNTY OF _____

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

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

WITNESS my hand and official seal.

Signature: _____

OPTIONAL

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

CAPACITY CLAIMED BY SIGNER	DESCRIPTION OF ATTACHED DOCUMENT
<input type="checkbox"/> INDIVIDUAL	_____ TITLE OR TYPE OF DOCUMENT
<input type="checkbox"/> CORPORATE OFFICER _____	_____ NUMBER OF PAGES
<input type="checkbox"/> PARTNER(S) <div style="display: inline-block; vertical-align: middle; margin-left: 20px;"> TITLE(S) <input type="checkbox"/> LIMITED <input type="checkbox"/> GENERAL </div>	_____ DATE OF DOCUMENT
<input type="checkbox"/> ATTORNEY-IN-FACT	_____ SIGNER(S) OTHER THAN NAMED ABOVE
<input type="checkbox"/> TRUSTEE(S)	
<input type="checkbox"/> GUARDIAN/CONSERVATOR	
<input type="checkbox"/> OTHER _____	

SIGNER IS REPRESENTING:

(NAME OF PERSON(S) OR ENTITY(IES))

EXHIBIT “A”

General Specifications and Landscape Maintenance Specifications

**CITY OF HEMET
GENERAL SPECIFICATIONS**

1. SCOPE OF WORK

- A. The work to be done consists of furnishing all materials, equipment, tools, labor and incidentals to provide weekly landscape, irrigation and appurtenant maintenance services within the boundaries of the various City Landscape Maintenance Districts as shown on the maps attached as Exhibit G.
- B. The Contractor shall have the duty to: mow, edge, trim, and fertilize turf, (if applicable), groundcover, and shrub areas designated hereunder; regularly keeping trees lifted to a height of no less than ten feet (10') from ground level; remove litter and debris from all sites as required under this Agreement; provide pest control services as requested, including but not limited to weeds, insects, and diseases; maintain irrigation systems; hand water and bleed valves as necessary during emergencies when automatic systems are not functioning.
- C. All work shall be performed in accordance with usual and customary horticultural practice to achieve, and maintain healthy, viable landscapes.

2. UTILITY REQUIREMENTS

The Contractor is advised of the existence of the utility notification service provided by UNDERGROUND SERVICE ALERT (USA). USA member utilities will provide the Contractor with close locations of their substructures in the construction area when the Contractor gives at least three (3) working days notice to the Underground Service Alert by calling 811.

3. WAGE RATES AND LABOR CODE REQUIREMENTS

Clayton Act and Cartwright Act

Section 4551 of the State Government Code specifies that in executing a contract with the City to supply goods, services, or materials, the Contractor's offer and agree to assign to the 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 Sec. 16700) of Part 2 of Division 7 of the Business and Professional Code arising from purchase of goods, services, or materials pursuant to the Agreement. This assignment shall become affective when the City tenders final payment to the Contractor without further acknowledgment by the parties.

4. EMERGENCY NUMBERS AND CALL-OUTS

The Contractor shall have the capability to receive and to respond immediately to calls of an emergency nature during normal working hours and during hours outside of normal working hours. Calls of an emergency nature received by the City shall be referred to the Contractor for immediate disposition.

- A. In the event that emergency work is required, the Contractor shall notify the City representative or their representative by telephone in advance before any emergency work is commenced. Non-emergency maintenance work requires written approval before the work is performed.
- B. In situations involving emergency after normal work hours, the Contractor shall dispatch qualified personnel and equipment to reach the site within one (1) hour. Contractor's vehicle shall carry sufficient equipment to effect safe control of traffic. When the Contractor arrives at the -site, the Contractor shall set up traffic warning and control devices, if deemed necessary, and proceed to repair the system on a temporary basis.
- C. The Contractor shall supply the City with name(s) and phone number(s) of responsible person(s) representing the Contractor for 24 hour emergency response. The above mentioned information shall remain current at all times. Any changes shall be forwarded to the City in writing within twelve (12) hours of any such change.

Emergency response defined:

As per City representative(s)
 By prior agreement
 Public health/safety matters

Public health/safety matters include but are not limited to broken water mains, stuck valves, threat to private property resulting from the responsible Contractor's operations, fallen trees, natural disasters, etc.

5. LICENSE AND PERMITS

All applications of chemical controls, i.e., herbicides and pesticides, shall be done in compliance with governmental requirements. Applications of such materials shall be done by personnel licensed by the State of California, Department of Food and Agriculture. Contractor will obtain any permits required by local governmental agency for the use of special chemicals. The Contractor will also be required to secure and maintain a valid City of Hemet Business License.

6. DRESS CODE AND APPEARANCE

The Contractor shall be required, at his sole cost and expense, to provide uniforms for personnel assigned to the project. Sufficient changes shall be provided to present a neat and clean appearance of the gardening personnel at all times. Contractor personnel shall wear uniforms with the Company name at all times. Approved safety vests shall be worn by Contractor's employees when working on parkway medians, monuments, parkways, and other high traffic-hazard areas as determined by the City Representative. The company name shall be on all vehicles.

7. EXTRA WORK

In the event the Contractor is required by the City and agrees to perform extra work, the following procedure shall govern such work. Contractor shall perform no Extra Work without an approved purchase order and notice to proceed from City.

The Contractor shall maintain records sufficient to distinguish the direct cost of other operations. Contractor shall furnish reports of extra work itemizing all costs for labor, materials, and equipment.

- A.) Extra Work requests from the City must be in written form and include the scope of Extra Work to be performed.
- B.) Contractor must respond to request for Extra Work by written quote and include acknowledgement of agreement to perform Extra Work.
- C.) City Manager to determine whether to authorize a purchase order as permitted in Section 1.3 of Agreement.
- D.) Upon authorization of Extra Work, City will provide executed purchase order and Notice to Proceed to Contractor.
- E.) Extra work may include, but not be limited to, the following:
 - 1. Replacement of plant materials due to failures beyond the Contractor's control.
 - 2. Additional treatment required for planting or soil as not set forth specifically in this Specification.
 - 3. Soil or plant testing
 - 4. Remedial Landscaping
 - 5. Repairs or replacements due to vandalism or Acts of God (irrigation excluded).
- F.) Extra work will not be initiated without written authorization, except in emergency call-out situations.

8. PROJECT INSPECTIONS

The Contractor or his representative will walk the project as needed with the City Representative, or the Landscape Inspector, for the purpose of determining compliance with the Specifications or to discuss required work. Contractor representative must be authorized to sign documents and effect changes to the job.

9. SAFETY

Contractor shall be responsible for providing a safe work place, and compliance with standards and regulations of the California Occupational Safety and Health Act (Cal OSHA), Federal Occupational and Health Act (OSHA), California Division of Industrial Safety Orders (CDIS), and any other applicable governmental law or City risk management standards.

10. THE CITY'S RIGHT TO DO WORK

The city reserves the right to do work as required within the contract area. If such alterations affect the provision of this Agreement, the Contractor will be asked to submit a cost as a result of the alterations.

11. COOPERATION/COLLATERAL WORK

A. The Contractor shall recognize that during the course of the Agreement, other activities and operations will be conducted by the City and other contractors. These activities will include but are not limited to: landscape refurbishment, irrigation system modification or repair, construction, and storm related operations.

B. The Contractor may be required to modify or curtail certain operations and shall promptly comply with any request by the City to cooperate.

C. It is possible that the extent of these activities and operations may cause additional expense to the Contractor. Payment for any additional expense will be made in accordance with Extra Work.

12. REPORTS AND SCHEDULES

The Contractor, as part of this Agreement, will submit reports and schedules as requested. Failure to submit reports and schedules in a timely manner may result in a delay of monthly payments. Such reports must be detailed and thorough and may include but not be limited to the following:

A. Suggestions for improving problem areas.

B. Reports of work planned.

C. Cost information to perform extra work for upgrading specific areas.

D. Weekly Maintenance Schedule(s)

1. Contractor shall provide weekly maintenance schedule to the City.
2. Notification of change in scheduled work must be received by the City at least twelve (12) hours prior to the scheduled time for the work.
3. Contractor shall adjust his work schedule to compensate for all holidays and inclement weather.

E. Weekly Irrigation Schedule Form(s)

F. Chemical Use Reports

G. Incident Reports

H. Hazard Reports

- I. Submit monthly report of irrigation tests for all sites. All forms and schedules shall be of a format supplied by or approved by the City.

13. PROTECTION OF PROPERTY DURING INCLEMENT WEATHER

A. During periods of storms, the Contractor will provide supervisory inspection of the project during regular hours to prevent or minimize possible damage from inclement weather. The Contractor shall submit a report identifying any storm damage to the City's representative attached to a district map identifying location of damage and cost estimate to repair/replace. If remedial work is required beyond the scope of this contract, it shall be paid for as extra work.

B. Contractor's responsibility for removing branches and leaves downed by high winds or other typical or nontypical environment condition is as follows:

1. Contractor must remove, at no additional cost, all debris on contracted property regardless of disposition of affected tree, shrub, or any other item.
2. Leaves or other landscape debris which accumulates in street gutters adjacent to Contractor's area of work, shall be removed by Contractor at no additional charge to City.
3. Debris inhibiting proper flow of water shall be removed as needed to prevent flooding or damage to property.

C. Damage caused by or increased cost incurred by the City as a result of Contractor not maintaining site in satisfactory condition prior to inclement weather, will be charged to the Contractor.

14. PROTECTION OF EXISTING FACILITIES AND STRUCTURES

The Contractor shall exercise due care in protecting from damage all existing facilities, structures, and utilities both above surface and underground on the City's property. Any damage to City property deemed to be caused by the Contractor's neglect shall be corrected or paid for by the Contractor at no cost to the City.

If the City requests or directs the Contractor to perform work in a given area, it will be the Contractor's responsibility to verify and locate any underground systems, i.e., utility lines. Contractor shall instill reasonable precaution when working in these areas. Any damage or problems shall be reported immediately to the City.

15. CITY LIAISON

The City and the Contractor's representative will meet on a weekly basis. The purpose of this meeting will be to discuss specific project problems. More frequent contact may be required between the City and the Contractor's representative separately from these meetings.

16. SPECIAL REQUESTS

The Contractor may be requested by the City to perform special tasks which are above its normal scheduled work. It is intended that Special Requests be considered an extra work item unless the City determines that the Special Request is a direct result of neglect on the part of the Contractor.

17. CONTRACTOR STAFF

- A. The Contractor shall assign a supervisor working regular working hours for the duration of this Contract. The Contractor or contractor's staff should have expertise and experience in turf management, entomology, pest control, soils, fertilizers, plant identification, and irrigation system maintenance. Supervisor shall be capable of communicating effectively both in written and spoken English and background must include experience in landscape Maintenance projects of the type found in the City of Hemet.
- B. The Contractor and his employees shall conduct themselves in a proper, professional, and efficient manner at all times, and shall cause the least possible inconvenience to the public.
- C. The City Representative may require the Contractor to remove from the work site any employee(s) deemed careless, incompetent, or otherwise objectionable, whose continued employment on the job is considered to be contrary to the best interest of the City.
- D. Contractor shall attest in writing that a background check to the extent allowed by law has been conducted on each employee that will or may provide service to the Public Safety Complex and shall provide the City with a copy of all such background checks one week before employees' arrival to The City premises. The Contractor shall provide certification that each employee has no record of criminal convictions other than minor traffic violations.

18. PESTICIDES

- A. General: All materials shall be in strict accordance and applied within the EPA regulations and the California Food and Agricultural Code. Current pesticide use recommendations made by a licensed Pest Control Advisor must be provided to the City prior to the application of any pesticide on City maintained areas.

B. The application of pesticides and other chemicals shall be recorded on the Maintenance Schedule and coordinated with City Landscape Inspector.

C. Application of Pesticides:

1. Timing: Pesticides shall be applied at times which limit the possibility of contamination from climatic or other factors and at the proper life cycle of the pests. Early morning application shall be used when possible to avoid contamination from drift. Applicator shall monitor forecast weather conditions to avoid making applications prior to inclement weather to eliminate potential runoff of treated areas. Irrigation water applied after treatment shall be reduced to eliminate runoff. When water is required to increase pesticide efficacy, it shall be applied only in quantities of which each area is capable of receiving without excessive runoff.
2. Handling of Pesticides: Care shall be taken in transferring and mixing pesticides to prevent contaminating areas outside the target area. Application methods shall be used which ensure that materials are confined to the target area. Spray tanks containing leftover materials shall not be drained on the site to prevent any contamination. Disposal of pesticides and tank rinsing materials shall be within the guidelines established in the California Food and Agriculture Code or EPA regulations.
3. Equipment and Methods: Spray equipment shall be in good operating condition, quality, and design to efficiently apply materials to target area. Drift will be minimized by avoiding high pressure applications and using water soluble drift agents
4. Substitutions: Wherever a specific type of material is specified, no substitutions shall be allowed without the written consent of the City.

19. WORK NOT INCLUDED

Water and electrical billings, except in instances where excessive costs are incurred by the City due to water waste or negligence by the contractor, are not included within this Agreement. If the City Representative, based upon all the facts that may be gathered determines that excessive utility costs have occurred, the City may withhold from the payment to Contractor those funds necessary to reimburse the City for these additional costs, as well as any non-compliance settlement charges.

20. SOIL AND PLANT TESTING

The City may perform soil or plant tests of selected areas for soil fertility, salt build-up, pathological organisms, percolation tests, etc. Contractor may be required to pay costs of tests if negative results are related to incorrect maintenance practices. These tests may be used to determine whether additional treatments are required. If the City requests soil tests or corrective measures to be made by Contractor, payment shall be made in accordance with Extra Work requirements.

21. CONTRACTOR NEGLIGENCE

Any damage to the City's property which has been determined to be due to the Contractor's neglect shall be corrected at no additional cost to the City. Loss of plant material due to improper care is also included.

22. SCHEDULING OF OPERATIONS

The Contractor shall perform his work at such times as to minimize disturbance or interference to resident convenience, pedestrian or vehicle circulation. Examples of this would be early morning mowing or irrigation checks, etc. The Contractor shall submit a Maintenance Schedule describing maintenance operations and when work and applications of chemical/fertilizers will be accomplished. Schedule shall be submitted prior to starting any maintenance operations. All forms and schedules shall be of a format supplied by, or approved by the City.

23. CONTRACTOR'S WORK SCHEDULE

The Contractor shall submit to the City Representative a daily work schedule by District that includes daily work locations.

The Contractor's employees will only be authorized to perform non-emergency work Monday through Saturday, 7:00 a.m. to 5:00 p.m. Adjustments to this schedule must be approved in advance by the authorized representative. The Public Safety Complex, City Hall, Covell Building, and James Simpson Memorial Center landscape areas will require regular landscape service on Saturdays, 7:00 a.m. to 5:00 p.m. The Hemet Public Library landscape areas will require regular landscape service on Mondays, 7:00 a.m. to 5:00 p.m.

24. SOUND CONTROL REQUIREMENTS

The Contractor shall comply with all local sound control and noise level rules, regulations, and ordinances which apply to any work performed pursuant to the Agreement.

Each internal combustion engine used for any purpose on the job or related to the job shall be equipped with a muffler of a type recommended by the manufacturer of such equipment. No internal combustion engine shall be operated on the project without said muffler.

Full compensation for conforming to the requirements of this section shall be considered as included in the prices paid for the various contract items of work involved and no additional compensation will be allowed.

25. MAINTENANCE EQUIPMENT

The Contractor shall take all necessary precautions for safe operation of his equipment and the protection of the public from injury and damage from such equipment. All vehicles and equipment must meet current EPA, CARB and SCAQMD standards. Any equipment falling

under the "DOORS" program shall have identification placards prominently displayed in the appropriate location.

26. ANTI-KICKBACK AND WORK STANDARDS

The Contractor shall comply with the Copeland "Anti-Kickback" Act (18 U.S.C., 874) as supplemented in Department of Labor Regulations (29 CFE, Part 3). The Contractor shall comply with Sections 103 and 107 of the Contract Work Hours and Safety Standards Act (40 U.S.C., 327-330) as supplemented by the Department of Labor Regulations (29 CFE, Part 5). Section 103 requires the Contractor to compute the wages of every mechanic and laborer on the basis of a standard workday of eight (8) hours and standard workweek of forty (40) hours. Work in excess of the standard workday or workweek is permissible provided that the worker is compensated at a rate of not less than One and One Half (1-1/2) times the basic rate of pay for all hours worked in excess of 8 hours in any calendar day or 40 hours in the workweek. Section 107 of the Act is applicable to construction work and provides that no laborer or mechanic shall be required to work in surroundings or under working conditions which are unsanitary, hazardous, or dangerous to his health and safety as determined under construction, safety, and health standards promulgated by the Secretary of Labor.

27. TRAFFIC CONTROL

All work shall be accomplished in accordance with the requirements specified in Subsection 7-10 of the Standard Specifications for Public Works Construction's latest edition. In addition, traffic control shall be provided in accordance with the State of California's "Manual of Traffic Controls", latest edition. A traffic control plan shall be submitted to the City Traffic Engineer for review and approval 72 hours prior to the start of work for work in intersections, street closures, detours, and all work not specifically covered in the "Manual of Traffic Controls." The traffic control plan shall show the work area and any traffic control devices necessary to regulate and direct traffic.

28. ADDITIONS /DELETIONS TO CITY LANDSCAPE DISTRICTS

Changes in the areas to be maintained may be made as the City accepts new districts and/or relinquishes currently maintained districts. Any and all such changes shall only be made upon written notification in the form of a change order which shall clearly state the effective date of the change. Costs to add or delete landscape maintenance districts shall be limited to either original proposal items or extra work prices.

29. ADDITIONS/DELETIONS TO CITY GENERAL MAINTENANCE SPECIFICATIONS

The City reserves the right to make additions, deletions, revisions, and/or otherwise modify the General Landscape Maintenance Specifications.

Any changes in the Specifications that cause the Contractor to suffer additional expenses shall be negotiated upon written justification.

CITY OF HEMET

LANDSCAPE MAINTENANCE SPECIFICATIONS

1. MAINTAINING SPECIFICATIONS

Contractor shall maintain a copy of these Landscape Maintenance Specifications, Annual Maintenance Schedule (Page 44) and landscape district maps (EXHIBIT G) in each vehicle that supports these maintenance services to this Agreement. Failure to do so shall result in a performance deficiency notification.

2. COMPLAINTS AND CONCERNS

All complaints and concerns shall be directed to the Contractor by written or phone notification. The Contractor will resolve all complaints and concerns within two (2) days of notification. The City Representative shall be notified immediately in writing the reason for not adjusting justified complaints. Irrigation will be repaired within 24 hours of notification or self discovery.

3. PLANTERS AND GREENS

Irrigation staff will be responsible for repair of all district irrigation from water meter and controller through lateral lines and sprinkler heads at no additional cost to the City. Contractor is fully responsible for irrigation controller programming.

Contractor will perform lateral line and sprinkler head maintenance resulting from vandalism and public use at no additional cost to the City. All Contractor caused lateral line and sprinkler head damage will be the responsibility of the Contractor to repair within 24 hours of occurrence.

4. IRRIGATION/OPERATION AND MAINTENANCE

All turf areas shall be irrigated as required to maintain adequate growth and appearance.

Irrigation shall be accomplished in accordance with the following time frames;

A. Planters & Greens	11:00 p.m. - 5:00 a.m.
B. Manual Irrigation	6:00 a.m. -10:00 a.m.
C. Public Safety Complex	10:00 p.m. - 6:00 a.m.
D. City Hall	10:00 p.m. - 6:00 a.m.

5. IRRIGATION RESPONSIBILITIES- GREENS AND PLANTERS

- A. The Contractor shall conduct weekly irrigation inspections at districts. The City may notify Contractor verbally or in writing if discovered damage or defects are found during City inspections of irrigation systems. Contractor shall make needed repairs within 24 hours of notification or self discovery. All irrigation systems shall be tested and inspected by the Contractor in accordance with the following:

- B. All systems shall be adjusted in order to:
1. Provide adequate coverage of all landscape areas;
 2. Prevent excessive runoff and/ or erosion;
 3. Prevent watering roadways, facilities such as walkways, fences, and private property;
 4. Prevent saturated conditions.
- C. All system malfunctions, damage, and obstructions shall be recorded and timely corrective action taken. A report of required systems test shall be submitted to the City.
- D. In addition to weekly testing:
1. Repair malfunctioning controllers, quick couplers, manual or automatic valves and sprinkler heads within twenty-four (24) hours of notification or self-discovery.
 2. The Contractor shall turn off irrigation system during periods of rainfall and times when suspension of irrigation is desirable to conserve water while remaining within the guidelines of good, acceptable horticultural maintenance practices.
 3. The City Landscape Inspector may instruct the Contractor to turn on the water again. The Contractor is fully responsible for irrigation controller programming.
- E. The Contractor shall maintain and have available an irrigation repair truck. The repair truck shall be stocked with reasonable quantities and irrigation repair parts for any problem that might arise. The Contractor will be responsible for the irrigation system from the utility meters to and including, sprinkler, bubblers, scrub heads and drip systems. All repairs and replacements will be the responsibility of the Contractor. The City will assist in the repair of irrigation lines under the City streets, which do not include sidewalks.
- F. Any repairs necessary due to negligence or failure by the Contractor to prevent any foreseeable damage shall be at the expense of the Contractor.
- G. Failure of any previous repair made by the Contractor shall not be charged to the City to remedy.
- H. Where an automatic sprinkler system does not exist, the Contractor shall water all vegetation as required, utilizing contractor's own hoses, nozzles, and sprinklers. Watering shall be performed such that it encourages healthy growth and a pleasing appearance.
- I. The Contractor shall set and program automatic controllers for seasonal watering requirements.

6. PERSONNEL

- A. Contractor shall provide personnel fully trained in all phases of landscape irrigation systems operation, maintenance, adjustments, and repair, in all types of components to include irrigation, controllers, valves, moisture sensing devices, and sprinkler heads; and with all brands and models of irrigation equipment used within the City.
- B. Contractor shall provide personnel knowledgeable of, and proficient in, current water management concepts, with the capability of working with City staff in implementing more advanced water management strategies.
- C. Contractor shall provide personnel capable of verbal and written communication in a professional level of English.

7. MATERIALS, GREENS & PLANTERS, CONTRACTOR DAMAGES ONLY

- A. All replacement materials are to be with original types and model materials, unless a substitute is approved by the City representative.
- B. Contractor shall maintain an adequate inventory of medium to high usage stock items for repair of the irrigation systems.
- C. Contractor shall implement repairs in accordance with all effective warranties, and no separate payment shall be made for repairs on equipment covered by warranty.
- D. Repairs of equipment or property damaged by the Contractor or as a result of an error or omission by Contractor shall not be submitted to City for payment and are the responsibility of the Contractor.
- E. All materials are to be new and identical to existing materials, unless directed otherwise by the City representative.

8. WATER MANAGEMENT (GREENS AND PLANTERS)

- A. All systems shall be programmed weekly and as needed to maintain plants in a healthy, vigorous condition.
- B. All program changes shall be recorded on the Irrigation Management Form.
- C. Controller program is to be sufficient to keep landscape healthy without excessive water use.
- D. Controller programs shall incorporate the following conditions:
 - 1. Meet City Water Management requirements
 - 2. Avoid weekend watering when possible

3. Maximize repeat operations
4. Minimize station run times
5. Reflect actual evapotranspiration (E.T.) requirements
6. Reflect actual requirements of soil and plants
7. Eliminate runoff onto streets, sidewalks, and other non-target areas
8. Provide sufficient time for soil to dry out between irrigations
9. Maximize community use of City property.

9. PESTICIDE USE SPECIFICATIONS

A. GENERAL

1. City of Hemet solicits and encourages the use of effective alternative pest control measures
2. Any pesticide applications are to be made by or under the supervision of a person holding a valid license, permit or certificate issued pursuant to Sections 11701 and following of said code, whichever may be required by applicable State or local law or regulation. Said person or company is to be currently registered to conduct a pest control business in the State of California and the County of Riverside.
3. Pesticide applications are to be made in strict compliance with the label directions, restrictions, and precautions as well as with any other requirements deemed necessary by any county, state or federal regulatory agency, or Public Works Department of the City of Hemet.
4. Prior to the beginning of the Agreement period, vendor shall supply to the City a list of all proposed chemicals to be used in the fulfillment of said Agreement. Labels and Safety Data Sheets for all listed chemicals shall be supplied at this time. Copies of applicable Pest Control Advisor and Qualified Applicator licenses shall be submitted, as well as documentation of County registration. All above mentioned items shall be resubmitted in January of each year the Agreement is in effect.
5. City shall be notified in writing of any changes or deviations from the above list. Application of deviated materials shall not be made prior to approval by the City Representative.
6. A five working day notice shall be given to the City prior to any pesticide application. Notice shall include; name of chemical, area, rate and method of application, and time of day.
7. City must give consent in writing prior to application of any Category 1, or restricted use, pesticide.

B. REQUIRED REPORTS

1. The Contractor shall be responsible for the filing of all records and reports, including but not limited to, Notice of Intent to Apply, and Pesticide Use Reports, as specified by all county, state, and federal agencies. Said reports shall contain accurate and valid information. Copies of all records and reports shall be submitted to the City monthly.

2. The Contractor shall record and maintain accurate records of all pesticide applications. Records to include date, time of day, location, type of chemical, quantity of chemical, method of application, and environmental data.

C. WEED & PEST CONTROL - GREENS AND PLANTERS

1. Ground covers, shrubs, and trees under 18 feet.

a. Weed Control - All shrub and ground cover areas shall be treated with an appropriate pre-emergent herbicide at the maximum allowable rate according to the label and state regulations.

b. Snail Control - Shall be controlled on an as-needed basis on all plant material.

2. Turf

a. Weed Control

(1) An appropriate herbicide shall be applied in accordance with label specifications.

(2) In all areas prone to weed grass intrusion, annual applications of pre-emergent herbicides labeled for use shall be required. Check schedule.

b. Insect and Disease Control

(1) All other insect, disease, and fungus problems will be treated on a site and need-specific basis with the knowledge and consent of the City.

10. RODENT CONTROL

Contractor shall be responsible for the eradication and control of all rodents, as necessary, on a continual basis.

11. WEED CONTROL OF PAVED SURFACES

Contractor shall be responsible for controlling and removing, by mechanical or chemical means, weeds growing in sidewalk, curb and gutter cracks or expansion joints, and areas contiguous to the City landscape.

12. LANDSCAPE IMPROVEMENT MAINTENANCE

Landscape maintenance shall include trees, shrubs, ground cover, irrigation, and drainage structures. Maintenance includes the pruning of shrubs and up to 10' of trees, and routine pruning to maintain a neat appearance. Remove weeds that are not controlled by herbicides before size or abundance becomes a cause of complaint. Generally, weeds that exceed 3 inches to 5 inches in height or predominate a bare area are unacceptable.

Maintain all drainage structures to avoid obstruction at all times. Keep sidewalks and concrete areas free of obstructions, water, mud, algae or slime at all times. Keep adjacent plant material from encroaching public right-of-way.

13. TREE/PLANTER MAINTENANCE

a. The Contractor is responsible for maintaining trees that require support. Two stakes and two ties will be utilized for the purpose of support. The stakes shall be placed at right angles to the prevailing wind. Ties shall be rubber and placed in a figure eight secured to the stakes, at no additional cost to the City.

b. The Contractor is responsible for the removal of stakes that are no longer required for the support of trees.

c. The Contractor is responsible for keeping trees lifted to a height of no less than ten feet from ground level. Trees and shrubs shall be kept from encroaching on sidewalks and where traffic is evident.

d. The Contractor is responsible for the removal of limbs and debris that fall as a result of high wind.

e. Planters shall never be allowed to compact as to allow for vigorous plant growth and limit the amount of irrigation run-off. Planters will be hoed to a depth of no less than one inch (1") and no more than two (2") inches.

f. All shrubbery shall be pruned quarterly, or as needed, to encourage healthy growth habits, shape and appearance.

g. As ground cover occurs, it shall be pulled and replaced. Ground cover plants shall be planted as needed to cover bare areas at the specified spacing per standards common to the landscape industry (Extra work item.)

h. Shrub replacement shall be in kind with vigorous, normal growth, and free from disease, weeds and insects.

i. Ivy will be kept a distance of twelve inches from all wood stock material such as trees and shrubs, and will be kept off walls.

j. Plant material that dies due to negligence of the Contractor in the control of insect, pests, weeds, rodents and disease; or due to improper irrigation, fertilizing or lack of proper maintenance and care shall be replaced at the sole expense of the Contractor.

14. GUARANTEE AND/OR REPLACEMENT POLICY

All new plant material and irrigation installations or repairs shall be guaranteed for a period of one (1) calendar year except due to "Acts of God," i.e., damage or death of plant material due to wind or storm, or vandalism, theft, or other willful acts over which the maintenance Contractor has no control. Existing plants shall be replaced by Contractor if they die due to Contractor's negligence.

15. TURFGRASS - GREENS

SEE ANNUAL MAINTENANCE SCHEDULE (Exhibit B –Pg 44)

A. General

1. Watering- A regular, deep watering program shall be accomplished to give the best results. The established turf should not be kept moist but should dry out somewhat between waterings. Allow turf to dry out before mowing. Provide watering schedule to City as required by this specification.

2. Aeration- For areas containing turf. All sprinkler heads must be flagged prior to start of work.

Mechanically aerate all turf areas as often as required to reduce compaction/stress conditions, which will offer greater water penetration and reduce runoff. In those areas where soil condition is poor, top dress may be required by the City.

Use a plug aeration with 1/2" tines or larger. Any areas that show excessive compaction shall receive additional treatment as required to alleviate this condition. Remove or smash sod plugs. The scheduling of aeration will be recorded on the Maintenance Schedule and shall be performed no less than 2 times per year and no more than 6 times per year at no additional cost to the City. **The Public Safety Complex grass areas will be re-seeded with rye grass at no additional cost to the City.**

3. Mowing- Mow and edge greens weekly. Cut cool season turf grass 2-1/2" during warm season and reduce to 2" during winter or cooler seasons.

During the growing season, common Bermuda shall be mowed to not exceed 1.5 inches. Avoid removing more than one-third of the leaf area blade at any one time.

Turf in this Agreement shall be mowed with power propelled mowers equipped to mow and collect clippings in one operation. Rotary mowers shall be used to mow tall fescue or other

cool-season turf areas. However, thatch is not to exceed 1/2" in height. The mowers shall be maintained to provide a smooth even cut without tearing of the leaf blade. The reel or blade adjustment shall provide a uniform, level cut without ridges or depressions.

Care shall be exercised during the mowing operation to prevent damage to trees and other obstacles located within the turf areas such as electrical boxes or fixtures. Do not mow areas that are wet. Alternate mowing patterns whenever possible to prevent wheel ruts. If ruts are made, Contractor will make repairs at his expense the same day as the damage is caused to prevent possible injury to the public.

4. Trimming and Edging- Trim around trees, walls, buildings, curbs, header boards, valve boxes, quick couplers, and paved areas on a weekly basis to present a neat, clean appearance. Chemicals will be allowed for this purpose, only with written approval from the City.

5. Dethatching- Dethatch all turf areas once per year at a time when there will be the least amount of stress to turf, preferably spring or fall. Thatching will be done in accordance with the following methods at no additional cost to the City.

See Renovation Procedures

Step 1- Verticut entire area using a dethatching machine set to soil line contact. Verticut twice in perpendicular directions. Pick up debris at completion of this operation.

Step 2- Mow with rotary mower at regular cutting height

Step 3- See aeration and fertilization requirements

B. Fertilization

All turf areas shall be fertilized as specified in the **Turf Fertilizer & Application Specifications**, at no additional cost. After fertilizing is completed, empty bags will be turned into the Parks Division. Apply fertilizer so as to provide sufficient nitrogen and other basic nutrients on a regular basis to maintain a deep green color and keep turf in a healthy looking condition. Contractor shall notify the City Representative 48 hours prior to commencing fertilization.

C. Refurbishment of Turfgrass

Turf areas that thin out due to shading effect of trees, structures, foot traffic, and irrigation problems will be reseeded with an approved grass seed to restore thinning areas, at no additional cost.

D. Weed Control

Contractor shall maintain a turf free of weed infestations at all times by either chemical or mechanical means. Pre-emergent herbicide applications shall be required to control crabgrass in all turf areas. The Contractor shall be especially careful if applying chemicals to control weeds because of possible damage to the lawn. Before such applications are made, the turf should be well established and in a vigorous condition. All chemicals applied shall be recorded and coordinated with the City.

E. String Trimmers

Care shall be exercised with regard to the use of weed eaters to prevent damage to building surfaces, walls, header board, light fixtures, signage, etc. **No weed eaters shall be used around trees.** A 12" bare soil buffer zone shall be maintained around the circumference at the base of all trees. When the use of chemicals are involved, care will be taken to not allow non-target areas to become targets, i.e., trees.

16. MAINTENANCE

A. Specialty

1. General (applies to all planters and green maintenance areas)

- a. All animal feces or other materials detrimental to human health shall be removed from planters and greens.
- b. All broken glass and sharp objects shall be removed.
- c. All areas shall be inspected weekly and maintained in a neat, clean, and safe condition at all times.
- d. All areas shall be raked to remove leaves and debris weekly.

2. Hard Surface Areas

- a. These areas shall include concrete sidewalks, A.C. walkways, parking lots and gutters.
- b. All areas shall be swept weekly to remove all deposits of silt and/or sand and glass.
- c. All areas shall be inspected weekly and maintained in a neat, clean, and safe condition at all times.

3. Public Safety Complex

The Public Safety Complex walkways will require daily sweeping in the fall season due to leaves and seed pods generated. The Contractor is responsible for the weekly blowing and cleaning of sidewalks and gutters at the Public Safety Complex.

4. Whittier Avenue Sidewalks

The south side of Whittier between the end of the block wall west of Lyon and Tahquitz will require weekly blowing of sidewalks, cleaning of gutters, debris removal and weed abatement.

5. North Harvard and Front Streets:

The Contractor is responsible for cleaning and blowing of sidewalks and gutters on the 100 block of North Harvard and Front Streets, and the public parking lot on the east side mid-block of Harvard five days a week. As well as, Welch Green on the North West corner of Florida Ave. and Buena Vista Street.

6. Stetson Avenue

Twice-a-week cleaning, blowing and debris removal: the north side of Stetson Avenue from Palm Avenue to Sanderson Avenue; the south side of Stetson Avenue from Sanderson Avenue to the easterly end of the Seven Hills block wall.

7. McSweeny Park Restroom Facility

Twice-a-week clean, sanitize, polish sinks and toilets. Clean all glass and mirrors. Clean electrical switch plates and door knobs. Empty, spot clean and sanitize waste containers, and replace liners. Clean walls, doors, partitions, trim and push plates. Sweep, mop and sanitize hard floors. Refill soap and all paper products including paper towels, toilet tissue, toilet seat covers, and feminine products.

B. General Facility Operations

1. All sidewalks within the district areas shall be cleaned daily, if necessary, to remove any glass or heavy debris. In addition, all sidewalk areas shall be thoroughly cleaned, once every week on the day the site is maintained.
2. All sidewalk areas abutting maintained areas shall be cleaned when dirtied by Contractor's operations and at other times as required.
3. All leaves, paper, and debris shall be removed and disposed of off site
4. Trash cans provided by the City shall be emptied daily and washed after emptying (when necessary) to be determined by the City. Contractor shall provide plastic liners for all trash cans at Contractor's expense.

17. GREENWASTE RECYCLING

1. The Public Resources Code (PRC), Division 30, Sections 41000 through 41780 requires that the City of Hemet divert from landfills fifty percent (50%) of solid waste, including greenwaste, generated within its jurisdiction.
2. Materials defined as “greenwaste” shall include all plant parts (ie., trimmings, prunnings, grass clippings, ect.) removed from the Contract sites by the Contractor in the performance of the contract’s Scope of Work.
3. Contractor shall deposit all greenwaste generated in the course of performing services at a landscape material recycling center, or reuse said greenwaste in some manner. Contractor shall be solely responsible for all cost incurred in complying with this requirement.
4. The Contractor shall submit a quarterly Greenwaste Report to the City Representative indicating the total number of tons generated from all Districts, and the name, number and address of the recycling center(s) accepting the greenwaste. This report shall be due within 15 days of the last quarter.

18. STANDARD TREE SPECIFICATIONS

1. Tree Specifications- Tree sizes desired by the City shall be listed on the proposal sheet and/or plans. Trees shall be well formed, single stemmed trees (unless otherwise specified) for the size specified and provided as follows:
 - A. 24 inch box trees- minimum one and three quarter (1 3/4) inch caliper (or larger) measured at twelve (12) inches above ground level with good taper for a strong trunk. Tree height shall be comparable with what is commonly available in the nursery trade, as solely determined by the City.
 - B. 36 inch box trees- minimum three (3) inch caliper (or larger) measured at twelve (12) inches above ground level with good taper for a strong trunk. Tree height shall be comparable with what is commonly available in the nursery trade, as solely determined by the City.
 - C. Brown trunk (palms) - height is measured from the ground up to the base of the first green/live frond. All portions of the trunk must be clean and free of any leaf parts. Additionally, the trunk should be straight and free of defects (i.e.: spike wounds, depressions).

The root ball of each tree must hold intact during planting and be sized to contain adequate roots for good tree growth. Trees must not exhibit signs of being root bound. Additionally, all trees shall be certified insect and disease free by the nursery, have a clean trunk, symmetrical, well balanced crown and be capable of standing without the

nursery stake upon final inspection. At final inspection all trees will be staked per city specifications. Wounds from previously pruned branches should be calloused over, or well on their way to proper callousing. Branches should be distributed evenly throughout the tree or otherwise displaying good scaffolding. Trees which are found to be root bound or otherwise defective during or after planting will be replaced by the Contractor, at no expense to the City, with an acceptable tree, either before the project is completed or during any required warranty period.

2 Planting Materials - Planting materials shall be approved by the City prior to their delivery to the site, unless inspection is waived by the city in writing. Waiving inspection rights does not preclude non-acceptance of the tree at any time during the project or within the warranty period at the end of the project. Trees found to be defective or not meeting city specifications after planting will be removed at Contractor's expense regardless of any previous city inspections and approvals. Materials to be approved are:

A. Trees- Trees in broken or damaged containers, root bound or with broken branches or injured trunks will be rejected. All plant materials must be healthy, vigorous, pest free, void of any cambial wounds and otherwise fulfill all specifications. All trees must be established in their containers in which they are sold, however, trees with circling roots or poor root structure will be rejected. The tree trunk should not move independently of the root ball.

Root conditions of trees furnished by the Contractor in containers may be determined by removal of earth from the roots of not less than two trees nor more than two (2) percent of the total number of plants of each species, except when the container-grown stock are from several sources, the roots of not less than two (2) trees may be inspected. Established container stock is defined as a tree transplanted into a container and grown in the container for a length of time sufficient to develop new fibrous roots so that the root mass will retain its shape and hold together when removed from the container.

Trees shall be true to name and variety and meet or exceed all requirements and recommendations of ANSI Z60.1 "Standard for Nursery Stock" and as further specified. In all cases, the botanical name shall take precedence over common name. Final determination of species or variety and whether the tree meets specifications will be made by the City.

B. Topsoil- Pulverized topsoil (or native soil) free from subsoil, noxious weeds and/or seeds, stones or other foreign matter.

C. Root Control Planters- The deep root control planter for installation in planting hole shall be manufactured by Deep Root Corp., 7354 Bolsa Avenue, Westminster, CA 92683, or an approved equal, as determined by the City. Root barriers must have a root deflection rib and a top edge. The root control panels or planters may not be altered without written approval from the City.

D. Tree Stakes- The tree stakes shall be ten (10) feet long and two (2) inch diameter treated lodge pole stakes.

E. Staking Ties- Ties shall be fastened to the stakes with an approved twist tie brace in a manner which permits tree movement and supports the tree or approved equal.

F. Trunk Guard- An approved trunk guard shall be placed around the base of all trees planted, whenever the tree is planted in a turf area or other location where string trimmer damage is possible.

Planting materials shall be inspected by the City prior to installation. Contractor will pay for all expenses relating to any plant material inspections that are outside the city limits of Hemet. Payment for topsoil, root control planters or barriers, tree stakes, staking ties, trunk guard and other supplies needed for complete and proper tree planting shall be included in the proposal item for the trees that they are installed with. Contractor shall pay for any returns necessary.

3. Layout and Plant Location- The location for all tree planting site locations will be spotted and marked in the field by the City, and/or be as indicated on the construction drawings. Spotting is usually done with a green paint mark on the curb for street trees. No work shall be done in any area where there is a discrepancy, until approval has been given by the City.

Where a consecutive order of trees is shown, stock shall be selected for uniform height and spread to assure symmetry in planting.

4. Tree Planting Specifications-

A. All trees shall be planted immediately after the trees are removed from containers. Containers shall not be cut or otherwise damaged prior to delivery of the trees to the planting area. Circling roots are prohibited and will be cause for rejection. Nursery stakes, ties and ribbons shall be removed. No stakes shall remain in the root ball after planting.

B. Contractor must immediately remove from the site plants which are not true to name, and materials which do not comply with the specified requirements. These must be promptly replaced with plants and materials meeting the specified requirements. The Contractor shall return all plants and supplies not accepted by the City, at no additional cost to the City.

C. Trees shall not be placed in dry soil. Soil in a muddy condition shall not be used for backfilling. Fill all plant pits with water and allow water to leach out before adding the prepared soil mix for backfill.

D. When planting container stock, position the plant in the hole so that the tree root crown shall be slightly exposed above the grade (not to exceed one inch) without exposing any roots or the root ball. After this backfill with native clean soil no higher than halfway up the root ball. Tamp in soil to remove air pockets. Complete the backfilling to finish grade, again tamping soil to remove air pockets.

E. Form a water basin (twelve inches outside of the root ball) with soil berms and immediately water. After preliminary watering, the trees shall again be watered. A trunk guard shall be placed around the base of the tree immediately after planting if tree is located in a grass

or planted area. The well basin shall be left at least through the entire landscape maintenance period, unless otherwise specified.

F. Trees will be staked and tied with two lodge pole pine stakes and a V-twist brace or other acceptable product specified by the Public Works Supervisor or one of his representatives.

5. Palm Procurement and Planting- All palms shall be procured from or by a state licensed nursery and shall be handled with the best and most current horticultural practices.

A. Palms will be inspected by the City for height girth and overall form in meeting with the design intent of the project. The City reserves the right to reject any palms that do not meet the design intent of the project.

B. All palms shall be insect and disease free with clean trunks void of any trunk injuries such as spike wounds.

C. An adequate number of live fronds shall remain to adequately shelter the apical meristem of the palm, and shall be lifted up and tied together in two locations around the crown in an upright manner. Due caution shall be taken not to bind or injure the crown. A lightweight cotton rope, twine or cord (biodegradable), not less than 1/8" in diameter, shall be used in tying up the fronds. Pruning and tying up the remaining fronds shall be completed prior to digging the root ball.

D. All trees shall be safely loaded and transported, taking care not to damage any part of the tree or soil ball. All consideration shall be given in the selection of the largest possible crane to facilitate loading, unloading and setting. This consideration shall vary based on any given site situation and is solely the liability and responsibility of the Contractor.

All excavated palm planting holes shall have vertical sides with roughened surfaces and shall be of size that is twice the diameter and two (2) feet minimum to four (4) feet maximum deeper in the ground than the depth of the palm root ball. The palm should be centered in the planting hole and in alignment with any other palms. The palm shall be set plumb and held rigidly in position until the backfill has been tamped firmly around the root ball. The top of the root ball should be equal to the level of the existing or proposed soil grade. The backfill mix for palms shall be 100% washed concrete sand. Newly planted palms shall be immediately watered thoroughly and protected from compaction.

6. Homeowner Notification- For street tree planting, the Contractor shall deliver, when planting each tree, a flyer supplied by the City that reviews the project and outlines basic tree care, especially the need for proper after care.

7. Tree Pruning- All trees shall be properly pruned prior to final City inspection. The spacing, balance and attachment of limbs should be evaluated prior to pruning. All pruning cuts should be made to promote upright growth and minimize future branching that may impede vehicular or pedestrian traffic, or for structural stability or appearance. Properly pruned shall mean:

A. Prune only what needs to be pruned. No more than 25 percent of the live wood may be removed.

B. All broken or otherwise damaged limbs shall be removed.

C. All dead limbs or portions thereof shall be removed.

D. All limbs less than two (2) feet from the ground shall be removed, unless doing such would cause irreparable damage or leave the tree unbalanced.

E. All pruning cuts shall be made at the branch collar.

F. The primary terminal bud shall not be removed.

G. Any trees improperly pruned will be subject to removal by the Contractor and replaced by the Contractor at no additional cost to the City.

Palms shall not be pruned after planting until established. The string tying the fronds shall be cut 45-60 days after planting during the summer months and after 90 days during the winter months. Do not prune palms for at least thirty days after untying the fronds.

8. Landscape Establishment and Maintenance Period (New Construction) –

The landscape establishment period is hereby defined as starting with completion of planting operations and acceptance by the City, and continuing for 30 calendar days thereafter. Acceptance by the City must be in writing in order for the establishment period to begin. At completion of the establishment period, trees shall not show evidence of die back, wilt or other signs or symptoms of decline. Where landscape dies or shows evidence of decline, weakness or damage, the Contractor shall promptly replace with new, vigorous and healthy selections at no additional cost to the City.

When the Contractor believes he has completed the plant establishment period and the entire project is ready for acceptance, he shall request inspection of the project. The City will inspect the project for acceptance in a timely manner. Deficiencies noted during inspection shall extend the planned establishment period until all are corrected. Acceptance shall occur only upon written acceptance of the project by the City.

The landscape maintenance period is hereby defined as starting at the completion of the landscape establishment period, and its acceptance by the City, and continuing for 60 calendar days thereafter. Acceptance by the City must be in writing in order for the landscape maintenance period to end. During the contact period the Contractor will provide all watering, weeding, fertilizing, cultivating and spraying necessary to keep the plants in a healthy, growing condition and to keep the planted areas neat, edged and attractive. It is anticipated that the City will inspect the work during the landscape maintenance period, and the Contractor shall conduct all maintenance operations in such a manner as to minimize inconvenience to the City and general public. The Contractor shall provide a level of maintenance which presents a pleasing

and desirable appearance at all times. The City may extend the landscape maintenance period beyond the specified period, when in the opinion of the City, landscapes or plantings have not reached establishment in accordance with the specifications. Final payment to the Contractor will not be made until the end of the landscape maintenance period by the City and upon final acceptance by the City and completion of the Notice of Completion process. All pest control, fertilizers or other materials used by the Contractor in carrying out work related to this project must be approved by the City prior to its use.

Where landscape dies or shows evidence of decline, weakness or damage, the Contractor shall promptly replace with new, vigorous and healthy selections at no additional cost to the City. At the end of the landscape maintenance period all plant materials shall be established and in a healthy growing condition and spaced as indicated in the plans or directed by the City. All areas must be substantially clean and free of any debris and weeds. The Contractor shall obtain written approval and release from the City before ending any maintenance obligations. Trees shall be under warranty for a period of one year after the designated maintenance period has been completed and approved by the City in writing. Any tree found to be dead or in poor condition, as determined by the City, shall be replaced by the Contractor at no cost to the City. There is no appeal to this decision.

Tree Guarantee and Replacement- All trees planted shall be guaranteed to be in excellent health and condition at least twelve (12) months after planting is complete (twenty four (24) months for palm trees) or after the landscape maintenance period is complete, whichever occurs later. Trees that die or are damaged as a result of vandalism or lack of care by the City are exempt from this specification. All replacement trees shall likewise be guaranteed to be in excellent health and condition at least twelve (12) months after planting, or twenty four (24) months if a palm.

TURF FERTILIZER & APPLICATION SPECIFICATIONS

Apply fertilizer only after soil is wet and irrigation has been verified. Changes in specified materials must be approved by City prior to application.

GREENS:

<u>Frequency</u>	<u>Months</u>	<u>Material</u>	<u>Rate</u>
1 x/yr.	Feb to Mar.	16-6-8	6 lbs/1,000 sq. ft.
1 x/yr.	Apr. to May	16-6-8	6 lbs/1,000 sq. ft.
1 x/yr.	Oct. to Nov.	16-6-8	6 lbs/1,000 sq. ft.
1 x/yr.	July to Aug.	21-3-5 Turf Gold	7 lbs/1,000 sq. ft.

NOTE: The above figures are only estimates. Please refer to your specific fertilizer manufacturers suggested application rates when applying.

EXHIBIT "B"
SCHEDULE OF PERFORMANCE

1. FREQUENCY

The work is to be completed weekly at each location identified in Exhibit "G", unless otherwise specified, for the term of the contract.

Landscape maintenance service frequency is to be reduced to every other week service at the following district locations:

District No.	District Name
23	Crean Homes
23-1	Montana
23-2A	Wildflower
23-4/44	Autumn Ridge
25	Florida Ave
35	Enclave
43	Palomino

2. SCHEDULING OF OPERATIONS

The Contractor shall perform his work at such times as to minimize disturbance or interference to resident convenience, pedestrian or vehicle circulation. Examples of this would be early morning mowing or irrigation checks, etc. The Contractor shall submit a Maintenance Schedule describing maintenance operations and when work and applications of chemical/fertilizers will be accomplished. Schedule shall be submitted prior to starting any maintenance operations. All forms and schedules shall be of a format supplied by, or approved by the City.

3. CONTRACTOR'S WORK SCHEDULE

The Contractor shall submit to the City Representative a daily work schedule by District that includes daily work locations.

The Contractor's employees will only be authorized to perform non-emergency work Monday through Saturday, 7:00 a.m. to 5:00 p.m. Adjustments to this schedule must be approved in advance by the authorized representative. The Public Safety Complex, City Hall, Covell Building, and James Simpson Memorial Center landscape areas will require regular landscape service on Saturdays, 7:00 a.m. to 5:00 p.m. The Hemet Public Library landscape areas will require regular landscape service on Mondays, 7:00 a.m. to 5:00 p.m.

ANNUAL MAINTENANCE SCHEDULE

Service	Jan	Feb	Mar	Apr	May	Jun	July	Aug	Sep	Oct	Nov	Dec
Turf Maintenance												
Apply Pre-emerge herbicide to turf	X					X						
Apply Post-emerge herbicide to turf	*** CONTINUE AS NEEDED ***											
Fertilize greens		X		X			X			X		
Aerate with gypsum			X								X	
Aerate groom			X						X			
Dethatch groom			X									
Re-Seed Public Safety Complex with Perennial										X		
Other Maintenance												
Irrigation Inspections	W	W	W	W	W	W	W	W	W	W	W	W
Mowing	W	W	W	W	W	W	W	W	W	W	W	W
Thorough cleaning of sidewalks in all districts	W	W	W	W	W	W	W	W	W	W	W	W
Trimming and edging	W	W	W	W	W	W	W	W	W	W	W	W
Tree Trimming	AS NEEDED											
Shrub Trimming	QUARTERLY AND/OR AS NEEDED											

Legend:

W = Service to be provided weekly.

X = Service to be provided once within this time frame. Contractor to submit schedule of work as provided by specification.

Additional work, if requested, shall be quoted by Contractor as a separate item and shall follow the current annual square foot unit pricing of:

Planter \$ 0.14 / sq ft annually
 Grass \$ 0.14 / sq ft annually
 Hardscape \$0.051 / sq ft annually

Pricing for additional work requested by the City *outside of the scope of services* is to be quoted at Unit Pricing established through this agreement. No additional work shall commence prior to receipt of written approval from the City of Hemet.

UNIT PRICING

ITEM #	DESCRIPTION	ADAME PER UNIT PRICE
1)	Annual Color (4" Container)	\$1.75 EA
2)	Ground cover (flat)	\$18.00 FLAT
3)	One (1) Gallon Plant	\$7.00 EA
4)	Five (5) Gallon plant	\$18.00 EA
5)	Fifteen (15) Gallon plant	\$50.00 EA
6)	24" box tree	\$225.00 EA
7)	Seed turf	\$1.60 SQFT
8)	1/2" irrigation piping	\$10.00 LF
9)	3/4" irrigation piping	\$10.00 LF
10)	1" irrigation piping	\$10.00 LF
11)	2" irrigation piping	\$12.00 LF
12)	3" irrigation piping	\$17.00 LF
13)	4"irrigation piping	\$22.00 LF
14)	Replace sprinkler head or bubblers. Labor and incidentals only. (City to provide replacement heads/bubblers for those identified as worn or vandalized.	\$30.00 EA

EXHIBIT "D"
REPRESENTATIVES

CITY'S REPRESENTATIVE

City of Hemet
Public Works Department
Charles Russell, 951 765 3801
Mauro Lozoya, Parks, 951 765 3712
3777 Industrial Ave.
Hemet, California 92545

CONTRACTOR'S REPRESENTATIVE

Adame Landscape, Inc.,
Attn: Carlos Adame
41863 Juniper Street
Murrieta, CA 92562
(951) 698-3090

EXHIBIT "E"
FAITHFUL PERFORMANCE BOND

KNOW ALL MEN BY THESE PRESENTS,

That Adame Landscape, Inc., as Contractor, and

_____, as Surety, are held and firmly bound unto the City of Hemet, in the sum of: Two Hundred Thirty-five Thousand dollars (\$235,000), for payment of which sum, well and truly to be made, we bind ourselves, our heirs, executors, administrators, successors, and assigns, jointly and severally, firmly by these present.

WHEREAS, said Contractor has been awarded and is about to enter into the annexed contract with said City to perform all work required under the City's Specifications entitled:

Agreement for Landscape Maintenance Service

Work will primarily consist of general landscaping maintenance and irrigation system maintenance throughout the City of Hemet at various locations designated as Landscape Maintenance Districts as shown on Exhibit G to the Agreement for Landscape Maintenance Service.

NOW therefore, if said Contractor shall perform all the requirements of said contract required to be performed on his part, at the times and in the manner specified herein, then this obligation shall be null and void, otherwise it shall remain in full force and effect.

PROVIDED, that any alterations in the work to be done or the materials to be furnished, which may be made pursuant to the terms of said contract, shall not in any way release said Contractor or said Surety thereunder, nor shall any extensions of time granted under the provisions of said contract release either said Contractor or said Surety, and notice of such alterations or extensions of the contract is hereby waived by said Surety.

In the event suit is brought upon this bond by said City and Judgment is recovered, said Surety shall pay all costs incurred by said City in such suit, including a reasonable attorney's fee to be fixed by the court.

SIGNED AND SEALED, this ____ day of May, 2016.

(seal) Contractor _____ (seal)
Surety

Address

Telephone Number

By _____
Signature

By _____
Signature

EXHIBIT "F"

INSURANCE REQUIREMENTS FOR CITY OF HEMET

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

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

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

Only the following "marked" requirements are applicable:

 X **Commercial General Liability (CGL):** Insurance written on an occurrence basis to protect Contractor and City against liability or claims of liability which may arise out of this order in the amount of one million dollars (\$1,000,000) per occurrence and subject to an annual aggregate of two million dollars (\$2,000,000). There shall be no endorsement or modification of the CGL limiting the scope of coverage for either insured vs. additional insured claims or contractual liability. All defense costs shall be outside the limits of the policy.

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

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

EXHIBIT "G"

LANDSCAPE MAINTENANCE DISTRICT MAPS

District maps representative of the areas of maintenance for this contract are included in Exhibit "B" of the bid solicitation document entitled:

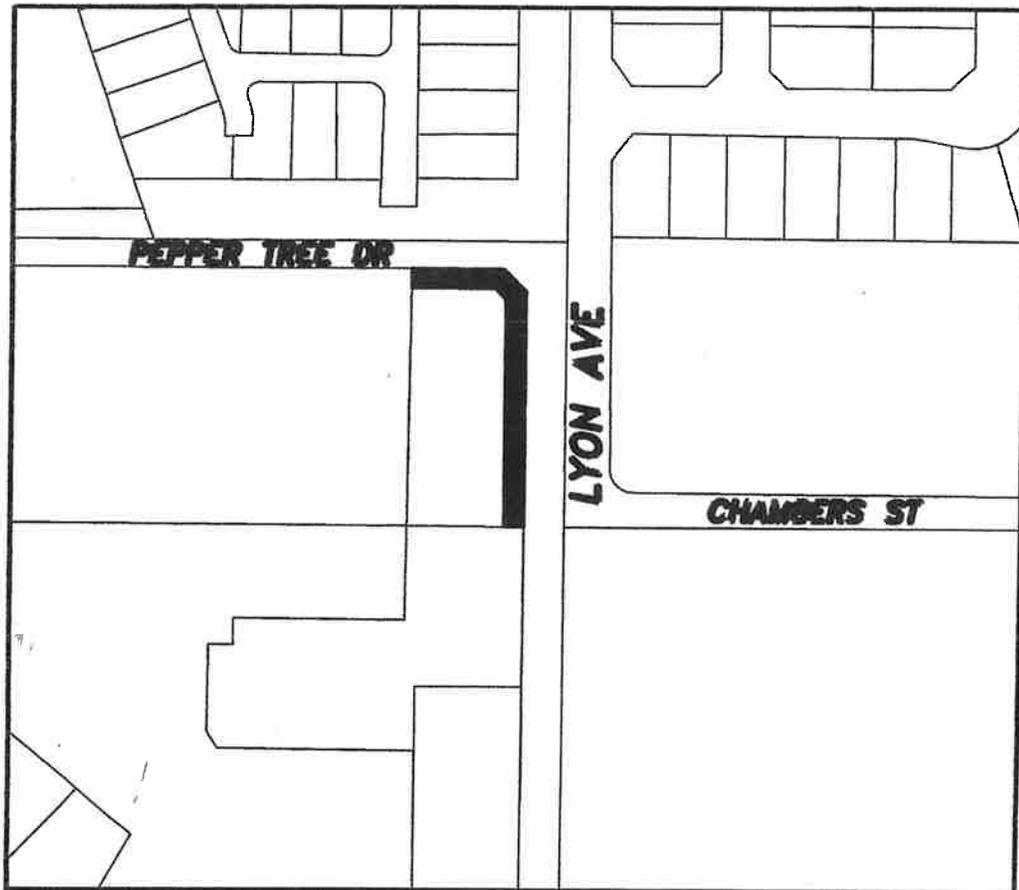
**Landscape Maintenance Service
City of Hemet Landscape Maintenance Districts**

District maps representative of areas of maintenance for this contract not included in the original bid solicitation document are listed below. Separate quotations for services of each district below have been obtained from Contractor for inclusion in this contract.

- **District 52 – Seven Hills Apartments – Map attached**
- **District 19 – Fire Station No. 4 – Map attached**
- **District 36 – McSweeny Park (Restroom Maintenance) – Map attached**
- **District 23-4 – Oltman Park/Dog Park – Map attached.**

SEVEN HILLS APARTMENTS

DISTRICT 52



- ▲ WATER
- ELECTRIC
- SITE GENERAL LOCATION



City of Hemet

PUBLIC WORKS DEPARTMENT

PARKS DIVISION

5777 INDUSTRIAL AVE
HEMET, CA 97338
(503) 768-6800

LANDSCAPE MAINTENANCE DISTRICT 52

JORGE BAGIONI, ENG. DIRECTOR/CITY ENG. R.C.E. 33751

SEP 2014
DATE

REVISIONS

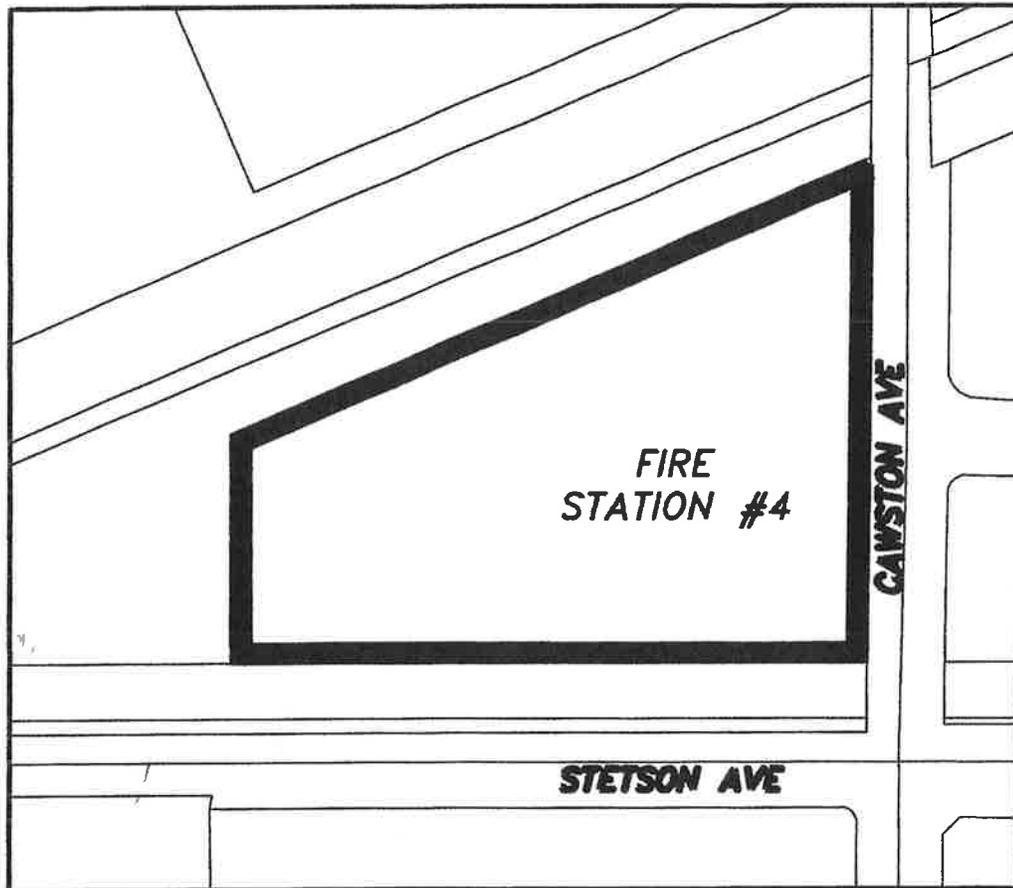
DISTRICT NO.
52

14-1910820-1100/LMD 201410-52.dwg

11/03/2014

FIRE STATION #4

DISTRICT 19



N.T.S.

- ▲ WATER
- ELECTRIC
- SITE GENERAL LOCATION



City of Hemet
PUBLIC WORKS DEPARTMENT
PARKS DIVISION
 677 INDUSTRIAL AVE
 HEMET, CA 97618
 (503) 788-6888

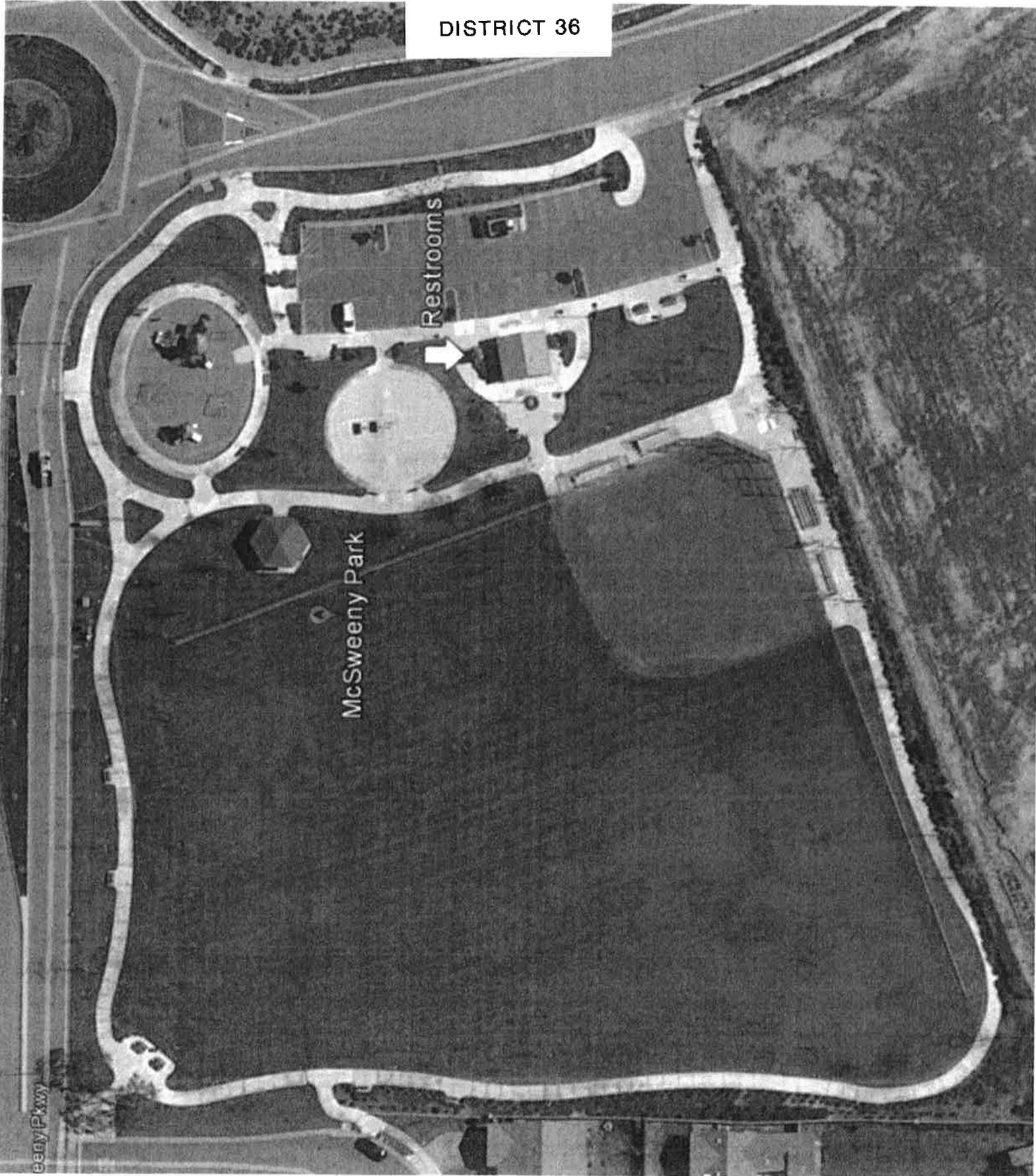
LANDSCAPE MAINTENANCE DISTRICT 19

JORGE BAGIONI, ENG. DIRECTOR/CITY ENG. R.C.E. 33751		SEPT 2014
		DATE
REVISIONS		
16\PROG250-11\MOV\11MD_2014\LD-19F54.dwg		11.02.14\RM 2014

DISTRICT NO.
19

McSWEENEY PARK (RESTROOM MAINTENANCE)

DISTRICT 36



OLTMAN PARK/DOG PARK

DISTRICT 23-4

Eaton Ave

Sorksbill Dr

Cawston Ave N

Cornflower Dr

Hawthorne Dr

Wild Sienna Trail

W Fruitvale Ave

AGENDA # 13

Staff Report



TO: Honorable Mayor and Members of the Hemet City Council

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

DATE: May 24, 2016

RE: Approve Second Amendment to Well No. 10 City Rehabilitation –
City Project No. 5594

RECOMMENDED ACTION:

It is respectfully recommended that the City Council:

- Approve Second Amendment to Well No. 10 City Rehabilitation – City Project No. 5594 for additional contract work with L.O. Lynch Quality Wells & Pumps for a total contract amount not to exceed \$117,185.22; and
- Authorize the City Manager to execute purchase orders and change orders necessary to support the contract amount.

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 rehabilitations are performed during the winter months when demand for water production is at its lowest, and the remaining wells can meet customer demand.

Well #10 was installed in 1943, was last rehabilitated in 2006, and is currently undergoing scheduled rehabilitation maintenance. To date, Council has approved project costs totaling \$90,137.20 which represents the original contract amount, as well as, costs of additional contract work approved for tasks identified once the well equipment was removed. Work completed to date includes installation of a new stainless steel wire wrap liner and gravel pack. The contractor has also performed a chemical wash to remove any debris deposits off of the existing screens/liner. Surge blocking was also performed, which is intended to pull in any debris left over from the chemical wash, and reestablish effective water flow to the new liner.

Upon completing the chemical wash and surge blocking, it was discovered that fines (small particles) from the processes had been pulled into the new gravel pack, restricting water flow and seriously reducing the pumping capacity of the well. To remove the fines, the contractor has recommended high pressure jetting; a process they have used successfully on other projects. The jetting serves to break up all the fines currently restricting flow, and then remove them from the new liner. Once the well is cleared of debris, the contractor will install a test pump to verify that well capacity has been restored before reinstalling City-owned well equipment.

Staff previously sought administrative authorization from the City Manager to move forward with this request as an emergency item to prevent any additional delay in getting the well back online as the remaining wells are not able to meet our highest daily demands. Staff is now seeking formal Council approval on a second amendment for the additional work and authorizing the City Manager to execute purchase orders and change orders necessary to support the contract, as the total contract amount exceeds the City Manager's contract signing authority as established in the Hemet Municipal Code.

FISCAL IMPACT:

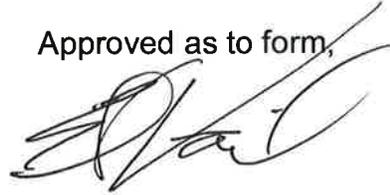
No General Fund Impact. Funding for this project is available through FY15/16 Operating Budgets in Water Fund No. 571-9000-2450 in the amount of \$125,000. Project costs are now estimated at a total of \$117,185.22, a savings of \$7,814.78 over original budgets.

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:

- Attachment "A" – Second Amendment to Well No. 10 City Rehabilitation – City Project No. 5594
- Attachment "B" - LO Lynch Pump Estimate #10410

SECOND AMENDMENT TO
WELL NO. 10 REHABILITATION
City Project No. 5594

by and between

the

CITY OF HEMET

and

L.O. LYNCH QUALITY PUMPS & WELL, INC.

Dated May 24, 2016

SECOND AMENDMENT TO PUBLIC WORKS CONTRACT

This Second Amendment to Public Works Contract ("First Amendment"), which is dated for reference as indicated on the cover page, is hereby entered into by and between the CITY OF HEMET, a California general law city ("City"), and L.O. Lynch Pumps & Well, Inc., a California corporation ("Contractor"), as follows:

RECITALS

- A. City and Contractor entered in an agreement for Water Well No. 10 Rehabilitation on January 26, 2016 ("Agreement"). The Agreement provided that Contractor will provide construction rehabilitation services for City Water Well No. 10.
- B. A First Amendment to the Agreement was approved to increase the total compensation to Contractor to an amount not exceed \$90,155.20 as the result of a change order that was approved by the City Council.
- C. On May 24, 2016, the City Council approved change order to the Agreement to include additional maintenance work that was not contemplated in the Agreement or the First Amendment, but was subsequently determined to be necessary.
- D. This Second Amendment amends Exhibit A to the Agreement to provide that the compensation to Contractor will not exceed \$117,185.22.

OPERATIVE PROVISIONS

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

1. **AMENDMENT.** Exhibit "A" to the Agreement is hereby amended to read as follows:

"The total compensation under this Contract will not exceed \$117,185.22."

2. **GENERAL PROVISIONS.**

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

2.2 **Integration.** This Second Amendment consists of pages 1 through 3 inclusive, which constitute the entire understanding and agreement of the parties and supersedes all negotiations or previous agreements between the parties with respect to all or any part of the transaction discussed in this Second Amendment.

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

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 _____, 20____,
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)

Title or Type of Document

- Partner(s) Limited
General

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

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.

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STATE OF CALIFORNIA)
COUNTY OF RIVERSIDE)

On _____, 20_____,
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
- Attorney-In-Fact General

- Trustee(s)
- Guardian/Conservator
- Other: _____

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

Title or Type of Document

Number Of Pages

Date Of Document

Signer(s) Other Than Named Above

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

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

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

CITY:

THE CITY OF HEMET

By: _____
Alexander Meyerhoff, City Manager

ATTEST:

Sarah McComas, City Clerk

CONTRACTOR:

L.O LYNCH QUALITY PUMPS & WELL, INC.

By: _____

Name: _____

Title: _____

By: _____

Name: _____

Title: _____

NOTE: CONTRACTOR'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 CONTRACTOR'S BUSINESS ENTITY.

Attachment B

Pump Estimate

L.O. LYNCH

Quality Wells and Pumps, Inc.

Mud & Air Drilling • Well Cleaning • Repairing • Design • Construction

Contractors License
No. 740156

856 W. Seventh St.
San Jacinto, CA 92582

951-654-7724 Toll Free 888-654-7724 Fax 951-654-2060



Date	Estimate #
5/3/2016	10410

Customer Phone	Customer Fax
951-634-3103	951-765-2493

Name / Address
City of Hemet Attn Accounts Payable 445 E. Florida Ave. Hemet, CA 92543-4209

Ship To
Terms
Due on receipt

Item	Description	Qty	U/M	Cost	Total
CONDITION4	SCOPE OF WORK TO BE DONE:WELL JET,CLEAN WELL AND REINSTALL PRODUCTION PUMP			0.00	0.00
LPI100	1.WELL JET.	1	hr	10,500.00	10,500.00
LPI100	2.PUMP OUT BOTTOM OF THE WELL POST WELL JETTING(WE ANTICIPATE THAT THE FORMATION MATERIAL BROUGHT IN BY WELL JETTING WILL BE TO FINE TO BAILED OUT	8	hr	400.00	3,200.00
LPI100	3.SURGE BLOCK	8	hr	400.00	3,200.00
LPI100	4.PUMP OUT MATERIAL FROM BOTTOM OF WELL AFTER SURGEBLOCKING	8	hr	400.00	3,200.00
LPI100	5.REINSTALL PRODUCTION PUMP	16	hr	400.00	6,400.00
Enviro Fee	ENVIRONMENTAL FEE			530.02	530.02

THE FOLLOWING APPLIES UNLESS OTHERWISE STATED: Any item not specifically mentioned is not included nor was it intended. Delivery/shipment is estimated and L.O. Lynch is not responsible for delays beyond their reasonable control. Prices DO NOT include special equipment (if required) or freight. This quote is firm for 30 days from above date. L.O. Lynch takes complete and total exception to any requirements, plans and/or specifications not provided to company for review.

Total \$27,030.02

Signature _____

Interest will begin to accrue 10 days after date of Invoice at a rate of 1-1/2% per month. If any legal action or proceeding arising out of or relating to this Contract is brought by either party to this Contract, the prevailing party will be entitled to receive from the other party, in addition to any other relief that may be granted, the reasonable attorney's fee, costs and expenses incurred in the action or proceeding by the prevailing party.



Staff Report

TO: Honorable Mayor and Members of the Hemet City Council

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

DATE: May 24, 2016

RE: Resolution of the City Council of the City of Hemet initiating proceedings for the Formation of Hemet Landscape Maintenance District No. 102, Oak Tree Plaza and the levy and collection of assessments for such district for Fiscal Year 2017-2018

RECOMMENDATION:

It is recommended that the City Council approve the resolution initiating proceedings and ordering the Report of the Engineer in connection with the annual levy of assessments for the Hemet Landscape Maintenance District No. 102, Oak Tree Plaza and the levy and collection of assessments within such district for the fiscal year 2017-2018, and designate PSOMAS as the Engineer for the purpose of these proceedings.

BACKGROUND:

PSOMAS has previously prepared the assessment engineering report in connection with the annual levy of assessments for the existing citywide landscape maintenance districts. The assessments against the lots and parcels of land within the assessment district will pay for the operation, maintenance and servicing of landscaping and appurtenant structures. As part of an agreement with the City, the property owner of this 1.08 acre site located at the corner of Florida Avenue and Cornell Street has agreed to the establishment of a Landscape Maintenance District for the purpose of maintaining the perimeter landscaping along Florida Avenue and Cornell Street immediately adjacent to the site.

FISCAL IMPACT:

The consultant fee for the formation of the district in connection with the annual levy of assessments for the formation of the landscape maintenance district is \$2,580, to be paid from developer deposits.

Respectfully submitted,

Jessica A. Hurst
Deputy City Manager/Admin Services

Attachments: Resolution Bill No. 16-031



CITY OF HEMET
Hemet, California
RESOLUTION NO.16-031

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF HEMET, CALIFORNIA INITIATING PROCEEDINGS FOR THE FORMATION OF HEMET LANDSCAPE MAINTENANCE DISTRICT NO. 102, OAK TREE PLAZA, AND THE LEVY AND COLLECTION OF ASSESSMENTS WITHIN SUCH DISTRICT FOR FISCAL YEAR 2017-2018 PURSUANT TO THE LANDSCAPING AND LIGHTING ACT OF 1972, PART 2 OF DIVISION 15 OF THE CALIFORNIA STREETS AND HIGHWAYS CODE AND AS PROVIDED BY ARTICLE XIII D OF THE CALIFORNIA CONSTITUTION; AND ORDERING THE PREPARATION OF AN ENGINEER'S REPORT.

The City Council of the City of Hemet (hereafter referred to as the "City Council") does resolve as follows:

WHEREAS, The City Council of the City of Hemet, California has, by previous resolutions, formed Districts known and designated as the Landscape Maintenance Districts (hereafter referred to as the "Districts") pursuant to the provisions of the *Landscaping and Lighting Act of 1972, Part 2 of Division 15 of the Streets and Highways Code of California, beginning with Section 22500* (hereafter referred to as the "Act"), that provides for levy and collection of assessments by the County of Riverside for the City of Hemet to pay the maintenance and services of landscaping and all appurtenant facilities and operations related thereto; and,

THE CITY COUNCIL OF THE CITY OF HEMET FINDS, DETERMINES, ORDERS AND RESOLVES AS FOLLOWS:

Section 1. The City Council hereby proposes to form a new landscape maintenance district to levy and collect assessments against the lots and parcels of land within the Hemet Landscape Maintenance District No. 102, (hereinafter referred to as the "District") to pay for the costs and expenses of the improvements described in Section 3 hereof for the fiscal year commencing July 1, 2017 and ending June 30, 2018, pursuant to the Landscaping and lighting Act of 1972, being Part 2 of Division 15 of the California Streets and Highways Code (the "Act") and as provided by Article XIII D of the California Constitution.

1 Section 2. The general location and boundaries of the proposed District
2 are shown on maps on file in the office of the City Clerk, open to public inspection, and
3 by reference are made part of this resolution. The District is designated as: "Hemet
4 Landscape Maintenance District No. 102, Oak Tree Plaza."
5

6 Section 3. The improvements within the Districts include but are not
7 limited to: the operation, maintenance and servicing of ornamental structures,
8 landscaping, including trees, shrubs, grass and other ornamental vegetation, and
9 appurtenant facilities, including irrigation systems, drainage devices and drywells
10 located in public places within the boundaries of the District. Maintenance refers to the
11 furnishing of services and materials for the ordinary and usual maintenance, operation
12 and servicing of the ornamental structures, landscaping and appurtenant facilities,
13 including repair, removal or replacement of all or part of any of the ornamental
14 structures, landscaping or appurtenant facilities; providing for the life, growth, health and
15 beauty of the landscaping, including cultivation, irrigation, trimming, spraying, fertilizing
16 and treating for disease or injury; the removal of trimmings, rubbish, debris and other
17 solid waste; and the cleaning, sandblasting and painting of walls and other
18 improvements to remove or cover graffiti. Servicing refers to the furnishing of electricity
19 for the irrigation and operation of the ornamental structures, landscaping, and
20 appurtenant facilities, and water for the irrigation and control of the landscaping and the
21 maintenance of any of the ornamental structures, landscaping and appurtenant
22 facilities.
23

24 Section 4. The City Council hereby designates Psomas, as the Engineer for
25 the purposes of these proceedings and orders the Engineer to prepare and file with the
26 City Clerk a written report in accordance with Article XIII D, Section 4 of the California
27 Constitution and Article 4 (commencing with Section 22565) of Chapter 1 of the Act for
28 that portion of the fiscal year 2017-2018 commencing July 1, 2017 and ending June 30,
29 2018. Such Report shall refer to the District by its distinctive designation.
30

31 Section 5. Lots or parcels within the District that are owned or used by any
32 county, city, city and county, special district or any other local or regional governmental
33 entity, the State of California or the United States shall be assessed unless the City
34 demonstrates by clear and convincing evidence that such lots or parcels receive no
35 special benefit from the proposed improvements.
36

37 Section 6. That the City Clerk shall certify to the passage and adoption of this
38 resolution; shall enter the same in the book of original resolutions of said City; and shall
39 make a minute of passage and adoption thereof in the records of the proceedings of the
40 City Council of said City, in the minutes of the meeting at which resolution is passed and
41 adopted.
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PASSED, APPROVED, AND ADOPTED this 24th day of May, 2016.

Bonnie Wright, Mayor

ATTEST:

APPROVED AS TO FORM:

Sarah McComas, City Clerk

Eric S. Vail, City Attorney

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

I, Sarah McComas, City Clerk of the City of Hemet, do hereby certify that the foregoing resolution is the actual resolution adopted by the City Council of the City of Hemet and was passed at a regular meeting of the City Council on the 24th day of May 2016 by the following vote:

AYES:
NOES:
ABSTAIN:
ABSENT:

Sarah McComas, City Clerk



Staff Report

TO: Honorable Mayor and Members of the Hemet City Council

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

DATE: May 24, 2016

RE: Resolution of the City Council of the City of Hemet declaring its intention for the levy and collection of assessments, preliminarily approving the engineer's report, and appointing a time and place for the hearing protests for the Formation of Landscape Maintenance District No. 102, Oak Tree Plaza for Fiscal Year 2017-2018.

RECOMMENDATION:

It is recommended that the City Council approve the resolution of intention to order the annual levy of assessments for the formation of Landscape Maintenance District No. 102, Oak Tree Plaza and to levy and collect assessments within the district for Fiscal Year 2017-2018; preliminarily approving the engineer's report and appointing July 12, 2016 for hearing protests.

BACKGROUND:

By its previous action the City Council approved Resolution Bill No. 16-031 initiating proceedings and ordering the engineer's report in connection with the annual levy of assessments for the formation of Landscape Maintenance District No. 102, Oak Tree Plaza for Fiscal Year 2017-2018. The assessments against the lots and parcels of land within the assessment district will pay for the operation, maintenance and servicing of ornamental structures, landscaping, including trees, shrubs, grass and other ornamental vegetation, and appurtenant facilities, including irrigation systems and drainage devices located in public places within the district boundary.

ANALYSIS:

The assessment engineer's report has been prepared and is on file with the City Clerk. A public notice will be published in the Press Enterprise, Hemet News, regarding the proposed annual landscape assessment rates for Fiscal Year 2017-2018.

FISCAL IMPACT:

The total proposed Landscape Maintenance District No. 102, Oak Tree Plaza assessment for the fiscal year 2017-2018 is \$4,650.00.

Respectfully submitted,



Jessica A. Hurst
Deputy City Manager/Admin Services

Attachments: Resolution Bill No. 16-032



CITY OF HEMET
Hemet, California
RESOLUTION NO. 16-032

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF HEMET, CALIFORNIA DELARING ITS INTENTION TO FORM THE CITY OF HEMET LANDSCAPE MAINTENANCE DISTRICT NO. 102, OAK TREE PLAZA, TO LEVY AND COLLECT ASSESSMENTS WITHIN SUCH DISTRICT AND PRELIMINARILY APPROVING THE REPORT OF THE ENGINEER FOR FISCAL YEAR 2017-2018 PURSUANT TO THE LANDSCAPING AND LIGHTING ACT OF 1972, PART 2 OF DIVISION 15 OF THE CALIFORNIA STREETS AND HIGHWAYS CODE AND AS PROVIDED BY ARTICLE XIII D OF THE CALIFORNIA CONSTITUTION; AND APPOINTING A TIME AND PLACE FOR HEARING PROTESTS.

The City Council of the City of Hemet (hereafter referred to as the "City Council") does resolve as follows:

WHEREAS, The City Council of the City of Hemet, California has, by previous resolutions, formed Districts known and designated as the Landscape Maintenance Districts (hereafter referred to as the "Districts") pursuant to the provisions of the *Landscaping and Lighting Act of 1972, Part 2 of Division 15 of the Streets and Highways Code of California, beginning with Section 22500* (hereafter referred to as the "Act"), that provides for levy and collection of assessments by the County of Riverside for the City of Hemet to pay the maintenance and services of landscaping and all appurtenant facilities and operations related thereto; and,

THE CITY COUNCIL OF THE CITY OF HEMET FINDS, DETERMINES, ORDERS AND RESOLVES AS FOLLOWS:

Section 1. By its previous Resolution Bill No. 16-031 , the City Council initiated proceedings pursuant to the Landscaping and Lighting Act of 1972, Part 2 of Division 15 of the Streets and Highways Code, commencing with Section 22500 (the "Act") and as provided by Article XIII D of the California Constitution, for the formation of the City of Hemet Landscape Maintenance District No. 102, Oak Tree Plaza (the "District"), described on maps on file in the office of the City Clerk and incorporated herein by reference, and the levy and collection of assessments against the assessable lots and parcels of land within such District for the 2017-2018 fiscal year and ordered the Engineer, Psomas, to prepare and file a written report in accordance with Article XIII D, Section 4 of the California Constitution and Article 4 of Chapter 1 of the Act. The

1 Engineer has prepared and filed a written report (the "Report") with the City Clerk, which
2 pertains to the proposed District, and by previous resolution the City Council approved
3 the Engineer's Report.
4

5 Section 2. The City Council hereby (1) finds that the public interest and
6 convenience requires and (2) declares its intention to order the formation of the District
7 and to levy and collect assessments against the assessable lots and parcels of land
8 within such District for that portion of the fiscal year commencing July 1, 2017 and
9 ending June 30, 2018 to pay the costs and expenses of the improvements described in
10 Section 3 below. If the assessments, proposed by this resolution, are approved by the
11 property owners pursuant to a mailed ballot election conducted in accordance with
12 Article XIII D of the California Constitution, the City may increase the assessments,
13 commencing with fiscal year 2018-2019. The amount of the assessments for the
14 District can be increased each year, per Chapter 4 of Part 1 of Division 2 of Title 5 of the
15 Government Code, Section 53739(b)(1) based upon the following formula:
16

17 Future CPI adjustments in the assessment rate will be limited by the greater of four
18 percent (4%) or the cumulative percentage increase in the Consumer Price Index for all
19 Urban Consumers ("CPI-U") for the Los Angeles-Riverside-Orange County California
20 Standard Metropolitan Statistical Area ("Index") published by the Bureau of Labor
21 Statistics of the United States Department of Labor. The annual CPI-U adjustment will
22 be based on the cumulative increase, if any, in the Index as it stands on March of each
23 year over the base Index of 2017. Adjustments beyond the greater of four percent (4%)
24 or the CPI-U rate will require approval of the property owners of record as required by
25 Proposition 218 "The Right to Vote on Taxes Act".
26

27 Section 3. The improvements within the District include but are not
28 limited to: the operation, maintenance, and servicing of ornamental structures,
29 landscaping, including trees, shrubs, grass, and other ornamental vegetation, and
30 appurtenant facilities, including irrigation systems, drainage devices, and drywells
31 located in public places within the boundaries of the District. Maintenance means the
32 furnishing of services and materials for the ordinary and usual maintenance, operation,
33 and servicing of the ornamental structures, landscaping and appurtenant facilities,
34 including repair, removal or replacement of all or part of any of the ornamental
35 structures, landscaping or appurtenant facilities; providing for the life, growth, health and
36 beauty of the landscaping, including cultivation, irrigation, trimming, spraying, fertilizing,
37 and treating for disease or injury; the removal of trimmings, rubbish, debris and other
38 solid waste; and the cleaning, sandblasting, and painting of walls and other
39 improvements to remove or cover graffiti. Servicing means the furnishing of electricity
40 for the irrigation and operation of the ornamental structures, landscaping, and
41 appurtenant facilities, and water for the irrigation and control of the landscaping and the
42 maintenance of any of the ornamental structures, landscaping and appurtenant
43 facilities.
44

45 Section 4. The general location and boundaries of the proposed District are
46 shown on maps on file in the office of the City Clerk, are incorporated herein by

1 reference, and open to public inspection. The designation of the proposed District is as
2 follows: City of Hemet Landscape Maintenance District No. 102, Oak Tree Plaza.
3

4 Section 5. Reference is hereby made to the Engineer's Report, on file in the
5 office of the City Clerk and open to public inspection, for a full and detail description of
6 the improvements, the boundaries of the proposed District and the proposed
7 assessments upon assessable lots and parcels of land within the proposed District.
8

9 Section 6. Notice is hereby given that the 12th day of July 2016 at 7:00pm in
10 the Council Chambers of the City of Hemet, 450 E. Latham Avenue, Hemet, California
11 92543, is the time and place fixed for a public hearing by the City Council on the
12 question of the levy and collection of assessments for fiscal year 2017-2018 against lots
13 and parcels of land within the District. At the hearing, all interested persons shall be
14 afforded the opportunity to hear and be heard. Procedures of the City applicable to the
15 completion, return, and tabulation of the ballots required pursuant to Article XIII D,
16 Section 4 of the California Constitution are on file in the office of the City Clerk and open
17 to public inspection.
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19 Section 7. The City Clerk is hereby authorized and directed to give notice of
20 the public hearing as set forth in Section 6 in accordance with law.
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22 Section 8. Lots or parcels within the District that are owned or used by any
23 county, city, city and county, special district or any other local or regional governmental
24 agency, the State of California, or the United States shall be assessed unless the City
25 demonstrates by clear and convincing evidence that such lots or parcels receive no
26 special benefit from the proposed improvements.
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31 PASSED, APPROVED, AND ADOPTED this 24th day of May, 2016.
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36 _____
Bonnie Wright, Mayor

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40 ATTEST:

APPROVED AS TO FORM:

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44 Sarah McComas, City Clerk

Eric S. Vail, City Attorney

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

I, Sarah McComas, City Clerk of the City of Hemet, do hereby certify that the foregoing resolution is the actual resolution adopted by the City Council of the City of Hemet and was passed at a regular meeting of the City Council on the 24th day of May 2016 by the following vote:

AYES:
NOES:
ABSTAIN:
ABSENT:

Sarah McComas, City Clerk

City of Hemet



ENGINEER'S REPORT FOR Landscape Maintenance District No. 102 (Oak Tree Plaza)

Prepared by
Psomas
1500 Iowa Ave., Ste. 210
Riverside, CA 92507
(951) 787-8421

April 2016

AGENCY: CITY OF HEMET

PROJECT: FORMATION OF ASSESSOR PARCEL NUMBER 438240042-9 INTO THE CITY OF HEMET LANDSCAPE MAINTENANCE DISTRICT AS DISTRICT NO. 102

**TO: HEMET CITY COUNCIL
COUNTY OF RIVERSIDE
STATE OF CALIFORNIA**

ENGINEER'S REPORT

Pursuant to the provisions of Sections 22565 through 22574 of the Landscaping and Lighting Act of 1972, said act being Part 2 of Division 15 of the Streets and Highways Code of the State of California, compliance with the substantive and procedural requirements of Article XIII C and XIII D of the California Constitution, and direction from the City Council of the City of Hemet ("City Council"), California submitted herewith is the Engineer's Report ("Report") for the City of Hemet ("City").

This Report provides for the formation of City of Hemet Landscape Maintenance District No. 102 ("District") for Assessor Parcel Number (APN) 438240042-9 and establishes the Maximum Assessment to be levied commencing with Fiscal Year 2017–2018 (i.e., commencing July 1, 2017 and ending June 30, 2018) and all subsequent Fiscal Years, for this area to be known and designated as:

LMD NO. 102

I do hereby assess and apportion the total amount of the costs and expenses upon parcels of land within the designated areas liable therefore and benefited thereby, in proportion to the estimated benefits that each parcel receives, respectively, from said services.

NOW, THEREFORE, I, the appointed Engineer, acting on behalf of the City of Hemet, pursuant to the Landscaping and Lighting Act of 1972, do hereby submit the following:

Pursuant to the provisions of law, the costs and expenses of the District have been assessed upon the parcels of land in the District benefited thereby in direct proportion and relation to the estimated benefits to be received by each of said parcels. For particulars as to the identification of said parcels, reference is made to the Assessment Diagram/Boundary Map, a reduced copy of which is included herein.

As required by law, an Assessment Diagram/Boundary Map is filed herewith, showing the District as well as the boundaries and dimensions of the respective parcels or lots and subdivisions of land within said District, as the same exist, as of the date of this Report, each of which subdivisions of land or parcels or lots, respectively, have been given an individual number upon said Assessment Diagram/Boundary Map and in the Assessment Roll contained herein.

The individual numbers given the subdivisions and parcels of land, as shown on said Assessment Diagram/Boundary Map as of the date of this Report, correspond to the numbers assigned to each parcel by the Riverside County Assessor. Reference is made to the Assessor Parcel Map for a description of the lots or parcels.

As of the date of this Report, there are no lots or parcels within the District owned by a federal, State, or other local governmental agency that will benefit from the services to be provided by the assessments to be collected.

DATED this 18th day of April, 2016

PSOMAS



STEVEN B. FRIESON
PROFESSIONAL CIVIL ENGINEER 42110
ENGINEER OF WORK
COUNTY OF RIVERSIDE
STATE OF CALIFORNIA

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EXECUTIVE SUMMARY

A. Introduction

Pursuant to the provisions of Sections 22565 through 22574 of the Landscaping and Lighting Act of 1972 ("1972 Act"), said act being Part 2 of Division 15 of the Streets and Highways Code of the State of California, the costs and expenses of Landscape Maintenance District No. 102 ("LMD No. 102" or "District") have been assessed upon the parcels of land in the District benefited thereby in direct proportion and relation to the estimated benefits to be received by each of said parcels. For particulars as to the identification of said parcels, reference is made to the Assessment Diagram/Boundary Map, a reduced copy of which is included herein. On this 24th day of May, 2016 the City Council, City of Hemet, State of California, ordering the preparation of the Engineer's Report ("Report") providing for the formation of LMD No. 102 did, pursuant to the provisions of the 1972 Act, being Division 15 of the Streets and Highways Code of the State of California, adopt Resolution No. 16-031 for a special assessment district known and designated as:

Landscape Maintenance District No. 102

The formation of LMD No. 102 includes the commercial subdivision identified by the Assessor Parcel Number (APN) valid as of the date of this Report: 438240042-9.

As required by law, an Assessment Diagram/Boundary Map is filed herewith, showing the District, as well as the boundaries and dimensions of the respective parcels and subdivisions of land within said District as they exist, each of which subdivisions of land or parcels or lots, respectively, have been assigned a lot number within a specific tract or APN and indicated on the Assessment Diagram/Boundary Map and in the Assessment Roll contained herein. Psomas submits this Report, consisting of five parts, for the formation of LMD No. 102 and the establishment of the Maximum Assessment to be levied and collected commencing Fiscal Year 2017–2018 and all subsequent fiscal years.

PART I

Plans and Specifications: This section contains a description of LMD No. 102 boundaries and the proposed improvements within said District. The District shall consist of a single parcel encompassing all properties within the commercial development known as LMD No. 102. The proposed improvements described in this Report are based on the current development and improvement plans provided to Psomas by the City of Hemet as of the date of this Report are on file with the office of the City Engineer and are incorporated into this Report by reference. The improvement plans ("Plans") include: Unsigned Shopping Center Planting Plan, Sheets L1 & L2 by Kammeyer & Associates Engineers dated November 21, 2013 and revised February 20, 2015.

PART II

The Method of Apportionment: A narrative of the property benefits from the improvements and the method of calculating each property's proportional special benefit and annual assessment. The proposed initial Maximum Assessment and assessment range formula established for LMD No. 102 is based on current property development Plans and estimated annual costs and expenses associated with all improvements to be accepted and maintained by LMD No. 102 at build-out. The initial Maximum Assessment may be adjusted by the greater of four percent (4%) or the cumulative percentage increase in the Consumer Price Index for all Urban Consumers for ("CPI-U") for the Los Angeles-Riverside-Orange County California Standard Metropolitan Statistical Area ("Index") published by the Bureau of Labor Statistics of the United States Department of Labor. The annual CPI-U adjustment will be based on the cumulative increase, if any, in the Index as it stands on March of each year over the base Index of 2017. The initial Maximum Assessment established within LMD No. 102 shall be \$4,650.00 Pursuant to the Plans, which is composed of 1 assessable parcel, and 0 non-assessable parcels. The initial Maximum Assessment shall be \$4,650.00 per parcel, subject to the inflationary factor.

PART III

The Cost Estimate: An estimate of the cost of the landscaping improvements including incidental costs and expenses in connection therewith for Fiscal Year 2017-2018, is as set forth on the lists thereof, attached hereto.

PART IV

Assessment Diagram/Boundary Map: The Assessment Diagram/Boundary Map shows the parcels of land included within the boundaries of LMD No. 102. For details concerning the lines and dimensions of the applicable Assessor's Parcel Numbers, refer to the County Assessor's Maps as of the date of this Report.

PART V

Assessment Roll: A listing of the Assessor's Parcel Numbers and the initial Maximum Assessment per parcel or lot/unit to be applied on the tax roll for Fiscal Year 2017-2018 as provided in the Plans.

B. Assessment District

The improvements and services to be provided by LMD No. 102 generally includes landscape maintenance. The formation of LMD No. 102 will provide the financial mechanism (annual assessments) by which the ongoing operation and maintenance of these improvements and services will be funded. LMD No. 102's structure, proposed improvements, method of apportionment and assessments described in this Report are based on the Plans provided to Psomas as of the date of this Report, including all estimated direct expenditures, incidental expenses, and reserves associated with the maintenance and servicing of the proposed improvements.

PART I – PLANS AND SPECIFICATIONS

A. Description of the Assessment District

LMD No. 102 is located within the City of Hemet, County of Riverside, State of California and is comprised of APN 438240042-9. The area for 438240042-9 is generally north of Florida Avenue, south of Vista Way, east of Columbia Street and west of Cornell Street. At full development, APN 438240042-9 is projected to remain one assessable commercial lot and zero non-assessable lots. LMD No. 102 consists of all lots/units, parcels and subdivisions of land located in the following development areas:

- Assessor Parcel Number(s) as of the date of this Report: 438240042-9

B. Description of Improvements and Services Authorized by the Landscaping and Lighting Act of 1972

As applicable to the District, the 1972 Act (specifically, Section 22525 of the California Streets and Highways Code) defines improvements to mean one or any combination of the following:

- The installation or planting of landscaping.
- The installation or construction of statuary, fountains, and other ornamental structures and facilities.
- The installation or construction of public lighting facilities, including, but not limited to, traffic signals.
- The installation or construction of any facilities which are appurtenant to any of the foregoing or which are necessary or convenient for the maintenance or servicing thereof, including, but not limited to, grading, clearing, removal of debris, the installation or construction of curbs, gutters, walls, sidewalks, or paving, or water, irrigation, drainage, or electrical facilities.
- The installation of park or recreational improvements, including, but not limited to, all of the following:
 - Land preparation, such as grading, leveling, cutting and filling, sod,
 - Lights, playground equipment, play courts, and public restrooms.
 - The maintenance or servicing, or both, of any of the foregoing, and any of the improvement authorized by subdivision (i).
 - The acquisition of land for park, recreational, or open-space purposes.
 - The acquisition of any existing improvement otherwise authorized pursuant to this section.
 - The acquisition or construction of any community center, municipal auditorium or hall, or similar public facility for the indoor presentation of performances, shows, stage productions, fairs, conventions, exhibitions, pageants, meetings, parties, or other group events,

activities, or functions, whether those events, activities, or functions are public or private.

Section 22526 of the California Streets and Highways Code states that “incidental expenses” associated with the improvements include, but are not limited to the following:

- The cost of preparation of the report, including plans, specifications, estimates, diagram, and assessment.
- The costs of printing, advertising, and the giving of published, posted, and mailed notices.
- Compensation payable to the County for collection of assessments.
- Compensation of any engineer or attorney employed to render services in proceedings pursuant to this part.
- Any other expenses incidental to the construction, installation, or maintenance and servicing of the improvements.
- Any expenses incidental to the issuance of bonds or notes pursuant to Section 22662.5 of the California Streets and Highways Code.
- Costs associated with any elections held for the approval of a new or increased assessment.

Section 22531 of the 1972 Act defines “maintain” or “maintenance” to mean the following:

Furnishing of services and materials for the ordinary and usual maintenance, operation, and servicing of any improvement, including:

- Repair, removal, or replacement of all or any part of any improvement.
- Providing for the life, growth, health, and beauty of landscaping, including cultivation, irrigation, trimming, spraying, fertilizing, or treating [vegetation] for disease or injury.
- The removal of trimmings, rubbish, debris, and other solid waste.
- The cleaning, sandblasting, and painting of walls and other improvements to remove or cover graffiti.

C. Improvements and Services for LMD No. 102

LMD No. 102 provides for the collection of annual assessments to fund the installation and ongoing maintenance and servicing of landscape and drainage improvements within the public right-of-way known as Florida Avenue and Cornell Street, as well as any appurtenant facilities including, but not limited to, the cost of personnel, electrical energy, water service, materials, equipment, contracting services, and other items necessary for the satisfactory operation of these services in LMD No. 102.

PART II – METHOD OF APPORTIONMENT

A. Method of Apportionment

The proposed improvements, the associated costs, and assessments have been carefully reviewed, identified, and allocated based on special benefit.

Landscaping is the responsibility of LMD No. 102.

The 1972 Act permits the establishment of assessment districts by agencies for the purpose of providing certain public improvements, which include dedicated easements for landscape use, and appurtenant facilities. The 1972 Act further provides that assessments may be apportioned upon all assessable lot(s) or parcel(s) of land within an assessment district in proportion to the estimated benefits to be received by each lot or parcel from the improvements rather than assessed value.

“The net amount to be assessed upon lands within an assessment district may be apportioned by any formula or method which fairly distributes the net amount among all assessable lots or parcels in proportion to the estimated benefits to be received by each such lot or parcel from the improvements.”

The formula used for calculating assessments reflects the composition of the parcels and the improvements and services provided by the District to fairly apportion the costs based on the estimated benefit to each parcel.

In addition, Article XIII D of the California Constitution (“Article”) requires that a parcel's assessment may not exceed the reasonable cost of the proportional special benefit conferred on that parcel. The Article provides that only special benefits are assessable, and the County must separate the general benefits from the special benefits conferred on a parcel. A special benefit is a particular and distinct benefit over and above general benefits conferred on the public at large, including real property within the district. The general enhancement of property value does not constitute a special benefit.

Equivalent Benefit Units

A methodology, which takes into consideration the impact of land use and parcel size, has been developed and applied to LMD No. 102. This methodology, called Equivalent Benefit Units (EBUs) calculates the EBUs for single family residential, other residential land uses and for non-residential parcels. Every land use is converted to EBUs based on the assessment formula appropriate for the City. Apartments are converted to EBUs based on the number of dwelling units on each parcel of land; commercial and industrial parcels are converted to EBUs based on the lot size of each parcel of land. The EBU method is seen as the most appropriate and equitable for landscape districts, as the benefit to each parcel from the improvements are apportioned as a function of land use and parcel size.

Parcel Classification

Single Family Residential (SFR): SFR means all parcels of residential property, other than Multi-Family Residential Property. The SFR parcel is the basic unit for calculation of the benefit assessments. Parcels designated as SFR land use will be assigned 1 EBU per dwelling unit including vacant subdivided residential lots.

Condominium: Condominium means all parcels of developed property with a building or buildings comprised of attached dwelling units with each unit having individual ownership and assigned an individual assessor parcel number. Condominiums will be treated the same as SFR units. Therefore, parcels designated as Condominium land use will be assigned 1 EBU per dwelling unit.

Multi-Family Residential (Apartments) and Mobile Home Parks: Multi-Family Residential (Apartments) and Mobile Home Parks means all parcels of property that consist of a building or buildings comprised of attached dwelling units available for rental by the general public, not for sale to an end user, and under common management. Multi-Family residential parcels and mobile home park land use equivalencies are determined by multiplying the number of dwelling units on each parcel by 0.8 (Multi-Family Residential) and 0.5 (Mobile Home Parks), respectively, due to the relative population density of these types of dwelling units and reduced unit size compared to the typical density and size of single family units. Studies have consistently shown that trip generation and wastewater usage are a function of population density, therefore, the average apartment unit impacts infrastructure approximately 80% as much as a single family residence, and the average mobile home unit impacts infrastructure approximately 50% as much. (Sources: Institute of Transportation Engineers Informational Report Trip Generation, Fifth Edition, 1991; Metcalf and Eddy, Wastewater Engineering Treatment, Disposal, Reuse, Third Edition, 1991).

The EBUs assigned to a Multi-Family residential or a mobile home parcel are calculated based on the number of dwelling units and the appropriate Equivalent Benefit Factor (as shown in Table 1). For example, the Equivalent Benefit Factor for multi-residential (0.8) is multiplied by the number of dwelling units on the parcel to determine the total EBUs for the multiple residential parcel. Similarly, the total EBUs for a mobile home parcel are calculated by multiplying the Equivalent Benefit Factor (0.5) by the number of mobile home units on the parcel.

Commercial/Industrial: Commercial/Industrial means non-residential parcels that are neither Exempt, Public Property, Property Owners Association Property nor Vacant-Rural and are used in retail, professional, medical, restaurant, government, institutional, financial, lodging and other commercial & industrial related uses. In converting improved Commercial/Industrial properties to EBUs, the factor used is the City of Hemet average single family residential density of 2.58 dwelling units per acre (as derived from the City of Hemet 2030 General Plan, Table 2.3 - Development Capacity). Therefore, the Commercial/Industrial parcels, including institutional uses, will be assigned 2.58 EBUs per acre or any portion thereof, including vacant Commercial/ Industrial and Multi-Family parcels.

Vacant-Rural: Vacant means parcels with no immediate development potential. These parcels will be assigned EBUs at the rate of 25% of the developed Commercial/Industrial properties, or 0.65 EBUs (25% times 2.58 EBUs) per acre, up to a maximum of 5 acres per parcel. Parks will be assessed as vacant-rural property. Vacant parcels with approved subdivision maps filed on them will be assessed for the future designated use.

Property Owners Association Property (POAP): Property Owner's Association Property means all parcels which have been conveyed, dedicated to, or irrevocably offered for dedication to a property owner association, including any master or sub-association. The ultimate benefactors of these parcels are the property owners themselves. Therefore, the costs of providing landscaping improvements and services to these parcels will be spread to the taxable parcels in the District and exempt the POAP parcels from assessment. These parcels are defined as having a zero EBU Factor and therefore zero EBUs.

Public Property: Public property means all parcels which are (i) used for rights-of-way or any other purpose and is owned by, dedicated to, or irrevocably offered for dedication to the federal government, the State, the County, City or any other public agency, provided however, that any property leased by a public agency to a private entity and subject to taxation under Section 53340.1 of the Act shall be taxed and classified according to its use; or (ii) encumbered by an unmanned utility easement making impractical its utilization for other than the purpose set forth in the easement. Public property not leased to a private agency and utility easements as described in (iii) are defined as having a zero EBU factor and therefore zero EBUs. Schools will be assessed as Commercial/Industrial uses for those portions of the parcels with building improvements on them, and the playground and athletic fields will not be assessed as they are the same as vacant property with no development potential. Parks will be assessed as vacant rural property.

Exempt: Exempt means any parcel dedicated as public streets, public avenues, public lanes, public roads, public drives, public courts, public alleys, public easements and rights-of-ways, public greenbelts, parkways and that portion of public property that is not developed nor used for business purposes similar to private commercial, industrial and institutional activities. Also defined as Exempt parcels are utility rights-of-way, common areas (such as in condominium complexes), landlocked parcels and small parcels vacated by the City as these parcels have little or no development potential and therefore do not benefit from the improvements. These parcels are defined as having a zero EBU factor and therefore zero EBUs.

Determination of Rate

A summary of the Equivalent Benefit Unit rates is shown in the table below:

TABLE 1

<u>Land Use Category</u>	<u>Basic Unit</u>		<u>Equivalent Benefit Factor</u>		<u>EBU Rates</u>
• Single Family Residential	1 D.U.	X	1.0	=	1 EBU/DU
• Condominium	1 D.U.	X	1.0	=	1 EBU/DU
• Multi-Family Residential	1 D.U.	X	.8	=	0.8 EBU/DU
• Mobile Home Park	1 Space	X	.5	=	0.5 EBU/Space
• Commercial/Industrial					
Based on the average size for SFR density of 2.58 DU/Acre	1 Acre	X	2.58	=	2.58 EBU/Acre
• Schools	1 Acre	X	2.58	=	2.58 EBU/Acre Area of Building Improvements
• Vacant Rural / Parks	1 Acre	X	.65	=	0.65 EBU/Acre 5 Acre Max
• POAP, Public & Exempt	1 D.U.	X	0.0	=	0.0 EBU/DU

B. Annual Assessment

The Method of Apportionment of the Assessment is based upon the relative special benefit derived from the improvements and conferred upon the assessable real property within LMD No. 102 over and above general benefit conferred upon the assessable real property within LMD No. 102 or to the public at large. The Assessment for each assessable parcel within LMD No.102 is calculated as follows:

Once the EBU Rate for each land use category is determined, the EBU rate is multiplied times the number of Basic Units for each parcel to determine the number of EBUs for that parcel. Once the total number of EBUs and costs associated for all parcels within the District are determined, the total costs are divided by the total EBUs to determine an assessment rate for each EBU in the District.

$$\text{Total District Costs} \div \text{Total Number of EBUs in District} = \text{District Assessment Rate Per EBU.}$$

Each parcel currently within the District will be placed into one of the designated classifications by land use. The individual assessments will then be determined by multiplying the District assessment rate per EBU by the parcel's total EBU's.

$$\text{District Assessment Rate per EBU} \times \text{Parcel's Total EBUs} = \text{Parcel's Annual Assessment.}$$

Currently, there is one 1.08 acre parcel located in LMD No. 102 with a total of 2.79 EBUs. Applying the EBU formula results in a total EBU count of 2.79 for LMD No. 102. Since LMD No. 102 is composed of a single parcel, all EBUs and costs will be assigned to this single parcel.

The maximum assessment rate is subject to a cost of living increase as explained in the Maximum Assessment Methodology section.

General Benefit

The total benefit from the works of improvement is a combination of the special benefits to the parcels within the District and the general benefits to the public at large and to adjacent property owners. A portion of the total maintenance costs for the landscaping, if any, associated with general benefits will not be assessed to the parcels in the District, but will be paid from other City of Hemet funds. Because the landscaping improvements are located immediately adjacent to properties within the District and are maintained solely for the benefit of the properties within the District, any benefit received by properties outside of the District is nominal. Therefore, the general benefit portion of the benefit received from the improvements for the District is zero.

Special Benefit

The landscaping improvements within LMD No. 102 provide direct and special benefit to the lots or parcels within the District. Therefore, the maintenance of these improvements also provides direct and special benefit by maintaining the functionality of the improvements and allowing the improvements to operate in a proper manner.

Each and every lot or parcel within the District receives a particular and distinct benefit from the improvements over and above general benefits conferred by the improvements. First, the improvements were conditions of approval for the creation or development of the parcels. In order to create or develop the parcels, the City required the original developer to install landscaping improvements and to guarantee the maintenance of the landscaping improvements and appurtenant facilities serving the lots or parcels. Therefore, each and every lot or parcel within the proposed District could not have been developed in the absence of the installation and expected maintenance of these facilities. In addition, the improvements continue to confer a particular and distinct special benefit upon parcels within the LMD No. 102 because of the nature of the improvements.

The proper maintenance of landscaping and appurtenant facilities specially benefit parcels within the LMD No. 102 by moderating temperatures, providing oxygenation, attenuating noise from adjacent streets and controlling dust for those properties in close proximity to the landscaping. The spraying and treating of landscaping for disease reduces the likelihood of insect infestation and other diseases spreading to landscaping located throughout the properties within the District.

The proper maintenance of the landscaping, ornamental structures, and appurtenant facilities reduces property-related crimes (especially vandalism) against properties in the District through the screening of properties within the District from arterial streets.

Additionally, the proper maintenance of landscaping, and appurtenant structures improves the attractiveness of the properties within the District. This provides a positive visual experience each and every time a trip is made to or from the property within the District.

Based on the benefits described above, landscaping improvements are an integral part of the quality of life of the District. This quality of life is a special benefit to those parcels with a commercial land use within the District and do not include government owned easements, easements, and flood channel parcels. Government-owned easement, utility easement and flood channel parcels do not benefit from the improvements due to their use and lack of habitation on such parcels. Parcels of this nature are usually vacant narrow strips of land or flood control channels and therefore do not generate or experience pedestrian or vehicular traffic. Nor do these types of parcels support dwelling units or other structures that would promote frequent use of the parcels by the traveling public. As a result of this lack of activity on such parcels they do not receive any benefit from landscaping improvements and are not assessed.

Special Benefits of LMD No. 102 Authorized Improvements and Services

The special benefits associated with landscaping improvements are specifically:

- Enhanced desirability of properties through association with the improvements.
- Improved aesthetic appeal of properties providing a positive representation of the area and properties.
- Enhanced adaptation of the urban environment within the natural environment from adequate green space and landscaping.
- Environmental enhancement through improved erosion resistance, dust and debris control, and fire protection.
- Increased sense of pride in ownership of property within the Zone resulting from well-maintained improvements associated with the properties.
- Enhanced quality of life through well-maintained green belts and landscaped areas.
- Reduced criminal activity and property-related crimes (especially vandalism) against properties through well-maintained surrounding and amenities.
- Enhanced environmental quality of the parcels by moderating temperatures, providing oxygenation and attenuating noise.

Summary

In summary, no property is assessed in excess of the reasonable cost of the proportional special benefit conferred on that property. Additionally, because of differences in land use and parcel size, it is determined that each of the commercial parcels within the District benefit from the improvements unequally. Therefore, the proportionate share of the costs and expenses for the provision of landscaping, as well as costs and expenses for the maintenance of the landscaping are apportioned on an EDU basis. For a single parcel District, all EBU's will be apportioned to the single benefiting parcel.

C. Maximum Assessment Methodology

The purpose of establishing a Maximum Assessment formula is to provide for reasonable increases and inflationary adjustments to annual assessments without requiring costly noticing and mailing procedures, which would add to the District costs and assessments.

The Maximum Assessment formula shall be applied to all assessable parcels of land within the District. For LMD No. 102, the initial Maximum Assessments for Fiscal Year 2017-2018 are as follows:

- The initial Maximum Assessment established within LMD No. 102 shall be \$4,650.00
- Pursuant to the Plans, each parcel's initial Maximum Assessment shall be \$4,650.00.

The initial Maximum Assessment is subject to an annual inflator starting in Fiscal Year 2018-2019. The initial Maximum Assessment may be adjusted by the greater of four percent (4%) or the cumulative percentage increase in the Consumer Price Index for all Urban Consumers ("CPI-U") for the Los Angeles-Riverside-Orange County California Standard Metropolitan Statistical Area ("Index") published by the Bureau of Labor Statistics of the United States Department of Labor. The annual CPI-U adjustment will be based on the cumulative increase, if any, in the Index as it stands on March of each year over the base Index of 2017.

The Maximum Assessment is adjusted annually and is calculated independent of the LMD No. 102's annual budget and proposed annual assessment. The proposed annual assessment (rate per assessable parcel) applied in any fiscal year is not considered to be an increased assessment if less than or equal to the Maximum Assessment amount. In no case shall the annual assessment exceed the Maximum Assessment.

Although the Maximum Assessment will increase each year, the actual LMD No. 102 assessments may remain virtually unchanged. The Maximum Assessment adjustment is designed to establish a reasonable limit on LMD No. 102 assessments. The Maximum Assessment calculated each year does not require or facilitate an increase to the annual assessment and neither does it restrict assessments to the adjusted maximum amount. If the budget and assessments

for the fiscal year require an increase and the increase is more than the adjusted Maximum Assessment, it is considered an increased assessment.

To impose an increased assessment, the City of Hemet must comply with the provisions of the California Constitution Articles XIII C and D, which require a public hearing and certain protest procedures including mailed notice of the public hearing and property owner protest balloting. Through the balloting process, property owners must approve the proposed assessment increase. If the proposed assessment is approved, then a new Maximum Assessment is established for LMD No. 102. If the proposed assessment is not approved, the City may not levy an assessment greater than the adjusted Maximum Assessment previously established for LMD No. 102.

PART III – COST ESTIMATE

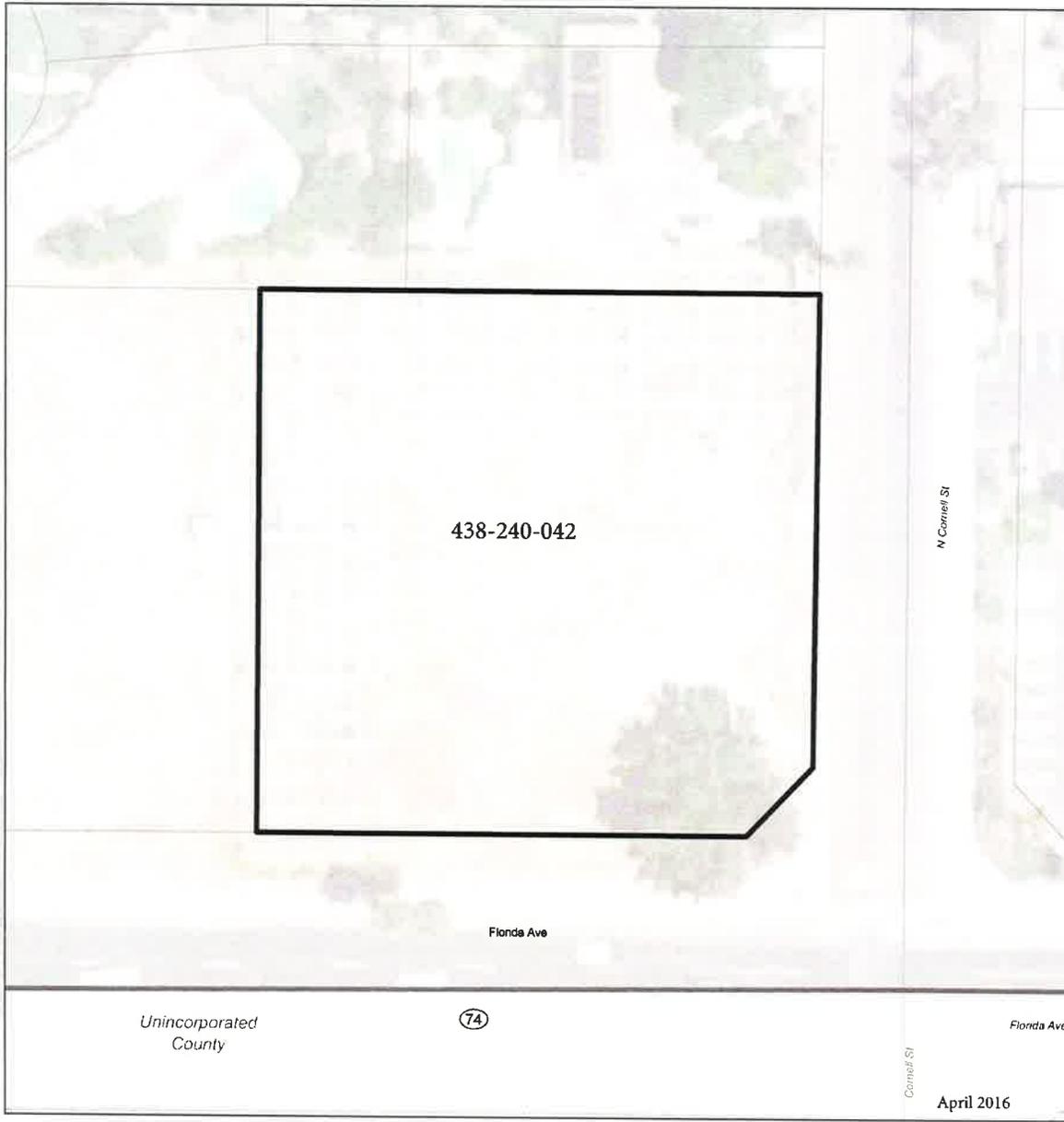
LANDSCAPE MAINTENANCE DISTRICT NO. 102 CITY OF HEMET ANNUAL BUDGET FISCAL YEAR 2017-18			
MAINTENANCE OF IMPROVEMENTS			
FUNCTION	PROJECTED ANNUAL COST	NO. OF EBUs ¹	COST PER EBU
Landscaping Maintenance ²	\$ 2,938.94 /	2.79	\$ 1,053.38
Tree Trimming ³	\$ 225.00 /	2.79	\$ 80.65
Mulch ⁴	\$ 154.74 /	2.79	\$ 55.46
Backflow Certificate	\$ 50.00 /	2.79	\$ 17.92
Calsense	\$ 250.00 /	2.79	\$ 89.61
TOTAL MAINTENANCE COSTS	\$ 3,618.68		COST PER EBU \$ 1,297.02
INCIDENTAL COSTS			
FUNCTION	PROJECTED ANNUAL COST	NO. OF EBUs	COST PER EBU
Administrative Costs	\$ 307.59 /	2.79	\$ 110.25
Contingency	\$ 361.87 /	2.79	\$ 129.70
Operating Reserves	\$ 361.87 /	2.79	\$ 129.70
TOTAL INCIDENTAL COSTS	\$ 1,031.33		COST PER EBU \$ 369.65
TOTAL PROJECTED COSTS	\$ 4,650.01		COST PER EBU \$ 1,666.67
			MAXIMUM ANNUAL ASSESSMENT FY 17-18 \$ 4,650.01
			MAXIMUM PER EBU ASSESSMENT FY 17-18 \$ 1,666.67
			ANNUAL ASSESSMENT FY 17-18 \$ 4,650.01
			PER EBU ASSESSMENT FY 17-18 \$ 1,666.67
¹ District is composed of a single parcel. ² 4,878 sqft of landscaping is maintained by the City. ³ 8 trees are maintained by the City. ⁴ 3,094 sqft of mulch is maintained by the City.			

PART IV – ASSESSMENT DIAGRAM / BOUNDARY MAP

FISCAL YEAR 2017-2018 LMD NO. 102

The Assessment Diagram/Boundary Map for LMD No. 102 by this reference is incorporated and made a part of this Report. Only the parcels identified within the LMD No. 102 Assessment Diagram/Boundary Map are within said boundary.

If any parcel submitted for collection is identified by the County Auditor-Controller to be an invalid parcel number for the current fiscal year, a corrected parcel number and/or new parcel number (or numbers) will be identified and resubmitted to the County-Auditor Controller. The assessment amount to be levied and collected for the resubmitted parcel and/or new parcel number (or numbers) shall be based on the method of apportionment and the assessment rate approved in this Report. Therefore, if a single parcel has changed to multiple parcels, the assessment amount applied to each of the new parcels shall be recalculated and applied according to the approved method of apportionment and the assessment rate rather than a proportionate share of the original assessment.



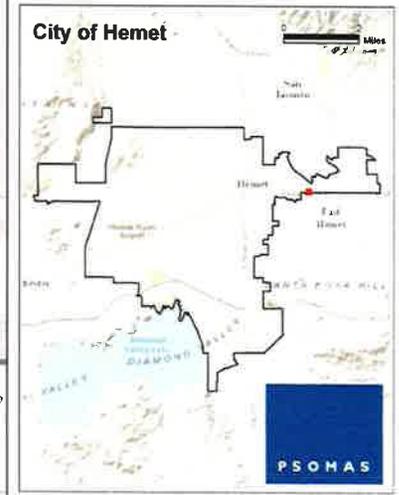
**Assessment Diagram /
Boundary Map
Landscape Maintenance
District No. 102
Oak Tree Plaza
City of Hemet
County of Riverside
State of California**

LEGEND

-  Proposed District Boundary
-  Parcel Boundary

Assessor Parcel Numbers within District Boundaries:
438-240-042

The quantities identified in this map are subject to change. For details refer to the developer plans on file in the office of the City Engineer. For parcel detail, please refer to the Assessor Parcel Map of the County of Riverside for Fiscal Year 2015-18 for an exact description of the lines and dimensions of each parcel/lot.



Unincorporated
County

74

April 2016

PART V – ASSESSMENT ROLL

Parcel identification for each lot/unit or parcel within LMD No. 102 shall be the parcel as shown on the Riverside County Secured Roll for the year in which this Report is prepared and reflective of the Assessor's Parcel Maps. LMD No. 102 includes the following APN as of the date of this Report:

438240042-9

The initial Maximum Assessment shall be \$4,650.00⁵.

**LANDSCAPE MAINTENANCE DISTRICT NO. 102 (OAK TREE)
428240042-9
PROPOSED FISCAL YEAR 2017-2018 MAXIMUM ASSESSMENTS⁶**

Parcel/ Lot No.	EBUs	Maximum Assessment
438240042-9	2.79	\$4,650.00

⁵ Total Assessment per Assessable Lot/Unit was rounded to even pennies to allow for the even division of 2 installment payments.

⁶ The initial Maximum Assessment may be adjusted by the greater of four percent (4%) or the cumulative percentage increase in the CPI-U Index as published by the BLS. The annual CPI-U adjustment will be based on the cumulative increase, if any, in the Index as it stands on March of each year over the base Index of 2017.





Staff Report

TO: Honorable Mayor and Members of the Hemet City Council

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

DATE: May 24, 2016

RE: Resolution of the City Council of the City of Hemet initiating proceedings for the Formation of Hemet Streetlight Maintenance District No. 102, Oak Tree Plaza and the levy and collection of assessments for such district for Fiscal Year 2017-2018

RECOMMENDATION:

It is recommended that the City Council approve the resolution initiating proceedings and ordering the Report of the Engineer in connection with the annual levy of assessments for the Hemet Streetlight Maintenance District No. 102, Oak Tree Plaza and the levy and collection of assessments within such district for the fiscal year 2017-2018, and designate PSOMAS as the Engineer for the purpose of these proceedings.

BACKGROUND:

PSOMAS has previously prepared the assessment engineering report in connection with the annual levy of assessments for the existing citywide streetlight maintenance districts. The assessments against the lots and parcels of land within the assessment district will pay for the operation, maintenance and servicing of streetlights and appurtenant structures. As part of an agreement with the City, the property owner of this 1.08 acre site located at the northwest corner of Florida Ave. and Cornell St. has agreed to the establishment of a Streetlight Maintenance District for the purpose of maintaining the streetlight located on Florida Avenue immediately adjacent to the site.

FISCAL IMPACT:

The consultant fee for the formation of the district in connection with the annual levy of assessments for the formation of the streetlight maintenance district is \$2,580, to be paid from developer deposits.

Respectfully submitted,

Jessica A. Hurst
Deputy City Manager/Admin Services

Attachments: Resolution Bill No. 16-033



CITY OF HEMET
Hemet, California
RESOLUTION NO. 16-033

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF HEMET, CALIFORNIA INITIATING PROCEEDINGS FOR THE FORMATION OF HEMET STREETLIGHT MAINTENANCE DISTRICT NO. 102, OAK TREE PLAZA, AND THE LEVY AND COLLECTION OF ASSESSMENTS WITHIN SUCH DISTRICT FOR FISCAL YEAR 2017-2018 PURSUANT TO THE LANDSCAPING AND LIGHTING ACT OF 1972, PART 2 OF DIVISION 15 OF THE CALIFORNIA STREETS AND HIGHWAYS CODE AND AS PROVIDED BY ARTICLE XIII D OF THE CALIFORNIA CONSTITUTION; AND ORDERING THE PREPARATION OF AN ENGINEER'S REPORT.

The City Council of the City of Hemet (hereafter referred to as the "City Council") does resolve as follows:

WHEREAS, The City Council of the City of Hemet, California has, by previous resolutions, formed Districts known and designated as the Streetlight Maintenance Districts (hereafter referred to as the "Districts") pursuant to the provisions of the *Landscaping and Lighting Act of 1972, Part 2 of Division 15 of the Streets and Highways Code of California, beginning with Section 22500* (hereafter referred to as the "Act"), that provides for levy and collection of assessments by the County of Riverside for the City of Hemet to pay the maintenance and services of street lighting and all appurtenant facilities and operations related thereto; and,

THE CITY COUNCIL OF THE CITY OF HEMET FINDS, DETERMINES, ORDERS AND RESOLVES AS FOLLOWS:

Section 1. The City Council hereby proposes to form a new streetlight maintenance district to levy and collect assessments against the lots and parcels of land within the Hemet Streetlight Maintenance District No. 102, (hereinafter referred to as the "District") to pay for the costs and expenses of the improvements described in Section 3 hereof for the fiscal year commencing July 1, 2017 and ending June 30, 2018, pursuant to the Landscaping and lighting Act of 1972, being Part 2 of Division 15 of the California Streets and Highways Code (the "Act") and as provided by Article XIII D of the California Constitution.

1 Section 2. The general location and boundaries of the proposed District
2 are shown on maps on file in the office of the City Clerk, open to public inspection, and
3 by reference are made part of this resolution. The District is designated as: "Hemet
4 Streetlight Maintenance District No. 102, Oak Tree Plaza."
5

6 Section 3. The improvements within the District include but are not
7 limited to: installation, construction or maintenance of any authorized improvements
8 under the Act, streetlight improvements and any facilities which are appurtenant to any
9 of the aforementioned or which are necessary or convenient for the maintenance or
10 servicing thereof.
11

12 Section 4. The City Council hereby designates Psomas, as the Engineer for
13 the purposes of these proceedings and orders the Engineer to prepare and file with the
14 City Clerk a written report in accordance with Article XIII D, Section 4 of the California
15 Constitution and Article 4 (commencing with Section 22565) of Chapter 1 of the Act for
16 that portion of the fiscal year 2017-2018 commencing July 1, 2017 and ending June 30,
17 2018. Such Report shall refer to the District by its distinctive designation.
18

19 Section 5. Lots or parcels within the District that are owned or used by any
20 county, city, city and county, special district or any other local or regional governmental
21 entity, the State of California or the United States shall be assessed unless the City
22 demonstrates by clear and convincing evidence that such lots or parcels receive no
23 special benefit from the proposed improvements.
24

25 Section 6. That the City Clerk shall certify to the passage and adoption of this
26 resolution; shall enter the same in the book of original resolutions of said City; and shall
27 make a minute of passage and adoption thereof in the records of the proceedings of the
28 City Council of said City, in the minutes of the meeting at which resolution is passed and
29 adopted.
30

31
32 PASSED, APPROVED, AND ADOPTED this 24th day of May, 2016.
33
34

35 _____
36 Bonnie Wright, Mayor
37

38
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40 ATTEST:

41
42 APPROVED AS TO FORM:
43

44 _____
45 Sarah McComas, City Clerk
46

44 _____
45 Eric S. Vail, City Attorney
46

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

I, Sarah McComas, City Clerk of the City of Hemet, do hereby certify that the foregoing resolution is the actual resolution adopted by the City Council of the City of Hemet and was passed at a regular meeting of the City Council on the 24th day of May, 2016 by the following vote:

AYES:
NOES:
ABSTAIN:
ABSENT:

Sarah McComas, City Clerk



Staff Report

TO: Honorable Mayor and Members of the Hemet City Council

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

DATE: May 24, 2016

RE: Resolution of the City Council of the City of Hemet declaring its intention for the levy and collection of assessments, preliminarily approving the engineer's report, and appointing a time and place for a public hearing for the formation of Streetlight Maintenance District No. 102, Oak Tree Plaza for Fiscal Year 2017-2018.

RECOMMENDATION:

It is recommended that the City Council approve the resolution of intention to order the annual levy of assessments for the formation of Streetlight Maintenance District No. 102, Oak Tree Plaza and to levy and collect assessments within the district for Fiscal Year 2017-2018, preliminarily approving the engineer's report and appointing July 12, 2016 for a public hearing.

BACKGROUND:

By its previous action the City Council approved Resolution Bill No. 16-033 initiating proceedings and ordering the engineer's report in connection with the annual levy of assessments for the formation of Streetlight Maintenance District No. 102, Oak Tree Plaza for Fiscal Year 2017-2018. The assessments against the lots and parcels of land within the assessment districts will pay for the operation, maintenance and servicing of streetlights and appurtenant structures.

ANALYSIS:

The assessment engineer's report has been prepared and is on file with the City Clerk. A public notice will be published in the Press Enterprise, Hemet News, regarding the proposed annual streetlight assessment rates for Fiscal Year 2017-2018.

FISCAL IMPACT:

The total proposed citywide streetlight maintenance district assessment for the fiscal year 2017-2018 is \$673.26.

Respectfully submitted,

Jessica A. Hurst
Deputy City Manager/Admin Services

Attachments: Resolution Bill No. 16-034



CITY OF HEMET
Hemet, California
RESOLUTION NO. 16-034

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF HEMET, CALIFORNIA DELARING ITS INTENTION TO FORM THE CITY OF HEMET STREETLIGHT MAINTENANCE DISTRICT NO. 102, OAK TREE PLAZA, TO LEVY AND COLLECT ASSESSMENTS WITHIN SUCH DISTRICT AND PRELIMINARILY APPROVING THE REPORT OF THE ENGINEER FOR FISCAL YEAR 2017-2018 PURSUANT TO THE LANDSCAPING AND LIGHTING ACT OF 1972, PART 2 OF DIVISION 15 OF THE CALIFORNIA STREETS AND HIGHWAYS CODE AND AS PROVIDED BY ARTICLE XIII D OF THE CALIFORNIA CONSTITUTION; AND APPOINTING A TIME AND PLACE FOR HEARING PROTESTS.

The City Council of the City of Hemet (hereafter referred to as the "City Council") does resolve as follows:

WHEREAS, The City Council of the City of Hemet, California has, by previous resolutions, formed Districts known and designated as the Streetlight Maintenance Districts (hereafter referred to as the "Districts") pursuant to the provisions of the *Landscaping and Lighting Act of 1972, Part 2 of Division 15 of the Streets and Highways Code of California, beginning with Section 22500* (hereafter referred to as the "Act"), that provides for levy and collection of assessments by the County of Riverside for the City of Hemet to pay the maintenance and services of street lighting and all appurtenant facilities and operations related thereto; and,

THE CITY COUNCIL OF THE CITY OF HEMET FINDS, DETERMINES, ORDERS AND RESOLVES AS FOLLOWS:

Section 1. By its previous Resolution Bill No.16-033, the City Council initiated proceedings pursuant to the Landscaping and Lighting Act of 1972, Part 2 of Division 15 of the Streets and Highways Code, commencing with Section 22500 (the "Act") and as provided by Article XIII D of the California Constitution, for the formation of the City of Hemet Streetlight Maintenance District No. 102, Oak Tree Plaza (the "District"), described on maps on file in the office of the City Clerk and incorporated herein by reference, and the levy and collection of assessments against the assessable lots and parcels of land within such District for the 2017-2018 fiscal year and ordered the Engineer, Psomas, to prepare and file a written report in accordance with Article XIII D, Section 4 of the California Constitution and Article 4 of Chapter 1 of the Act. The

1 Engineer has prepared and filed a written report (the "Report") with the City Clerk, which
2 pertains to the proposed District, and by previous resolution the City Council approved
3 the Engineer's Report.
4

5 Section 2. The City Council hereby (1) finds that the public interest and
6 convenience requires and (2) declares its intention to order the formation of the District
7 and to levy and collect assessments against the assessable lots and parcels of land
8 within such District for that portion of the fiscal year commencing July 1, 2017 and
9 ending June 30, 2018 to pay the costs and expenses of the improvements described in
10 Section 3 below. If the assessments, proposed by this resolution, are approved by the
11 property owners pursuant to a mailed ballot election conducted in accordance with
12 Article XIII D of the California Constitution, the City may increase the assessments,
13 commencing with fiscal year 2018-2019. The amount of the assessments for the
14 District can be increased each year, per Chapter 4 of Part 1 of Division 2 of Title 5 of the
15 Government Code, Section 53739(b)(1) based upon the following formula:
16

17 Future CPI adjustments in the assessment rate will be limited by the greater of four
18 percent (4%) or the cumulative percentage increase in the Consumer Price Index for all
19 Urban Consumers ("CPI-U") for the Los Angeles-Riverside-Orange County California
20 Standard Metropolitan Statistical Area ("Index") published by the Bureau of Labor
21 Statistics of the United States Department of Labor. The annual CPI-U adjustment will
22 be based on the cumulative increase, if any, in the Index as it stands on March of each
23 year over the base Index of 2017. Adjustments beyond the greater of four percent (4%)
24 or the CPI-U rate will require approval of the property owners of record as required by
25 Proposition 218 "The Right to Vote on Taxes Act".
26

27 Section 3. The improvements within the District include but are not
28 limited to: installation, construction or maintenance of any authorized improvements
29 under the Act, streetlight improvements and any facilities which are appurtenant to any
30 of the aforementioned or which are necessary or convenient for the maintenance or
31 servicing thereof.
32

33 Section 4. The general location and boundaries of the proposed District are
34 shown on maps on file in the office of the City Clerk, are incorporated herein by
35 reference, and open to public inspection. The designation of the proposed District is as
36 follows: City of Hemet Streetlight Maintenance District No. 102, Oak Tree Plaza.
37

38 Section 5. Reference is hereby made to the Engineer's Report, on file in the
39 office of the City Clerk and open to public inspection, for a full and detail description of
40 the improvements, the boundaries of the proposed District and the proposed
41 assessments upon assessable lots and parcels of land within the proposed District.
42

43 Section 6. Notice is hereby given that the 12th day of July 2016 at 7:00pm in
44 the Council Chambers of the City of Hemet, 450 E. Latham Avenue, Hemet, California
45 92543, is the time and place fixed for a public hearing by the City Council on the
46 question of the levy and collection of assessments for fiscal year 2017-2018 against lots

1 and parcels of land within the District. At the hearing, all interested persons shall be
2 afforded the opportunity to hear and be heard. Procedures of the City applicable to the
3 completion, return, and tabulation of the ballots required pursuant to Article XIII D,
4 Section 4 of the California Constitution are on file in the office of the City Clerk and open
5 to public inspection.
6

7 Section 7. The City Clerk is hereby authorized and directed to give notice of
8 the public hearing as set forth in Section 6 in accordance with law.
9

10 Section 8. Lots or parcels within the District that are owned or used by any
11 county, city, city and county, special district or any other local or regional governmental
12 agency, the State of California, or the United States shall be assessed unless the City
13 demonstrates by clear and convincing evidence that such lots or parcels receive no
14 special benefit from the proposed improvements.
15
16
17
18

19 PASSED, APPROVED, AND ADOPTED this 24th day of May, 2016.
20
21
22

23 _____
24 Bonnie Wright, Mayor
25

26
27
28 ATTEST:

29 APPROVED AS TO FORM:
30

31 _____
32 Sarah McComas, City Clerk
33

34 _____
Eric S. Vail, City Attorney

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

I, Sarah McComas, City Clerk of the City of Hemet, do hereby certify that the foregoing resolution is the actual resolution adopted by the City Council of the City of Hemet and was passed at a regular meeting of the City Council on the 24th day of May, 2016 by the following vote:

AYES:
NOES:
ABSTAIN:
ABSENT:

Sarah McComas, City Clerk

City of Hemet



ENGINEER'S REPORT FOR Streetlight Maintenance District No. 102 (Oak Tree Plaza)

Prepared by
Psomas
1500 Iowa Ave., Ste. 210
Riverside, CA 92507
(951) 787-8421

April 2016

AGENCY: CITY OF HEMET

PROJECT: FORMATION OF ASSESSOR PARCEL NUMBER 438240042-9 INTO THE CITY OF HEMET STREETLIGHT MAINTENANCE DISTRICT AS DISTRICT NO. 102

**TO: HEMET CITY COUNCIL
COUNTY OF RIVERSIDE
STATE OF CALIFORNIA**

ENGINEER'S REPORT

Pursuant to the provisions of Sections 22565 through 22574 of the Landscaping and Lighting Act of 1972, said act being Part 2 of Division 15 of the Streets and Highways Code of the State of California, compliance with the substantive and procedural requirements of Article XIII C and XIII D of the California Constitution, and direction from the City Council of the City of Hemet ("City Council"), California submitted herewith is the Engineer's Report ("Report") for the City of Hemet ("City").

This Report provides for the formation of City of Hemet Streetlight Maintenance District No. 102 ("District") for Assessor Parcel Number (APN) 438240042-9 and establishes the Maximum Assessment to be levied commencing with Fiscal Year 2017-2018 (i.e., commencing July 1, 2017 and ending June 30, 2018) and all subsequent Fiscal Years, for this area to be known and designated as:

SMD NO. 102

I do hereby assess and apportion the total amount of the costs and expenses upon parcels of land within the designated areas liable therefore and benefited thereby, in proportion to the estimated benefits that each parcel receives, respectively, from said services.

NOW, THEREFORE, I, the appointed Engineer, acting on behalf of the City of Hemet, pursuant to the Landscaping and Lighting Act of 1972, do hereby submit the following:

Pursuant to the provisions of law, the costs and expenses of the District have been assessed upon the parcels of land in the District benefited thereby in direct proportion and relation to the estimated benefits to be received by each of said parcels. For particulars as to the identification of said parcels, reference is made to the Assessment Diagram/Boundary Map, a reduced copy of which is included herein.

As required by law, an Assessment Diagram/Boundary Map is filed herewith, showing the District as well as the boundaries and dimensions of the respective parcels or lots and subdivisions of land within said District, as the same exist, as of the date of this Report, each of which subdivisions of land or parcels or lots, respectively, have been given an individual number upon said Assessment Diagram/Boundary Map and in the Assessment Roll contained herein.

The individual numbers given the subdivisions and parcels of land, as shown on said Assessment Diagram/Boundary Map as of the date of this Report, correspond to the numbers assigned to each parcel by the Riverside County Assessor. Reference is made to the Assessor Parcel Map for a description of the lots or parcels.

As of the date of this Report, there are no lots or parcels within the District owned by a federal, State, or other local governmental agency that will benefit from the services to be provided by the assessments to be collected.

DATED this 18th day of April, 2016

PSOMAS



STEVEN B. FRIESON
PROFESSIONAL CIVIL ENGINEER 42110
ENGINEER OF WORK
COUNTY OF RIVERSIDE
STATE OF CALIFORNIA

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EXECUTIVE SUMMARY

A. Introduction

Pursuant to the provisions of Sections 22565 through 22574 of the Landscaping and Lighting Act of 1972 ("1972 Act"), said act being Part 2 of Division 15 of the Streets and Highways Code of the State of California, the costs and expenses of Streetlight Maintenance District No. 102 ("SMD No. 102" or "District") have been assessed upon the parcels of land in the District benefited thereby in direct proportion and relation to the estimated benefits to be received by each of said parcels. For particulars as to the identification of said parcels, reference is made to the Assessment Diagram/Boundary Map, a reduced copy of which is included herein. On this 24th day of May, 2016 the City Council, City of Hemet, State of California, ordering the preparation of the Engineer's Report ("Report") providing for the formation of SMD No. 102 did, pursuant to the provisions of the 1972 Act, being Division 15 of the Streets and Highways Code of the State of California, adopt Resolution No. 16-033 for a special assessment district known and designated as:

Streetlight Maintenance District No. 102

The formation of SMD No. 102 includes the commercial subdivision identified by the Assessor Parcel Number (APN) valid as of the date of this Report: 438240042-9.

As required by law, an Assessment Diagram/Boundary Map is filed herewith, showing the District, as well as the boundaries and dimensions of the respective parcels and subdivisions of land within said District as they exist, each of which subdivisions of land or parcels or lots, respectively, have been assigned a lot number within a specific tract or APN and indicated on the Assessment Diagram/Boundary Map and in the Assessment Roll contained herein. Psomas submits this Report, consisting of five parts for the formation of SMD No. 102 and the establishment of the Maximum Assessment to be levied and collected commencing Fiscal Year 2017–2018 and all subsequent fiscal years.

PART I

Plans and Specifications: This section contains a description of SMD No. 102 boundaries and the proposed improvements within said District. The District shall consist of a single parcel encompassing all properties within the commercial development known as SMD No. 102. The proposed improvements described in this Report are based on the current development and improvement plans provided to Psomas by the City of Hemet as of the date of this Report are on file with the office of the City Engineer and are incorporated into this Report by reference. The improvement plans ("Plans") include: Unsigned NW Corner of Florida Ave. and Cornell Street, Public Street Light Design plan by Butsko Utility Design, Inc., File No. EA1310.001, dated October 17, 2013.

PART II

The Method of Apportionment: A narrative of the property benefits from the improvements and the method of calculating each property's proportional special benefit and annual assessment. The proposed initial Maximum Assessment and assessment range formula established for SMD No. 102 is based on current property development Plans and estimated annual costs and expenses associated with all improvements to be accepted and maintained by SMD No. 102 at build-out. The initial Maximum Assessment may be adjusted by the greater of four percent (4%) or the cumulative percentage increase in the Consumer Price Index for all Urban Consumers for ("CPI-U") for the Los Angeles-Riverside-Orange County California Standard Metropolitan Statistical Area ("Index") published by the Bureau of Labor Statistics of the United States Department of Labor. The annual CPI-U adjustment will be based on the cumulative increase, if any, in the Index as it stands on March of each year over the base Index of 2017. The initial Maximum Assessment established within SMD No. 102 shall be \$673.26 Pursuant to the Plans, which is composed of 1 assessable parcel, and 0 non-assessable parcels. The initial Maximum Assessment shall be \$673.26 per parcel, subject to the inflationary factor.

PART III

The Cost Estimate: An estimate of the cost of the streetlight improvements including incidental costs and expenses in connection therewith for Fiscal Year 2017-2018, is as set forth on the lists thereof, attached hereto.

PART IV

Assessment Diagram/Boundary Map: The Assessment Diagram/Boundary Map shows the parcels of land included within the boundaries of SMD No. 102. For details concerning the lines and dimensions of the applicable Assessor's Parcel Numbers, refer to the County Assessor's Maps as of the date of this Report.

PART V

Assessment Roll: A listing of the Assessor's Parcel Numbers and the initial Maximum Assessment per parcel or lot/unit to be applied on the tax roll for Fiscal Year 2017-2018 as provided in the Plans.

B. Assessment District

The improvements and services to be provided by SMD No. 102 generally includes street lighting. The formation of SMD No. 102 will provide the financial mechanism (annual assessments) by which the ongoing operation and maintenance of these improvements and services will be funded. SMD No. 102's structure, proposed improvements, method of apportionment and assessments described in this Report are based on the Plans provided to Psomas as of the date of this Report, including all estimated direct expenditures, incidental expenses, and reserves associated with the maintenance and servicing of the proposed improvements.

PART I – PLANS AND SPECIFICATIONS

A. Description of the Assessment District

SMD No. 102 is located within the City of Hemet, County of Riverside, State of California and is comprised of APN 438240042-9. The area for 438240042-9 is generally north of Florida Avenue, south of Vista Way, east of Columbia Street and west of Cornell Street. At full development, APN 438240042-9 is projected to remain one assessable commercial lot and 0 non-assessable lots. SMD No. 102 consists of all lots/units, parcels and subdivisions of land located in the following development areas:

- Assessor Parcel Number(s) as of the date of this Report: 438240042-9

B. Description of Improvements and Services Authorized by the Landscaping and Lighting Act of 1972

As applicable to the District, the 1972 Act (specifically, Section 22525 of the California Streets and Highways Code) defines improvements to mean one or any combination of the following:

- The installation or planting of landscaping.
- The installation or construction of statuary, fountains, and other ornamental structures and facilities.
- The installation or construction of public lighting facilities, including, but not limited to, traffic signals.
- The installation or construction of any facilities which are appurtenant to any of the foregoing or which are necessary or convenient for the maintenance or servicing thereof, including, but not limited to, grading, clearing, removal of debris, the installation or construction of curbs, gutters, walls, sidewalks, or paving, or water, irrigation, drainage, or electrical facilities.
- The installation of park or recreational improvements, including, but not limited to, all of the following:
 - Land preparation, such as grading, leveling, cutting and filling, sod,
 - Lights, playground equipment, play courts, and public restrooms.
 - The maintenance or servicing, or both, of any of the foregoing, and any of the improvement authorized by subdivision (i).
 - The acquisition of land for park, recreational, or open-space purposes.
 - The acquisition of any existing improvement otherwise authorized pursuant to this section.
 - The acquisition or construction of any community center, municipal auditorium or hall, or similar public facility for the indoor presentation of performances, shows, stage productions, fairs, conventions, exhibitions, pageants, meetings, parties, or other group events,

activities, or functions, whether those events, activities, or functions are public or private.

Section 22526 of the California Streets and Highways Code states that “incidental expenses” associated with the improvements include, but are not limited to the following:

- The cost of preparation of the report, including plans, specifications, estimates, diagram, and assessment.
- The costs of printing, advertising, and the giving of published, posted, and mailed notices.
- Compensation payable to the County for collection of assessments.
- Compensation of any engineer or attorney employed to render services in proceedings pursuant to this part.
- Any other expenses incidental to the construction, installation, or maintenance and servicing of the improvements.
- Any expenses incidental to the issuance of bonds or notes pursuant to Section 22662.5 of the California Streets and Highways Code.
- Costs associated with any elections held for the approval of a new or increased assessment.

Section 22531 of the 1972 Act defines “maintain” or “maintenance” to mean the following:

Furnishing of services and materials for the ordinary and usual maintenance, operation, and servicing of any improvement, including:

- Repair, removal, or replacement of all or any part of any improvement.
- Providing for the life, growth, health, and beauty of landscaping, including cultivation, irrigation, trimming, spraying, fertilizing, or treating [vegetation] for disease or injury.
- The removal of trimmings, rubbish, debris, and other solid waste.
- The cleaning, sandblasting, and painting of walls and other improvements to remove or cover graffiti.

C. Improvements and Services for SMD No. 102

SMD No. 102 provides for the collection of annual assessments to fund the installation and ongoing maintenance and servicing of public lighting facilities, specifically streetlights, within the public right-of-way known as Florida Avenue, as well as any appurtenant facilities including, but not limited to, the cost of personnel, electrical energy, materials, equipment, contracting services, and other items necessary for the satisfactory operation of these services in SMD No. 102.

PART II – METHOD OF APPORTIONMENT

A. Method of Apportionment

The proposed improvements, the associated costs, and assessments have been carefully reviewed, identified, and allocated based on special benefit.

Streetlights are the responsibility of SMD No. 102.

The 1972 Act permits the establishment of assessment districts by agencies for the purpose of providing certain public improvements, which include streetlight improvements, and appurtenant facilities. The 1972 Act further provides that assessments may be apportioned upon all assessable lot(s) or parcel(s) of land within an assessment district in proportion to the estimated benefits to be received by each lot or parcel from the improvements rather than assessed value.

“The net amount to be assessed upon lands within an assessment district may be apportioned by any formula or method which fairly distributes the net amount among all assessable lots or parcels in proportion to the estimated benefits to be received by each such lot or parcel from the improvements.”

The formula used for calculating assessments reflects the composition of the parcels and the improvements and services provided by the District to fairly apportion the costs based on the estimated benefit to each parcel.

In addition, Article XIII D of the California Constitution (“Article”) requires that a parcel's assessment may not exceed the reasonable cost of the proportional special benefit conferred on that parcel. The Article provides that only special benefits are assessable, and the County must separate the general benefits from the special benefits conferred on a parcel. A special benefit is a particular and distinct benefit over and above general benefits conferred on the public at large, including real property within the district. The general enhancement of property value does not constitute a special benefit.

Equivalent Benefit Units

A methodology, which takes into consideration the impact of land use and parcel size, has been developed and applied to SMD No. 102. This methodology, called Equivalent Benefit Units (EBUs) calculates the EBUs for single family residential, other residential land uses and for non-residential parcels. Every land use is converted to EBUs based on the assessment formula appropriate for the City. Apartments are converted to EBUs based on the number of dwelling units on each parcel of land; commercial and industrial parcels are converted to EBUs based on the lot size of each parcel of land. The EBU method is seen as the most appropriate and equitable for streetlight districts, as the benefit to each parcel from the improvements are apportioned as a function of land use and parcel size.

Parcel Classification

Single Family Residential (SFR): SFR means all parcels of residential property, other than Multi-Family Residential Property. The SFR parcel is the basic unit for calculation of the benefit assessments. Parcels designated as SFR land use will be assigned 1 EBU per dwelling unit including vacant subdivided residential lots.

Condominium: Condominium means all parcels of developed property with a building or buildings comprised of attached dwelling units with each unit having individual ownership and assigned an individual assessor parcel number. Condominiums will be treated the same as SFR units. Therefore, parcels designated as Condominium land use will be assigned 1 EBU per dwelling unit.

Multi-Family Residential (Apartments) and Mobile Home Parks: Multi-Family Residential (Apartments) and Mobile Home Parks means all parcels of property that consist of a building or buildings comprised of attached dwelling units available for rental by the general public, not for sale to an end user, and under common management. Multi-Family residential parcels and mobile home park land use equivalencies are determined by multiplying the number of dwelling units on each parcel by 0.8 (Multi-Family Residential) and 0.5 (Mobile Home Parks), respectively, due to the relative population density of these types of dwelling units and reduced unit size compared to the typical density and size of single family units. Studies have consistently shown that trip generation and wastewater usage are a function of population density, therefore, the average apartment unit impacts infrastructure approximately 80% as much as a single family residence, and the average mobile home unit impacts infrastructure approximately 50% as much. (Sources: Institute of Transportation Engineers Informational Report Trip Generation, Fifth Edition, 1991; Metcalf and Eddy, Wastewater Engineering Treatment, Disposal, Reuse, Third Edition, 1991).

The EBUs assigned to a Multi-Family residential or a mobile home parcel are calculated based on the number of dwelling units and the appropriate Equivalent Benefit Factor (as shown in Table 1). For example, the Equivalent Benefit Factor for multi-residential (0.8) is multiplied by the number of dwelling units on the parcel to determine the total EBUs for the multiple residential parcel. Similarly, the total EBUs for a mobile home parcel are calculated by multiplying the Equivalent Benefit Factor (0.5) by the number of mobile home units on the parcel.

Commercial/Industrial: Commercial/Industrial means non-residential parcels that are neither Exempt, Public Property, Property Owners Association Property nor Vacant-Rural and are used in retail, professional, medical, restaurant, government, institutional, financial, lodging and other commercial & industrial related uses. In converting improved Commercial/Industrial properties to EBUs, the factor used is the City of Hemet average single family residential density of 2.58 dwelling units per acre (as derived from the City of Hemet 2030 General Plan, Table 2.3 - Development Capacity). Therefore, the Commercial/Industrial parcels, including institutional uses, will be assigned 2.58 EBUs per acre or any portion thereof, including vacant Commercial/ Industrial and Multi-Family parcels.

Vacant-Rural: Vacant means parcels with no immediate development potential. These parcels will be assigned EBUs at the rate of 25% of the developed Commercial/Industrial properties, or 0.65 EBUs (25% times 2.58 EBUs) per acre, up to a maximum of 5 acres per parcel. Parks will be assessed as vacant-rural property. Vacant parcels with approved subdivision maps filed on them will be assessed for the future designated use.

Property Owners Association Property (POAP): Property Owner's Association Property means all parcels which have been conveyed, dedicated to, or irrevocably offered for dedication to a property owner association, including any master or sub-association. The ultimate benefactors of these parcels are the property owners themselves. Therefore, the costs of providing streetlight improvements and services to these parcels will be spread to the taxable parcels in the District and exempt the POAP parcels from assessment. These parcels are defined as having a zero EBU Factor and therefore zero EBUs.

Public Property: Public property means all parcels which are (i) used for rights-of-way or any other purpose and is owned by, dedicated to, or irrevocably offered for dedication to the federal government, the State, the County, City or any other public agency, provided however, that any property leased by a public agency to a private entity and subject to taxation under Section 53340.1 of the Act shall be taxed and classified according to its use; or (ii) encumbered by an unmanned utility easement making impractical its utilization for other than the purpose set forth in the easement. Public property not leased to a private agency and utility easements as described in (iii) are defined as having a zero EBU factor and therefore zero EBUs. Schools will be assessed as Commercial/Industrial uses for those portions of the parcels with building improvements on them, and the playground and athletic fields will not be assessed as they are the same as vacant property with no development potential. Parks will be assessed as vacant rural property.

Exempt: Exempt means any parcel dedicated as public streets, public avenues, public lanes, public roads, public drives, public courts, public alleys, public easements and rights-of-ways, public greenbelts, parkways and that portion of public property that is not developed nor used for business purposes similar to private commercial, industrial and institutional activities. Also defined as Exempt parcels are utility rights-of-way, common areas (such as in condominium complexes), landlocked parcels and small parcels vacated by the City as these parcels have little or no development potential and therefore do not benefit from the improvements. These parcels are defined as having a zero EBU factor and therefore zero EBUs.

Determination of Rate

A summary of the Equivalent Benefit Unit rates is shown in the table below:

TABLE 1

<u>Land Use Category</u>	<u>Basic Unit</u>		<u>Equivalent Benefit Factor</u>	=	<u>EBU Rates</u>
• Single Family Residential	1 D.U.	X	1.0	=	1 EBU/DU
• Condominium	1 D.U.	X	1.0	=	1 EBU/DU
• Multi-Family Residential	1 D.U.	X	.8	=	0.8 EBU/DU
• Mobile Home Park	1 Space	X	.5	=	0.5 EBU/Space
• Commercial/Industrial					
Based on the average size for SFR density of 2.58 DU/Acre	1 Acre	X	2.58	=	2.58 EBU/Acre
• Schools	1 Acre	X	2.58	=	2.58 EBU/Acre Area of Building Improvements
• Vacant Rural / Parks	1 Acre	X	.65	=	0.65 EBU/Acre 5 Acre Max
• POAP, Public & Exempt	1 D.U.	X	0.0	=	0.0 EBU/DU

B. Annual Assessment

The Method of Apportionment of the Assessment is based upon the relative special benefit derived from the improvements and conferred upon the assessable real property within SMD No. 102 over and above general benefit conferred upon the assessable real property within SMD No. 102 or to the public at large. The Assessment for each assessable parcel within SMD No.102 is calculated as follows:

Once the EBU Rate for each land use category is determined, the EBU rate is multiplied times the number of Basic Units for each parcel to determine the number of EBUs for that parcel. Once the total number of EBUs and costs associated for all parcels within the District are determined, the total costs are divided by the total EBUs to determine an assessment rate for each EBU in the District.

$$\text{Total District Costs} \div \text{Total Number of EBUs in District} = \text{District Assessment Rate Per EBU.}$$

Each parcel currently within the District will be placed into one of the designated classifications by land use. The individual assessments will then be determined by multiplying the District assessment rate per EBU by the parcel's total EBU's.

$$\text{District Assessment Rate per EBU} \times \text{Parcel's Total EBUs} = \text{Parcel's Annual Assessment.}$$

Currently, there is one 1.08 acre parcel located in SMD No. 102 with a total of 2.79 EBUs. Applying the EBU formula results in a total EBU count of 2.79 for SMD No. 102. Since SMD No. 102 is composed of a single parcel, all EBUs and costs will be assigned to this single parcel.

The maximum assessment rate is subject to a cost of living increase as explained in the Maximum Assessment Methodology section.

General Benefit

The total benefit from the works of improvement is a combination of the special benefits to the parcels within the District and the general benefits to the public at large and to adjacent property owners. A portion of the total maintenance costs for the streetlighting, if any, associated with general benefits will not be assessed to the parcels in the District, but will be paid from other City of Hemet funds. Because the streetlight improvements are located immediately adjacent to properties within the District and are maintained solely for the benefit of the properties within the District, any benefit received by properties outside of the District is nominal. Therefore, the general benefit portion of the benefit received from the improvements for the District is zero.

Special Benefit

The streetlight improvements within SMD No. 102 provide direct and special benefit to the lots or parcels within the District. Therefore, the maintenance of these improvements also provides direct and special benefit by maintaining the functionality of the improvements and allowing the improvements to operate in a proper manner.

Each and every lot or parcel within the SMD No. 102 receives a particular and distinct benefit from the improvements over and above general benefits conferred by the improvements. First, the improvements were conditions of approval for the creation or development of the parcels. In order to create or develop the parcels, the City required the original developer to install streetlight improvements and to guarantee the maintenance of the streetlight improvements and appurtenant facilities serving the lots or parcels. Therefore, each and every lot or parcel within the proposed SMD No. 102 could not have been developed in the absence of the installation and expected maintenance of these facilities. In addition, the improvements continue to confer a particular and distinct special benefit upon parcels within the SMD No. 102 because of the nature of the improvements.

The proper maintenance of streetlights, and appurtenant facilities specially benefit parcels within SMD No. 102 by increasing public safety for both pedestrians and the motoring public, and increasing traffic safety by improving visibility. Streetlights also provide safety for pedestrians and motorists living and owning property in the SMD No. 102 during the nighttime hours, and to assign rights-of-way for the safety of pedestrians and motorists by defining a specific path during all hours of the day.

Streets are constructed for the safe and convenient travel of vehicles and pedestrians. They also provide an area for underground and overhead utilities. These elements are a distinct and special benefit to all developed parcels in the SMD No. 102. Streetlights are installed on and are for street purposes and are maintained and serviced to allow the street to perform to the standards it was designed.

Streetlights are determined to be an integral part of "streets" as a "permanent public improvement." One of the principal purposes of fixed roadway lighting is to create a nighttime environment conducive to quick, accurate, and comfortable seeing for the users as well as a sense of safe motoring and pedestrian experience of traffic egress from and ingress into the facility. These factors, if attained, combine to improve traffic safety and achieve efficient traffic movement. Fixed lighting can enable the motorist to see detail more distinctly and to react safely toward roadway and traffic conditions present on or near the roadway facility.

The system of streets within SMD No. 102 is established to provide access to each parcel in SMD No. 102. Streetlights provide a safer street environment for owners of the parcels served. If the parcels were not subdivided to provide individual parcels to owners within SMD No. 102, there would be no need for a system of streets with streetlights. Therefore, the installation of streetlights is for the express, special benefit of the parcels within SMD No. 102.

Based on the benefits described above, streetlight improvements are an integral part of the quality of life of the District. This quality of life is a special benefit to those parcels with a commercial land use within the SMD 102 and do not include government owned easements, easements, and flood channel parcels. Government-owned easement, utility easement and flood channel parcels do not benefit from the improvements due to their use and lack of habitation on such parcels. Parcels of this nature are usually vacant narrow strips of land or flood control channels and therefore do not generate or experience pedestrian or vehicular traffic. Nor do these types of parcels support dwelling units or other structures that would promote frequent use of the parcels by the traveling public. As a result of this lack of activity on such parcels they do not receive any benefit from streetlight improvements and are not assessed.

Special Benefits of SMD No. 102 Authorized Improvements and Services

The special benefits of street lighting are the provision of energy, convenience, safety, security of property, improvements and goods. This includes the following:

- Enhanced deterrence of crime such as vandalism and other criminal activities which would reduce damage to improvements or property.
- Improved visibility to assist police in the protection of property.
- Increased nighttime safety on roads and streets by reducing nighttime accidents and personal property loss.
- Improved traffic circulation.
- Improved ability to see for pedestrians and motorists.
- Improved visibility for egress from and ingress to the property.

Summary

In summary, no property is assessed in excess of the reasonable cost of the proportional special benefit conferred on that property. Additionally, because of differences in land use and parcel size, it is determined that each of the commercial parcels within the District benefit from the improvements unequally. Therefore, the proportionate share of the costs and expenses for the provision of street lighting, as well as costs and expenses for the maintenance of the streetlights are apportioned on an EDU basis. For a single parcel District, all EBU's will be apportioned to the single benefiting parcel.

C. Maximum Assessment Methodology

The purpose of establishing a Maximum Assessment formula is to provide for reasonable increases and inflationary adjustments to annual assessments without requiring costly noticing and mailing procedures, which would add to the District costs and assessments.

The Maximum Assessment formula shall be applied to all assessable parcels of land within the District. For SMD No. 102, the initial Maximum Assessments for Fiscal Year 2017-2018 are as follows:

- The initial Maximum Assessment established within SMD No. 102 shall be \$673.26
- Pursuant to the Plans, each parcel's initial Maximum Assessment shall be \$673.26

The initial Maximum Assessment is subject to an annual inflator starting in Fiscal Year 2018-2019. The initial Maximum Assessment may be adjusted by the greater of four percent (4%) or the cumulative percentage increase in the Consumer Price Index for all Urban Consumers ("CPI-U") for the Los Angeles-Riverside-Orange County California Standard Metropolitan Statistical Area ("Index") published by the

Bureau of Labor Statistics of the United States Department of Labor. The annual CPI-U adjustment will be based on the cumulative increase, if any, in the Index as it stands on March of each year over the base Index of 2017.

The Maximum Assessment is adjusted annually and is calculated independent of the SMD No. 102's annual budget and proposed annual assessment. The proposed annual assessment (rate per assessable parcel) applied in any fiscal year is not considered to be an increased assessment if less than or equal to the Maximum Assessment amount. In no case shall the annual assessment exceed the Maximum Assessment.

Although the Maximum Assessment will increase each year, the actual SMD No. 102 assessments may remain virtually unchanged. The Maximum Assessment adjustment is designed to establish a reasonable limit on SMD No. 102 assessments. The Maximum Assessment calculated each year does not require or facilitate an increase to the annual assessment and neither does it restrict assessments to the adjusted maximum amount. If the budget and assessments for the fiscal year require an increase and the increase is more than the adjusted Maximum Assessment, it is considered an increased assessment.

To impose an increased assessment, the City of Hemet must comply with the provisions of the California Constitution Articles XIII C and XIII D, which require a public hearing and certain protest procedures including mailed notice of the public hearing and property owner protest balloting. Through the balloting process, property owners must approve the proposed assessment increase. If the proposed assessment is approved, then a new Maximum Assessment is established for SMD No. 102. If the proposed assessment is not approved, the City may not levy an assessment greater than the adjusted Maximum Assessment previously established for SMD No. 102.

PART III – COST ESTIMATE

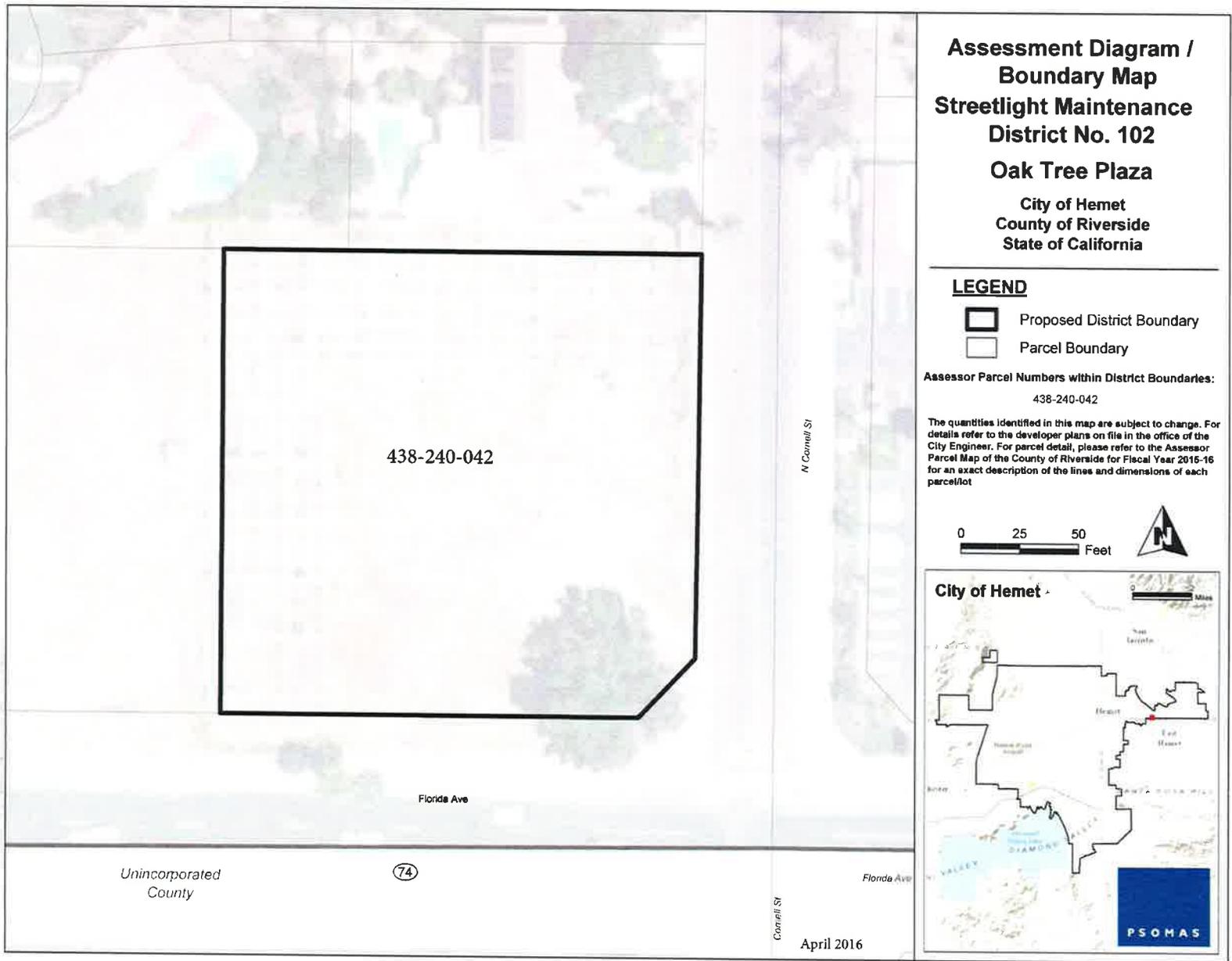
STREETLIGHT MAINTENANCE DISTRICT NO. 102 CITY OF HEMET ANNUAL BUDGET FISCAL YEAR 2017-18			
MAINTENANCE OF IMPROVEMENTS			
FUNCTION	PROJECTED ANNUAL COST	NO. OF EBUs ¹	COST PER EBU
Standard Street Light 31 ft pole 135 watt LED ²	\$ 259.93 /	2.79	\$ 93.16
One Electric Meter	\$ 264.00 /	2.79	\$ 94.62
	\$ - /		
	\$ - /		
	\$ - /		
	\$ - /		
TOTAL MAINTENANCE COSTS	\$ 523.93		COST PER EBU \$ 187.78
INCIDENTAL COSTS			
FUNCTION	PROJECTED ANNUAL COST	NO. OF EBUs	COST PER EBU
Administrative Costs	\$ 44.53 /	2.79	\$ 15.96
Contingency	\$ 52.39 /	2.79	\$ 18.78
Operating Reserves	\$ 52.39 /	2.79	\$ 18.78
TOTAL INCIDENTAL COSTS	\$ 149.32		COST PER EBU \$ 53.52
TOTAL PROJECTED COSTS	\$ 673.26		COST PER EBU \$ 241.30
		MAXIMUM ANNUAL ASSESSMENT FY 17-18	\$ 673.26
		MAXIMUM PER EBU ASSESSMENT FY 17-18	\$ 241.30
		ANNUAL ASSESSMENT FY 17-18	\$ 673.26
		PER EBU ASSESSMENT FY 17-18	\$ 241.30
¹ District is composed of a single parcel			
² 1 street light			

PART IV – ASSESSMENT DIAGRAM / BOUNDARY MAP

FISCAL YEAR 2017-2018 SMD NO. 102

The Assessment Diagram/Boundary Map for SMD No. 102 by this reference is incorporated and made a part of this Report. Only the parcels identified within the SMD No. 102 Assessment Diagram/Boundary Map are within said boundary.

If any parcel submitted for collection is identified by the County Auditor-Controller to be an invalid parcel number for the current fiscal year, a corrected parcel number and/or new parcel number (or numbers) will be identified and resubmitted to the County-Auditor Controller. The assessment amount to be levied and collected for the resubmitted parcel and/or new parcel number (or numbers) shall be based on the method of apportionment and the assessment rate approved in this Report. Therefore, if a single parcel has changed to multiple parcels, the assessment amount applied to each of the new parcels shall be recalculated and applied according to the approved method of apportionment and the assessment rate rather than a proportionate share of the original assessment.



PART V – ASSESSMENT ROLL

Parcel identification for each lot/unit or parcel within SMD No. 102 shall be the parcel as shown on the Riverside County Secured Roll for the year in which this Report is prepared and reflective of the Assessor's Parcel Maps. SMD No. 102 includes the following APN as of the date of this Report:

438240042-9

The initial Maximum Assessment shall be \$673.26³.

**STREETLIGHT MAINTENANCE DISTRICT NO. 102 (OAK TREE)
428240042-9
PROPOSED FISCAL YEAR 2017-2018 MAXIMUM ASSESSMENTS⁴**

Parcel/ Lot No.	EBUs	Maximum Assessment
438240042-9	2.79	\$673.26

³ Total Assessment per Assessable Lot/Unit was rounded to even pennies to allow for the even division of 2 installment payments.

⁴ The initial Maximum Assessment may be adjusted by the greater of four percent or the cumulative percentage increase in the CPI-U Index as published by the BLS. The annual CPI-U adjustment will be based on the cumulative increase, if any, in the Index as it stands on March of each year over the base Index of 2017.





Staff Report

TO: Honorable Mayor and Members of the Hemet City Council

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

DATE: May 24, 2016

RE: Declaration of City vehicles, e-waste and equipment as surplus

RECOMMENDED ACTION:

It is respectfully recommended that City Council declare the attached list of City vehicles and non-functioning equipment as surplus to be sold at auction.

BACKGROUND:

Sec. 2-328 (10) of the Hemet Municipal Code establishes that the City Manager, through delegation to the Purchasing Agent, shall recommend to the City Council that unused and surplus equipment be declared surplus, and prescribe a method for its disposition and sale. The purchasing agent shall from time to time dispose of surplus items with an estimated value of less than \$50.00 by informal sale.

PROJECT DESCRIPTION:

The attached list of vehicles and equipment have been removed from service and are no longer a part of the City's daily operations. The City has had positive experiences with U.S. Auctions for previous sales of surplus items and has been able to secure a 2% buyers fee which will be returned to the City. U.S. Auctions is responsible for transporting the surplus items for sale to the auction site in Pomona where bi-monthly auctions are conducted.

Staff is also recommending the use of PublicSurplus and OldCarOnline.com, on-line auction systems, for the sale of surplus items. PublicSurplus and OldCarOnline.com will assist with ad placement and take video and photos of the equipment. Internet auctions increase public participation because the interested buyer does not need to physically be at the auction site. With this method, the items remain with the City until they are purchased and the buyer is responsible for transporting their purchase.

The attached list of office equipment and miscellaneous computer equipment (e-waste) has also been removed from service and are no longer part of the City's daily operations. The City has had positive experiences with West Coast Recycler, Inc. and will be provided a Certificate of Assured Destruction for all of the City's e-waste items requiring destruction. West Coast Recycler, Inc. is also licensed by the United States Environmental Protection Agency and carries various certifications ensuring the e-waste is destroyed and disposed of legally.

Depending upon the nature of the item and recommendations from both services, staff will determine which method to use for each surplus item. Staff does not recommend donation of the attached vehicles or equipment, so that any monetary value from surplus equipment may be deposited into the appropriate City fund.

FISCAL IMPACT

There is minimal fiscal impact from this action. Items listed have exceeded their useful life and have been fully depreciated. Any proceeds from the sale of surplus items will be returned to the appropriate City fund.

Respectfully submitted,



Crystal Robinson
Procurement Administrator

Fiscal Review:



Jessica A. Hurst
Deputy City Manager/Administrative Services

Attachment(s): Exhibit "A"

Exhibit A
SURPLUS VEHICLES

Unit #	Description	Last 4 of Vin #	Comments	Mileage
1212	1993 Ford Ranger	4133	Aged & Worn	78974
1904	2003 Ford Crown Victoria - CNG	6615	Removed from service	23453
3302	1994 Ford Crown Victoria	8521	Inoperable	N/A
3364	1996 Chevy C-15	5208	Miles/Years	104731
3501	1952 Utility Dolly	D1C1	Aged & Unsafe	N/A
3502	1953 Likens Water Tanker	4101	Aged & Unsafe	N/A
3134	2002 Ford Crown Victoria	2131	Damaged	92783
3135	2003 Ford Interceptor	8255	Engine Failure	106240
3157	2003 Ford Interceptor	8254	Aged/Wear	100237
3114	2001 Crown Victoria	0808	Miles/Years	134044
3177	2003 Ford Taurus	0709	Wear	95352
	1996 Ford F-Series	0156	Trans/emissions	N/A
4201	1992 Dosco Root Pruner	2120	Obsolete	N/A
4205	1994 Ford F-350 Flatbed	9391	Miles/years	154303
4256	1998 Lee Boy Roller	T750	Aged/Emissions	N/A
4401	2000 Freightliner Broom Bear	5204	Rusted/Worn-out	154573
8226	1994 Ford F-150	1794	Miles/Years	134741
3146	1970 Challenger	6750	PD – Program cancelled	N/A
3170	1993 Ford 700 Armored Truck	4818	Non-Usage	N/A
3175	2003 Ford Taurus	4126	Non - Usage	N/A
3247	1996 Ferrara – Type 1 pumper	8152	Aged/Replaced	N/A

Exhibit A
SURPLUS MISC. EQUIPMENT

Description	Department																											
21 - KMP Wildland Progressive hose packs – Not being used	Fire																											
49 - sets of Gear 911 specialties Wildland Packs- Not being used	Fire																											
1 - Task Force Tips: PRO/Pak Portable Foam System – Not being used	Fire																											
36 - David Clark headsets – unreparable (parts only)	Fire																											
6 - Ladder Belts with storage bag – old / out dated	Fire																											
1 - E-Z Liner- Line thrower. – Broken/ unserviceable.	Fire																											
Fire Hose																												
<table style="width: 100%; border-collapse: collapse;"> <thead> <tr> <th style="text-align: left;">Size</th> <th style="text-align: left;">Quantity</th> <th style="text-align: left;">Length</th> </tr> </thead> <tbody> <tr> <td>1 ½ "</td> <td>14</td> <td>50' = 700'</td> </tr> <tr> <td>1 ½ "</td> <td>9</td> <td>100' Wildland. = 900'</td> </tr> <tr> <td>1 ¾ "</td> <td>11</td> <td>50' High Combat = 550'</td> </tr> <tr> <td>4"</td> <td>33</td> <td>50' LDH. = 1650'</td> </tr> <tr> <td>2 ½ "</td> <td>26</td> <td>50' Structural= 1300'</td> </tr> <tr> <td>2 ½ "</td> <td>3</td> <td>20' Short length. = 60'</td> </tr> <tr> <td>4"</td> <td>2</td> <td>20' LDH/ Short length= 40'</td> </tr> <tr> <td>5"</td> <td>4</td> <td>50' LDH. = 200'</td> </tr> </tbody> </table>	Size	Quantity	Length	1 ½ "	14	50' = 700'	1 ½ "	9	100' Wildland. = 900'	1 ¾ "	11	50' High Combat = 550'	4"	33	50' LDH. = 1650'	2 ½ "	26	50' Structural= 1300'	2 ½ "	3	20' Short length. = 60'	4"	2	20' LDH/ Short length= 40'	5"	4	50' LDH. = 200'	
Size	Quantity	Length																										
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2 ½ "	26	50' Structural= 1300'																										
2 ½ "	3	20' Short length. = 60'																										
4"	2	20' LDH/ Short length= 40'																										
5"	4	50' LDH. = 200'																										
Old and out dated	Fire																											
1 – 150HP Well Motor	Water																											
1 – 125HP Well Motor	Water																											
1 – 7HP Blend Pump	Water																											
1 – 2" Trash Pump	Water																											
1 – 1 ½" Trash Pump	Water																											
1 – 1" Trash Pump	Water																											
1 Pallet assorted Flo-Loc Seismic Electronics	Water																											
1 – 2HP 4gal Air Compressor	Water																											
2 – Gas Powered Whackers	Water																											
1 – Tri-pod Man Lift	Water																											
7 – 2'x5' Fiberglass Sheds	Water																											
1 – 400 AMP Electrical Panel	Water																											
1 – Portable Valve Turning Machine	Water																											
1 – 320gal Portable Diesel Tank	Water																											

Exhibit A SURPLUS IT E-WASTE & EQUIPMENT

Description	Location
Ricoh Copier – Stopped working	Finance Storage
26 Laptops	Admin Storage
50 Computers	Admin Storage
6 Printers – Admin Storage of outdated equipment	Admin Storage
2 Medium Boxes of Keyboards & Mice	Admin Storage
10 Big Printers	Building Storage
Plotter – Stopped Working	Building Storage
10 Big Printers	IT Storage
150 Computers	IT Storage
120 Monitors	IT Storage
60 Printers	IT Storage
6 Servers	IT Storage
4 Large Boxes of Keyboards & monitors	IT Storage
23 Servers	Server Room
2 Storage Area Networks	Server Room
3 HP Inkjet printers	Library
2 3M self-checkout machines	Library
1 Xerox copy machine	Library
3 XP CPU's	Library
1 Coin Acceptor	Library
4 Monitors	Library
XP Laptops	Library



Staff Report

TO: Honorable Mayor and Members of the Hemet City Council

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

DATE: May 24, 2016

RE: Approval of Third Amendment to the Professional Services Agreement between the City of Hemet and CSG Consultants, Inc. for Contract Building Plan Check Services

RECOMMENDED ACTION:

It is respectfully recommended that the City Council:

1. *Approve the Third Amendment to the Professional Services Agreement between the City of Hemet and CSG Consultants, Inc., maintaining the original contract pricing and increasing the compensation by an additional \$5,000 for a total not to exceed contract amount of \$53,000; and*
2. *Authorize the City Manager to execute the Third Amendment to the Professional Services Agreement with CSG, Inc. with funding allocated under the existing FY 15-16 Building Division budget and associated developer deposits.*

BACKGROUND:

On December 31, 2012, the City entered into an agreement with CSG Consultants, Inc. (CSG) for contract building plan check, inspection, and permit services to augment the Building Division, particularly for structural plan check services. The original contract specified a maximum amount of \$20,000 unless additional services and compensation were subsequently authorized by the City Council. On August 5, 2015 the First Amendment to the contract was approved which extended the contract period to December 31, 2015 and allowed for an additional \$28,000 in compensation to the original contract. Due to the need to continue with supplemental contact plan check services, on November 30, 2015 the Second Amendment to the contract was approved which extended the contract period to June 30, 2016.

The proposed Third Amendment would allow the Building Division to continue to contract with CSG for plan check services for larger projects through the end of the fiscal year and adds additional compensation in the amount of \$5,000. The overall contract amount will not exceed a total of \$53,000 for the period of December 2012 to June 2016. Funding for the additional contract amount is available from savings within the Building Division's budget and applicable developer deposits. The cost of the plan check is recovered through the building plan check fees paid by contractors and developers for their specific projects.

CSG, Inc. has consistently provided exceptional and timely service to the Building Division, and continues to meet all elements of the contract. The Consultant has provided the City with a high degree of plan check expertise, professionalism, and responsiveness to the City's project applicants, at a very reasonable cost.

FISCAL IMPACT:

Funds are available in the Building Division budget (120-3300) for Fiscal Year 15-16. Therefore, there is no impact or additional allocation from the City's general fund required as a result of this request. The Department's use of contract consultants on a limited basis for specialized services enables us to achieve quality results at the lowest possible cost to the City and the public.

Respectfully submitted,



Deanna Elliano
Community Development Director

Fiscal Review:



Jessica Hurst
Deputy City Manager/Admin Services Director

Attachment:

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

**THIRD AMENDMENT TO
PROFESSIONAL SERVICES AGREEMENT**

by and between

the

CITY OF HEMET

and

**CSG CONSULTANTS, INC.
For Building Division Plan Check Services**

Dated May 24, 2016

THIRD AMENDMENT TO PROFESSIONAL SERVICES AGREEMENT

This Third Amendment to Professional Services Agreement ("Third Amendment"), which is dated for reference as indicated on the cover page, is hereby entered into by and between the CITY OF HEMET, a California general law city ("City"), and CSG CONSULTANTS, INC., a California corporation ("Professional"), as follows:

RECITALS

- A. City and Professional entered in an agreement for on-call plan review, field inspection and permit technician services on December 31, 2012 ("Agreement") for a contract not to exceed amount of \$20,000. The Agreement provides that the Professional will provide plan review, field inspection and permit technician services as needed on an on-call basis during peak workloads or from an unforeseen absence of City personnel. Section 1 [Term of Agreement] did not state a definite end date for the Agreement.
- B. On August 5, 2015 the City and Professional entered into a First Amendment to the Agreement to amend Section 1 to provide the expiration date for the Agreement of December 31, 2015 and Section 4 to increase the total compensation by \$28,000, to a total compensation of \$48,000 unless additional compensation is approved in writing.
- C. On November 30, 2015 the City and Professional entered into a Second Amendment to the Agreement to amend Section 1 to provide the expiration date for the Agreement of June 30, 2016.
- D. This Third Amendment amends Section 4 and Exhibit B of the Agreement to increase the total compensation by \$5,000 to a total not to exceed contract amount of \$53,000.

OPERATIVE PROVISIONS

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

1. **AMENDMENT.** The Agreement is hereby modified and amended as follows:

- 1.1 **Section 4.** Section 4 (a) of the Agreement is hereby amended as follows:

Subject to any limitations set forth in this Agreement, City agrees to pay Professional the amounts specified in Exhibit "B" "Compensation" and made a part of this Agreement. The total compensation, including reimbursement for actual expenses, shall not exceed \$53,000, for the term of this Agreement, unless additional compensation is approved in writing by the City Council.

- 1.2 **Exhibit B.** Section III of Exhibit B of the Agreement is hereby amended as follows:

The total compensation for the Services shall not exceed \$53,000 for the term of the Agreement.

2. **GENERAL PROVISIONS.**

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

- 2.2 **Integration.** This Third Amendment consists of pages 1 through 3 inclusive, which constitute the entire understanding and agreement of the parties and supersedes all negotiations or previous

agreements between the parties with respect to all or any part of the transaction discussed in this Third Amendment.

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

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

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

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

CITY:

THE CITY OF HEMET

By: _____
Alexander Meyerhoff, City Manager

ATTEST:

Sarah McComas, City Clerk

APPROVED AS TO FORM

Eric S. Vail, City Attorney

PROFESSIONAL:

CSG CONSULTANTS, INC.

By: _____

Name: _____

Title: _____

By: _____

Name: _____

Title: _____

NOTE: CONTRACTOR'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 CONTRACTOR'S BUSINESS ENTITY

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

ALL-PURPOSE ACKNOWLEDGMENT NOTARY FOR CALIFORNIA

STATE OF CALIFORNIA)
COUNTY OF RIVERSIDE)

On _____, 20____
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 _____, 20____,
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: _____

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

Title or Type of Document

Number Of Pages

Date Of Document

Signer(s) Other Than Named Above



Staff Report

TO: Honorable Mayor and Members of the Hemet City Council

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

DATE: May 24, 2016

RE: Approval of First Amendment to the Agreement for Services between the City of Hemet and Disability Access Consultants, LLC, for preparation of the ADA Self-Evaluation & Transition Plan

RECOMMENDED ACTION:

It is respectfully recommended that the City Council:

1. *Approve the First Amendment to the Agreement for Services between the City of Hemet and Disability Access Consultants, LLC, amending the Scope of Services to add Phase 2 of the work effort and increasing the compensation by an additional \$15,000 for a total not-to-exceed contract amount of \$84,850; and,*
2. *Authorize the City Manager to execute the First Amendment to the Agreement for Services with Disability Access Consultants LLC, with funding allocated for the Plan under the existing FY 15-16 Building Division budget.*

BACKGROUND:

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

The City Council allocated \$85,000 in the FY15-16 Capital Improvement Plan (CIP) for the preparation of the ADA Self-Evaluation and Transition Plan ("Plan"). On December 8, 2015 the City entered into an Agreement for Services with Disability Access Consultants, LLC to conduct the detailed ADA accessibility surveys of City facilities and prepare the Plan. The Agreement authorized funding in the amount of \$69,850 for Phase 1 of the work effort, which included the surveys of City owned buildings, facilities, and parks, staff training, public outreach assistance, and preparation of the Draft Plan. The Phase 1 work task is approximately 90% complete and on budget. Staff is requesting an Amendment to the Agreement for Services in order to commence Phase 2 of the Plan, which involves the survey of

City-owned rights of way, including streets, sidewalks, and signalized intersections. The proposed additional compensation in the amount of \$15,000 for Phase 2 brings the overall contract amount to a total of \$84,850, which is within the allocation of \$85,000 for the Plan as specified within the Building Division's adopted budget for FY 15-16.

FISCAL IMPACT:

Funds are available in the Building Division budget (120-3300) for Fiscal Year 15-16 to complete Phase 2 of the project as specified in the First Amendment to the Agreement. Therefore, there is no impact or additional allocation from the City's general fund required as a result of this request.

Respectfully submitted,



Deanna Elliano
Community Development Director

Fiscal Review:



Jessica Hurst
Deputy City Manager/Admin Services Director

Attachment:

- 1) Proposed First Amendment to the Agreement for Services with Disability Access Consultants, LLC

**FIRST AMENDMENT TO
AGREEMENT FOR SERVICES
For ADA Self -Evaluation & Transition Plan**

by and between

the

CITY OF HEMET

and

DISABILITY ACCESS CONSULTANTS, LLC

Dated May 24, 2016

FIRST AMENDMENT TO AGREEMENT FOR SERVICES

This First Amendment to the Agreement for Services (“First Amendment”), which is dated for reference as indicated on the cover page, is hereby entered into by and between the CITY OF HEMET, a California general law city (“City”), and Disability Access Consultants, LLC, a Limited Liability Company (“Service Provider”), as follows:

RECITALS

- A. City and Service Provider entered in an agreement for services on December 8, 2015 (“Agreement”). The Agreement provides that Contractor will prepare an updated American Disabilities Act (ADA) Self-Evaluation and Transition Plan (Plan) for all City-owned facilities and public rights of way. The Plan shall be prepared in accordance with the standards and requirements of Cal-Trans and the Federal Department of Housing and Urban Development (HUD) regarding ADA facilities and Plans.
- B. Section 1 of the Agreement provides that the Term of the Agreement will be for one year, ending on December 8, 2016.
- C. Section 2 and Exhibit A of the Agreement provides that the Scope of Services include field surveys and documentation of all City- owned buildings, parks, and facilities in a computerized database (DACtrak), prepare a Draft and Final Transition Plan, review the city’s policies and procedures related to ADA compliance, conduct training for city staff, and assist the city in public outreach efforts. This scope of services is considered to be Phase 1 of the Plan.
- D. Section 4 and Exhibit B of the Agreement provides that compensation for the tasks identified in the Scope of Services not exceed a maximum of \$69,850.
- E. This First Amendment seeks to continue the work effort with Service Provider to commence Phase 2 tasks which includes a survey of the City’s existing public rights of way (selected streets, signals and sidewalks) for ADA compliance. Therefore, the First Amendment amends Section 1 to extend the Term of the Agreement to June 30, 2017; amends Section 2 and Exhibit A to expand the Scope of Services provided, and amends Section 4 and Exhibit B to increase the overall compensation under the Agreement by \$15,000 for the additional services, resulting in a total contract amount of \$84,850.
- F. The Service Provider has been performing satisfactory services for the City and is in the process of finalizing several of the contracted tasks. For reasons of efficiency, effectuality, and economy, it is in the City’s best interest to retain the services of the Service Provider for Phase 2; and,
- G. Funding for the additional services is available within the Building Division’s adopted budget for FY 15-16 to compensate for the work performed, and is consistent with the original budget allocation of \$85,000 to prepare the Plan. Therefore the contract amendment will not require any additional allocation from the City’s General Fund to perform the services.

H. The Parties have negotiated pricing and the Service Provider has agreed to hold to the initial hourly rates.

OPERATIVE PROVISIONS

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

1. **AMENDMENT.** The Agreement is hereby modified and amended as follows:

1.1 **Section 1 - Term of Agreement.** Section 1 of the Agreement is hereby amended to read as follows:

“Subject to the provisions of Section 20 “Termination of Agreement” of this Agreement, the Term of this Agreement commences on the date first ascribed above and shall conclude on June 30, 2017.”

1.2 **Exhibit A – Scope of Services.** Exhibit A of the Agreement is hereby amended to add a new paragraph H to Section I and to amend Section III as set forth in Exhibit A to this First Amendment.

1.3 **Section 4 - Compensation.** Section 4(a) of the Agreement is hereby amended to read as follows:

“(a) Subject to any limitations set forth in this Agreement, City agrees to pay Service Provider the amounts specified in Exhibit “B” “Compensation” and made a part of this Agreement by this reference. The total compensation, including reimbursement for actual expenses, shall not exceed Eighty-Four Thousand Eight Hundred and Fifty Dollars (\$84,850), unless additional compensation is approved in writing in accordance with Section 26 “Administration and Implementation” or Section 28 “Amendment” of this Agreement.”

1.4 **Exhibit B – Compensation.** Exhibit B of the Agreement is amended to read as shown in Exhibit B to this First Amendment.

2. **GENERAL PROVISIONS.**

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

2.2 **Integration.** This First Amendment consists of pages 1 through 7 inclusive, which constitute the entire understanding and agreement of the parties and supersedes

all negotiations or previous agreements between the parties with respect to all or any part of the transaction discussed in this First Amendment.

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

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

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

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

CITY:

THE CITY OF HEMET

By: _____

Alexander Meyerhoff, City Manager

ATTEST:

Sarah McComas, City Clerk

APPROVED AS TO FORM

Eric S. Vail, City Attorney

SERVICE PROVIDER:

By: _____

Name: Barbara Thorpe
Title: President

By: _____

Name: Timothy Mahoney
Title: Secretary/Treasurer

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

EXHIBIT "A"

SCOPE OF SERVICES

The following new paragraph H is added to Section I of Exhibit A to the Agreement:

H. Phase II: Public Rights of Way Surveys/Inspections

The City of Hemet is in the process of continuing to provide access to its facilities and public rights-of-way to update the current ADA Transition Plan, in order to identify any potential accessibility barriers and develop a plan to remove any potential barriers. The Public Right-of-Way (PROW) inspections will determine if any barriers exist for persons with disabilities in accordance with the Americans with Disabilities Act (ADA), Proposed Right-of-Way Accessibility Guidelines (PROWAG), California Manual on Uniform Traffic Control Devices (CAMUTCD), California Building Code (CBC) and related accessibility standards and regulations. Phase II will focus on Downtown Specific areas and other selected arterials (excluding CalTrans owned PROW on Florida and San Jacinto).

Disability Access Consultants (DAC) proposes to provide the following services:

1. Sidewalks

DAC will inspect a portion of the City of Hemet's sidewalks. Inspection data will be included in DACTrak. Sidewalk and curb ramp inspections include, but are not limited to:

Public rights-of-way that have GIS information and photographs incorporated, include but are not limited to the following:

Sidewalks

- Width
- Cross Slope
- Running Slope
- Changes in elevation greater than 1/4 inch and changes in elevation that are not beveled up to 1/2 inch
- Any obstruction in the sidewalk that obstruct or narrow the path of travel such as protruding objects and items that narrow the required width.
- Street furniture

2. Signalized Intersections

DAC will inspect the signalized intersections that are connected to the selected sidewalks. This includes:

- Crosswalks
 - Pedestrian ramps-curb ramps; width, slope, side flares, grooved borders, truncated domes, alignment with the crosswalk
 - Accessible pedestrian signals
 - Traffic stop bars
3. DAC uses a comprehensive approach to inspecting public rights-of-way (PROW). In order to conduct an assessment of all the requirements in the PROW, DAC conducts manual measurements of the field conditions and enters the information into our DACTrak pc tablet in the field.
4. Accessibility surveys will be in accordance with the Americans with Disabilities Act, Public Right of Way Accessibility Guidelines (PROWAG), California Manual on Uniform Traffic Control Devices (CAMUTCD) and applicable accessibility standards and regulations. Inspections results, recommendations, photographs, as-is measurements will be contained in the DACTrak web based accessibility management software to manage the plan, document progress and generate reports.

Section III of Exhibit A of the Agreement is amended in its entirety to read as follows:

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

- A. Monthly invoice justification.
- B. Monthly status meetings or conference calls with the Building Official or designee.

EXHIBIT "B"

COMPENSATION

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

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

A. II. Phase 2 Costs. The total compensation for Phase 2 (as outlined in Section I.H of Exhibit A) shall not exceed \$15,000 for all tasks. Total estimated miles of arterial sidewalks and curb ramps to be inspected is 30 miles at a cost of \$400/mile for a total of \$12,000. DAC will also inspect 12 signalized intersections at a cost of \$250/intersection for a total of \$3,000.

III. The total compensation for the Services shall not exceed \$84,850, as provided in Section 4 of this Agreement.

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 _____, 20____,
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:

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

Title or Type of Document

Number Of Pages

Date Of Document

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 _____, 20_____

before me, _____
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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: _____

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

Title or Type of Document

Number Of Pages

Date Of Document

Signer(s) Other Than Named Above



Staff Report

TO: Honorable Mayor and Members of the Hemet City Council

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

DATE: May 24, 2016

RE: Request for the City of Hemet to be a Concurring Party to the Memorandum of Agreement (MOA) between Cal-Trans and the California State Historic Preservation Officer regarding the State Route 79 Realignment Project

RECOMMENDED ACTION:

It is respectfully recommended that the City Council:

1. *Authorize the Mayor to sign the MOA as a Concurring Party to the Agreement on behalf of the City of Hemet*

BACKGROUND:

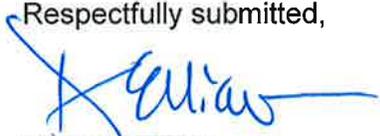
In conjunction with the Environmental Review process for the State Route 79 Realignment Project, it was determined that certain cultural resources will be impacted in association with the future construction of the roadway. To mitigate these impacts, Caltrans (as the lead agency) and the California State Historic Preservation Officer (SHPO) have entered into a Final Memorandum of Agreement (MOA) which stipulates the required mitigation, monitoring, documentation, curation standards, reporting requirements and other related provisions related to the identified tribal resources. Caltrans and SHPO are the "Signatory Parties" and responsible for implementing the MOA. The Riverside County Transportation Commission has signed the MOA as an "Invited Signatory Party", and has certain rights to amend or terminate the Agreement. The Cities of Hemet and San Jacinto, along with four area Tribes (Cahuilla, Pechanga, Ramona and Soboba), have been invited to sign the MOA as "Concurring Parties" to the Agreement. Pursuant to Section VII A.2 of the MOA, by signing as a Concurring Party, the City would acknowledge its concurrence with the Agreement, but would have no legal authority or implementation responsibility under the MOA.

The City is not obligated to sign the MOA, however, signing as a Concurring Party would be another indicator of the City's ongoing support for the SR 79 Project and its implementation in the near term.

FISCAL IMPACT:

There is no fiscal impact or effect to the City of Hemet as a result of signing the Agreement as a Concurring Party.

Respectfully submitted,



Deanna Elliano
Community Development Director

Attachment:

- 1) Memorandum of Agreement (MOA) between Caltrans and the California State Historic Preservation Office

**MEMORANDUM OF AGREEMENT BETWEEN
THE CALIFORNIA DEPARTMENT OF TRANSPORTATION
AND THE CALIFORNIA STATE HISTORIC PRESERVATION OFFICER
REGARDING THE STATE ROUTE 79 REALIGNMENT PROJECT
RIVERSIDE COUNTY, CALIFORNIA**

WHEREAS, the California Department of Transportation (Caltrans), the Riverside County Transportation Commission (RCTC), the County of Riverside, the City of San Jacinto, and the City of Hemet are proposing to build the SR 79 Realignment Project (SR 79 Project or Undertaking), a 12-mile divided limited-access expressway extending from south of Domenigoni Parkway and north to Gilman Springs Road, serving the community of Winchester and the cities of Hemet and San Jacinto in Riverside County, California; and

WHEREAS, pursuant to §23 U.S.C. 327, the Federal Highway Administration (FHWA) has assigned and Caltrans has assumed FHWA responsibility for environmental review, consultation, and coordination of the SR 79 Project; and

WHEREAS, Caltrans has determined that the construction of the Preferred Alternative, Build Alternative 1br, of the SR 79 Project, which is described in Attachment D to this Memorandum of Agreement (MOA), will have an adverse effect on a Traditional Cultural Property *Chéexayam Pum'wáppivu* and '*Anó' Potma* (TCP), which Caltrans determined to be eligible for inclusion in the National Register of Historic Places (NRHP) under Criteria A, B, and D [with concurrence from the California State Historic Preservation Officer (SHPO)], and a Potential Prehistoric Archaeological District (PPAD) containing 24 bedrock milling components which Caltrans presumed eligible for the NRHP under Criteria A and D for purposes of this Undertaking (with SHPO concurrence) and, therefore, are historic properties as defined at 36 CFR Part 800.16(1)(l); and

WHEREAS, Caltrans has consulted with the SHPO pursuant to Stipulations X.C, and XI of the January 2014 *First Amended Programmatic Agreement among the Federal Highway Administration, the Advisory Council on Historic Preservation, the California State Historic Preservation Officer, and the California Department of Transportation Regarding Compliance with Section 106 of the National Historic Preservation Act, as it Pertains to the Administration of the Federal-Aid Highway Program in California* (PA), and, where the PA so directs, in accordance with 36 CFR Part 800, the regulations implementing Section 106 of the National Historic Preservation Act (NHPA) of 1966 (54 USC Section 306108), as amended, regarding the Undertaking's effects on historic properties, and has notified the Advisory Council on Historic Preservation (ACHP) of the adverse effect finding on April 24, 2015 pursuant to 36 CFR § 800.6(a)(1), and the ACHP has declined to comment in a letter dated May 12, 2015 pursuant to 36 CFR Part 800.6(a)(1)(iii); and

WHEREAS, Caltrans has thoroughly considered alternatives to the Undertaking, has determined that the statutory and regulatory constraints on the design of the Undertaking preclude the possibility of avoiding adverse effects to portions of a TCP and contributing elements of a PPAD during the Undertaking's implementation, and has further determined that implementation of the measures set forth in Stipulation II of this Memorandum of Agreement (MOA) will satisfactorily take into account the Undertaking's adverse effects on the subject historic properties; and

WHEREAS, the RCTC has participated in the consultation regarding the effects of the Undertaking on historic properties and has been invited to sign this MOA as an Invited Signatory; and

WHEREAS, Caltrans has consulted with the Cahuilla Band of Indians, the Pechanga Band of Luiseño Indians, the Ramona Band of Cahuilla, and the Soboba Band of Luiseño Indians (Consulting Indian Tribes) regarding the Undertaking and its adverse effect on the subject historic properties, and has invited them to concur in this MOA; and

WHEREAS, Section 106 of the NHPA requires the lead federal agency to consult with any Indian tribe that attaches religious or cultural significance to historic properties that may be affected by an undertaking. This requirement affirms the knowledge and expertise regarding their traditions, cultures, and artifacts that Indian tribes possess that is unique and cannot be gained through scientific or academic resources. As such, Signatory Parties to this MOA acknowledge that the Consulting Indian Tribes hold such expertise and will accord them with due respect and give such expertise the weight it deserves in making determinations and decisions concerning historic properties impacted by the SR 79 Project; and

WHEREAS, by signing this MOA, each Signatory or Consulting Party does not signify that the party approves of the Undertaking, but rather that the provisions of the MOA are an appropriate means to resolve adverse effects on historic properties in the event that the Undertaking obtains all required approvals and is implemented.

NOW, THEREFORE, Caltrans and the SHPO agree that, upon Caltrans' decision to proceed with the Undertaking, Caltrans shall ensure that the Undertaking is implemented in accordance with the following stipulations in order to take into account the effects of the Undertaking on historic properties, and further agree that these stipulations shall govern the Undertaking and all of its parts until this MOA expires or is terminated.

Caltrans shall ensure that the following measures are implemented:

STIPULATIONS

I. AREA OF POTENTIAL EFFECTS

The Area of Potential Effects (APE) for the Undertaking is depicted in Exhibit 3 of Attachment B of this MOA. If Project refinements result in alterations to the potential areas of impact beyond the depicted APE, Caltrans shall revise the APE maps and seek concurrence from the SHPO that the revised APE is adequate and alterations in the Project do not result in additional adverse effects to historic properties. Amendment of the APE will not require an amendment to the MOA.

II. MITIGATION FOR RESOLUTION OF ADVERSE EFFECTS TO HISTORIC PROPERTIES

- A.** The RCTC, in consultation with Caltrans, SHPO, and the Consulting Indian Tribes shall prepare a *Historic Context and Archaeological Research Design for a Potential*

Prehistoric Archaeological District (PPAD) in the San Jacinto Valley Vicinity, State Route 79 Realignment Project, Riverside County, California (PPAD study), to resolve adverse effects to the PPAD under Criterion D. The context and research design will focus on archaeological resources in the Study Area defined for the SR 79 Project Cultural Landscape and Settlement Patterns Analysis as part of the Archaeological Evaluation Report (Eddy et al. 2014). An annotated outline of the PPAD study is provided as Attachment C to this MOA. Attachment C as set forth hereunder may be amended through consultation among the Parties to this MOA without amending the MOA. Consulting Indian Tribes will be invited to participate in the development of the PPAD study. The Consulting Indian Tribe's participation and consultation during the development of the PPAD study will be guided by the provisions in Attachment C. The PPAD study will be completed prior to the start of any construction activities.

- B.** Prior to construction activities, the RCTC will conduct spatial and visual analysis of bedrock milling features within a sample of the 24 bedrock milling components that collectively contribute to the significance of the PPAD to resolve adverse effects to the PPAD under Criteria A and D. The results will be analyzed for cultural patterning. An annotated outline of the bedrock milling station analysis is provided as Attachment D of this MOA. The field observations will be completed prior to the start of any construction activities.
- C.** Prior to construction activities, the RCTC will use photogrammetry to document a sample of the 24 bedrock milling components that collectively contribute to the significance of the PPAD to resolve direct and indirect effects to the PPAD under Criterion A. Close-range photogrammetry will be used to develop 3D models of all features that will be directly impacted by construction. Spherical panoramas will also be used to create immersive virtual tours of the sample of milling components subject to visual and spatial analysis (Stipulation II.B). Video disks will be provided to all consulting parties to this MOA and filed with the California Historical Resources Information System, prior to the start of any construction activities. These studies are detailed in Attachment D of this MOA.
- D.** The RCTC, in consultation with Caltrans and the SHPO, will assist the Consulting Indian Tribes in preparing documentation that may be included as part of a formal National Register Nomination of the TCP to resolve adverse direct and indirect effects to the TCP under Criteria A, B, and D. Drawing from ethnographic information compiled in the Archaeological Evaluation Report (Eddy et al. 2014) that documents the significance of the TCP, and in consultation with the Consulting Indian Tribes, additional ethnographic research will be conducted by a qualified ethnographer. The RCTC will document the existing condition of the TCP prior to construction. The RCTC will also compile existing information and attempt to obtain additional information from Consulting Indian Tribes and archival repositories and will also research and gather information about the ownership of parcels within the proposed TCP. Because of the private ownership of the majority of the parcels, there is no guarantee that these efforts will result in the listing of the TCP on the National Register. RCTC will provide all documentation to the Consulting Indian Tribes prior to the start of any construction activities.

- E. All documentation, reports, and publications produced as a result of the studies performed pursuant to IIA-C will formally credit all contributors and will be provided to all consulting parties for review and comment. If information provided by a consulting tribe is included in a proposed publication or professional symposium, the consulting tribe will be notified and invited to collaborate on the article or paper, or if they prefer, prepare a separate paper for publication or presentation. Information provided by a consulting tribe will be included in reports, publications, or otherwise disseminated to the public only at the tribe's discretion.

III. IMPLEMENTATION OF THE ARCHAEOLOGICAL MONITORING AND POST-REVIEW DISCOVERY PLAN

- A. The RCTC, in consultation with Caltrans, SHPO, and the Consulting Indian Tribes, has prepared an Archaeological Monitoring and Post-Review Discovery Plan (Post-Review Plan) (Attachment E). The Post-Review Plan details guidelines for: developing an archaeological sensitivity model for discovery of unknown archaeological sites; archaeological resource monitoring/observation in the vicinity of known sites, and areas of sensitivity; temporarily halting or redirecting work to permit identification of archaeological discoveries; and protocols for sampling, evaluation, and treatment of post-review discoveries.
- B. Prior to construction, a Draft Monitoring Agreement will be prepared as a subsequent document to this MOA in consultation with the Consulting Tribes. The Draft Monitoring Agreement will provide the details regarding how the monitoring will proceed. Aspects of the Native American monitoring program will be listed and described. Tribal Monitoring shall occur through a designated Tribal Monitoring Program, to be established in consultation among RCTC, Caltrans, and the Consulting Indian Tribes and incorporated into the Draft Monitoring Agreement. The Tribal Monitoring Program shall be administered by RCTC, who shall provide a designated Native American Monitor liaison to coordinate with Caltrans and the Consulting Indian Tribes. Native American Monitors shall be selected through consultation with the Consulting Indian Tribes and shall be contracted through the Tribal Monitoring Program, at the sole expense of RCTC.
- C. Caltrans shall implement the plan of action regarding the potential discovery of Native American burials, human remains, cremations, and associated grave goods, as detailed in the Post Review Plan (Attachment E).

IV. IMPLEMENTATION OF THE ENVIRONMENTALLY SENSITIVE AREA ACTION PLAN

The RCTC, in consultation with Caltrans, SHPO, and the Consulting Indian Tribes, has prepared an Environmentally Sensitive Area Action Plan (ESA Action Plan) (Attachment F). The ESA Action Plan describes the Protocols to be followed for the Environmentally Sensitive Areas (ESAs) established for the SR 79 Project. The ESAs have been established to prevent inadvertent adverse effects to historic properties and cultural resources during project construction.

V. DOCUMENTATION

The results of all studies and work completed under Stipulations II, III, and IV shall be reported professionally by persons meeting the standards specified in Stipulation VII.A.3, below, and following the standards for reporting specified in Stipulation VII.A.4, below.

- A. All products and reports required under Stipulation II shall be completed and approved prior to the start of construction. A draft of each product (report, photogrammetric disk, documentation of field observations, or data for the TCP nomination) shall be submitted by RCTC to Caltrans no later than nine (9) months prior to the start of construction. Caltrans shall review the product or report and submit comments to RCTC within sixty (60) calendar days. RCTC shall address Caltrans' comments, revise the product or report, and resubmit ten (10) copies to Caltrans within thirty (30) calendar days. Within fifteen (15) calendar days following receipt of the revised draft, Caltrans shall submit a copy of the revised product or report to all MOA parties, who shall have forty-five (45) calendar days to submit written comments to Caltrans. Within ten (10) calendar days Caltrans may request that RCTC revise the product or report to address comments from the MOA parties. RCTC shall revise the product and submit ten (10) copies of the final product or report within forty-five (45) calendar days. Caltrans shall have ten (10) calendar days to approve the final product or report in writing and notify all MOA parties and provide each a copy of the final product or report.
- B. RCTC shall submit a draft report of archaeological monitoring (Stipulation III) and results of the ESA Action Plan (Stipulation IV) to Caltrans within sixty (60) calendar days following completion of all field monitoring activities. Caltrans shall review the report and submit comments to RCTC within thirty (30) calendar days. RCTC shall address Caltrans' comments, revise the report, and resubmit ten (10) copies to Caltrans within thirty (30) calendar days. Within ten (10) calendar days following receipt of the revised draft, Caltrans shall submit a copy of the revised report to the MOA parties, who shall have thirty (30) calendar days to submit written comments to Caltrans. Within ten (10) calendar days Caltrans may request that RCTC revise the report to address comments from the MOA parties. RCTC shall revise the report and submit ten (10) copies of the final report within thirty (30) calendar days. Caltrans shall have ten (10) calendar days to approve the final report in writing and notify all MOA parties and provide each a copy of the final report.
- C. If a Data Recovery Report (DRR) is required to satisfy Stipulation III, RCTC shall submit a draft version of the DRR to Caltrans within twelve (12) months of completion of all archaeological monitoring tasks and data-recovery fieldwork. Caltrans shall review the report and submit comments to RCTC within sixty (60) calendar days. RCTC shall address Caltrans' comments, revise the report, and resubmit ten (10) copies to Caltrans within thirty (30) calendar days. Within fifteen (15) calendar days following receipt of the revised draft, Caltrans shall submit a copy of the revised report to the MOA parties, who shall have forty-five (45) calendar days to submit written comments to Caltrans. Within ten (10) calendar days Caltrans may request that RCTC revise the report to address comments from the MOA parties. RCTC shall revise the report and submit ten (10) copies of the final report within forty-five (45) calendar days. Caltrans shall have ten

(10) calendar days to approve the final report in writing and notify all MOA parties and provide each a copy of the final report.

VI. NATIVE AMERICAN CONSULTATION

The FHWA and Caltrans (under the authority of the FHWA, pursuant to NEPA Assignment have maintained continuous consultation with Native American groups and individuals throughout the history of the Project. Five tribal communities (Cahuilla Band, Morongo Band, Pechanga Band, Ramona Band, and Soboba Band) have participated throughout the identification, evaluation, and assessment of effects to the TCP and PPAD, providing information about named places and cultural landscape context that was instrumental in defining and evaluating those historic properties. Discussions focused on the cultural and religious significance of the TCP and the undertaking's potential to adversely affect the TCP during Project construction and operation. As a result of those consultations, in 2014, RCTC and Caltrans redesigned the project alternatives to adjust grading limits to reduce direct impacts to the TCP. The Pechanga Band submitted a formal comment letter on November 25, 2014, recommending that Caltrans seek SHPO concurrence on determinations of eligibility for the TCP and PPAD.

Beginning in November, 2014 Caltrans actively consulted with representatives from the Pechanga, Cahuilla, Soboba, and Ramona bands to describe project affects and, with tribal input, to identify potential direct and indirect adverse effects of all Project alternatives on the TCP and PPAD. Following tribal review of the Finding of Adverse Effects, the Pechanga Band submitted a formal letter on December 17, 2014, identifying Alternative 1br as their preferred and recommended alternative, and requesting additional consultation on the Project including the potential relocation of milling features that would be directly impacted by construction.

Following the SHPO's concurrence that the Project would have an adverse effect on the TCP and the PPAD, in March, 2015, further consultation was conducted with the tribes to develop the necessary and appropriate measures to avoid, minimize, and mitigate adverse effects. Caltrans drafted this MOA for tribal review and comment, beginning in June, 2015. In a series of meetings with representatives from the Cahuilla, Pechanga, and Soboba bands, Caltrans discussed the proposed provisions of the MOA, answered question, and sought additional recommendations for avoiding, minimizing, or mitigating adverse effects to the PPAD and TCPs. Comments and recommendations were provided by Pechanga and Soboba bands, and integrated into a final draft of this MOA, prior to SHPO review. Avoidance, minimization, and mitigation measures that were developed in consultation with the Tribes, have been formalized in this MOA.

Caltrans and RCTC shall continue to consult the involved Tribes throughout construction monitoring in regards to any known cultural resources, historic properties, or the discovery of any unanticipated Native American archaeological resources affected by the Undertaking. Consultation with the Consulting Indian Tribes will continue pursuant to the confidential Protocols developed by each Tribe and will continue until the Undertaking has been completed and all stipulations of the MOA are fulfilled.

VII. ADMINISTRATIVE PROVISION

A. STANDARDS

1. The definitions provided at 36 CFR Part 800.16 (Attachment A) are applicable throughout this MOA.
2. Parties to this agreement are defined as follows:
 - **Signatory parties** have the sole authority to execute, amend, or terminate the MOA.
 - **Invited signatory parties** have the same rights to terminate or amend the MOA as the other signatories.
 - **Concurring parties** signing the MOA do so to acknowledge their agreement or concurrence with the MOA, but have no legal authority under the MOA to terminate or amend the MOA. Concurring with the terms of the MOA does not constitute their agreement with the Undertaking.
3. **Professional Qualifications.** Caltrans will ensure that all historic preservation work carried out pursuant to this MOA is completed by or under the direct supervision of the person or persons, meeting the *Secretary of the Interior's Professionally Qualified Standards* (48 Federal Register [FR] 44738-447-39, September 29, 1983) (PQS) in the relevant field of study to carry out or review appropriateness and quality of the actions and products required by Stipulations II, III, and IV in this MOA. However, nothing in this stipulation shall be interpreted to preclude tribal monitors and tribal monitoring.
4. **Documentation Standards.** Written documentation of activities prescribed by Stipulations II, III, and IV of this MOA shall conform to Secretary of the Interior's Standards and Guidelines for Archaeology and Historic Preservation (48 FR 44716-44740) as well as to applicable standards and guidelines established by the SHPO.
5. **Curation and Curation Standards.** Caltrans shall ensure that, to the extent permitted under §5097.98 and § 5097.991 of the California Public Resources Code, the materials and records resulting from the activities prescribed by this MOA are curated in accordance with 36 CFR §79. An agreement with the Western Center in Hemet or another institution that satisfies requirements of 36 CFR 79 will be reached for collections resulting from construction of the Project, with input from the Consulting Indian Tribes. Curation agreements and/or reburial agreements will be executed prior to construction of the Project.

B. CONFIDENTIALITY

The MOA parties acknowledge that the historic properties covered by this MOA are subject to the provisions of § 304 of the NRPA and § 6254.10 of the California Government Code (Public Records Act), relating to the disclosure of archaeological site information and, having so acknowledged, will ensure that all actions and documentation prescribed by this MOA are consistent with said sections.

C. RESOLVING OBJECTIONS

1. Should any party to this MOA object at any time in writing to the manner in which the terms of this MOA are implemented, to any action carried out or proposed with respect to implementation of the MOA (other than the Undertaking itself), or to any documentation prepared in accordance with and subject to the terms of this MOA, Caltrans shall immediately notify the other MOA parties of the objection, request their comments on the objection within 15 business days following receipt of Caltrans' notification, and proceed to consult with the objecting party for no more than 30 business days to resolve the objection. Caltrans will honor the request of the other parties to participate in the consultation and will take any comments provided by those parties into account.
2. If the objection is resolved during the 30-day consultation period, Caltrans may proceed with the disputed action in accordance with the terms of such resolution.
3. If at the end of the 30-day consultation period, Caltrans determines that the objection cannot be resolved through such consultation, Caltrans shall notify all MOA parties of the impasse and shall forward all documentation relevant to the objection to the ACHP, including Caltrans' proposed response to the objection, with the expectation that the ACHP will, within thirty (30) days after receipt of such documentation:
 - a. Advise Caltrans that the ACHP concurs in Caltrans' proposed response to the objection, whereupon Caltrans will respond to the objection accordingly. The objection shall thereby be resolved; or
 - b. Provide Caltrans with recommendations, which Caltrans will take into account in reaching a final decision regarding its response to the objection. The objection shall thereby be resolved; or
 - c. Notify Caltrans that the objection will be referred for comment pursuant to 36 CFR § 800.7(c) and proceed to refer the objection and comment. Caltrans shall take the resulting comments into account in accordance with 36 CFR § 800.7(c)(4) and Section 110(1) of the NHPA. The objection shall thereby be resolved.
4. Should the ACHP not exercise one of the above options within 30 days after receipt of all pertinent documentation, Caltrans may proceed to implement their proposed response. The objection shall thereby be resolved.
5. Caltrans shall immediately notify all MOA parties in writing of the outcome of objections resolved through consultation with the ACHP through sections C.3 and C.4 of this stipulation.
6. Caltrans shall take into account any of the ACHP's recommendations or comments provided in accordance with this stipulation with reference only to the subject of the objection. Caltrans' responsibility to carry out all actions under this MOA that are not the subject of the objection shall remain unchanged.
7. At any time during implementation of the measures stipulated in this MOA, should a member of the public raise an objection in writing pertaining to such implementation to any signatory party to this MOA, that signatory party shall immediately notify Caltrans. Caltrans shall immediately notify the other MOA parties in writing of the objection. Any signatory party may choose to comment in writing on the objection to Caltrans. Caltrans shall establish a reasonable time frame for this comment period of not less than 15 days following receipt of Caltrans notification, unless agreed upon by signatories. Caltrans shall consider the objection, and in reaching its decision, Caltrans will take all comments

from the other signatory parties into account. Within 15 days following closure of the comment period, Caltrans will render a decision regarding the objection and respond to the objecting party. Caltrans will promptly notify the other signatory parties of its decision in writing, including a copy of the response to the objecting party. Caltrans' decision regarding resolution of the objection will be final. Following issuance of its final decision, Caltrans may authorize the action subject to dispute hereunder to proceed in accordance with the terms of that decision.

8. Caltrans shall provide all parties to this MOA, and the ACHP, if the ACHP has commented, and any parties that have objected pursuant to appropriate sections of this stipulation, with a copy of its final written decision regarding any objection addressed pursuant to this stipulation.
9. Caltrans may authorize any action subject to objection under this stipulation to proceed after the objection has been resolved in accordance with the terms of this stipulation.

D. AMENDMENTS

1. Any Signatory to this agreement may propose that this MOA be amended, whereupon all signatory parties shall consult for no more than 30 days to consider such amendment. The amendment will be effective on the date a copy signed by all of the original signatories is filed with the ACHP. If the signatories cannot agree to appropriate terms to amend the MOA, any signatory may terminate the agreement in accordance with Stipulation VII.E, below.
2. Attachments to this MOA may be amended through consultation with signatory parties to the MOA as appropriate, without amending the MOA proper.

E. TERMINATION

1. If this MOA is not amended as provided for in Section D of this Stipulation, or if either signatory proposes termination of this MOA for other reasons, the signatory party proposing termination shall, in writing, notify the other MOA parties, explain the reasons for proposing termination, and consult with the other parties for at least 30 days to seek alternatives to termination. Such consultation shall not be required if Caltrans proposes termination because the Undertaking no longer meets the definition set forth in 36 CFR § 800.16(y).
2. Should such consultation result in an agreement on an alternative to termination, the signatory parties shall proceed in accordance with the terms of that agreement.
3. Should such consultation fail, the signatory party proposing termination may terminate this MOA by promptly notifying the other MOA parties in writing. Termination hereunder shall render this MOA without further force or effect.
4. If this MOA is terminated hereunder, and if Caltrans determines that the Undertaking will nonetheless proceed, then Caltrans shall comply with the requirements of 36 CFR 800.3-800.6, or request the comments of the ACHP, pursuant to 36 CFR Part 800.

F. ANNUAL REPORTING

On or before December 1 of each year until the Signatories, Invited Signatories, and Concurring Parties agree in writing that the terms of this MOA have been fulfilled, the RCTC shall provide an annual letter report to Caltrans addressing the following topics:

1. Progress in constructing the Undertaking; and
 2. Any problems or unexpected issues encountered during the year; and
 3. Any changes that the RCTC believes should be made in implementation of this agreement; and
 4. Any cultural resources identified and their treatment; and
 5. Review of monitoring schedule and effectiveness; and
 6. PPAD Study, Documentation of Bedrock Milling Sites in the APE, Relocation of Bedrock Milling Sites from the APE, and National Register Nomination for TCP progress if construction has not yet begun; and
 7. Final Archaeological Monitoring Report progress.
- a. Caltrans shall submit the annual report to the Signatories, Invited Signatories, and Concurring Parties within fifteen (15)-calendar days of receipt of the report from the RCTC.
 - b. All Parties to this agreement shall review the annual report and provide written comments to Caltrans within sixty (60)-calendar days.
 - c. At the request of any party to this MOA, or if deemed necessary at least on an annual basis, Caltrans shall ensure that one or more meetings are held to facilitate review and comment, to resolve questions, or to resolve adverse comments.
 - d. Based on this review, the Signatories to this agreement shall determine whether this MOA shall continue in force, be amended, or be terminated. Caltrans will notify all Consulting Parties of the Signatories' determination in writing.

G. DURATION OF THE MOA

The duration of this PA shall be five (5) years following the date of execution by the SHPO and Caltrans, or upon completion of the Undertaking (whichever comes first). If the terms are not satisfactorily fulfilled at that time, The District, in coordination with CSO, shall consult with the signatories and concurring parties to extend it or reconsider its terms. Reconsideration may include continuation of the PA as originally executed, amendment of the PA, or termination. In the event of termination, Caltrans will comply with 36 CFR Part 800 if it determines that the Undertaking will proceed notwithstanding termination of this PA.

H. EFFECTIVE DATE

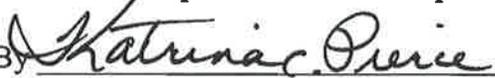
This MOA will take effect on the date that it has been executed by Signatory Parties.

EXECUTION of this MOA by Caltrans and the SHPO, its filing with the ACHP in accordance with 36 CFR §800.6(b)(1)(iv), and subsequent implementation of its terms, shall evidence, pursuant to 36 CFR §800.6(c), that this MOA is an agreement with the ACHP for purposes of Section 110(1) of the NHPA, and shall further evidence that Caltrans has afforded the ACHP an opportunity to comment on the Undertaking and its effects on historic properties, and that Caltrans has taken into account the effects of the Undertaking on historic properties.

**MEMORANDUM OF AGREEMENT BETWEEN
THE CALIFORNIA DEPARTMENT OF TRANSPORTATION
AND THE CALIFORNIA STATE HISTORIC PRESERVATION OFFICER
REGARDING THE STATE ROUTE 79 REALIGNMENT PROJECT
RIVERSIDE COUNTY, CALIFORNIA**

SIGNATORY PARTIES:

California Department of Transportation

By 
Katrina C. Pierce, Chief
Division of Environmental Analysis

Date 3/25/16

California State Historic Preservation Officer

By 
Julianne Polanco
State Historic Preservation Officer

Date 3/25/16

**MEMORANDUM OF AGREEMENT BETWEEN
THE CALIFORNIA DEPARTMENT OF TRANSPORTATION
AND THE CALIFORNIA STATE HISTORIC PRESERVATION OFFICER
REGARDING THE STATE ROUTE 79 REALIGNMENT PROJECT
RIVERSIDE COUNTY, CALIFORNIA**

INVITED SIGNATORIES:

California Department of Transportation, District 8

By John Bull
Title: District Director

Date 3/28/16

Riverside County Transportation Commission

By _____
Title: Executive Director

Date _____

CONCURRING PARTIES:

Cahuilla Band of Indians

By _____
Title: Chairperson

Date _____

Pechanga Band of Luiseño Indians

By _____
Title: Chairperson Mark Macarro

Date _____

Ramona Band of Cahuilla

By _____
Title: Chairperson

Date _____

Soboba Band of Luiseño Indians

By _____
Title: Chairperson

Date _____

**MEMORANDUM OF AGREEMENT BETWEEN
THE CALIFORNIA DEPARTMENT OF TRANSPORTATION
AND THE CALIFORNIA STATE HISTORIC PRESERVATION OFFICER
REGARDING THE STATE ROUTE 79 REALIGNMENT PROJECT
RIVERSIDE COUNTY, CALIFORNIA**

CONCURRING PARTIES:

City of Hemet

By _____
Title: Mayor

Date _____

City of San Jacinto

By _____
Title: Mayor

Date _____



Staff Report

TO: Honorable Mayor and Members of the Hemet City Council

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

DATE: May 24, 2016

RE: Notice of Completion, Project Completion and Final Change Orders – Sisk Rebuild Project

RECOMMENDED ACTION:

It is respectfully recommended that the City Council:

- Accept this project and direct the City Clerk's office to file a Notice of Completion with the County of Riverside Recorder's Office.
- Approve Change Order #4 in the amount of \$41,814 plus 16 days and Change Order #5 in the amount of (\$2,497) to the contractor AVI-CON, Inc. dba CA Construction, increasing the contract amount to \$1,380,030.
- Authorize the City Manager to approve the change orders and authorize payment of the increased contract balance and retention due to AVI-CON, Inc. dba CA Construction.
- Approve Change Order #1 in the amount of \$20,735.07 and Change Order #2 in the amount of \$3,903.57 to Hamel Contracting, Inc., increasing the contract amount to \$74,638.64.
- Authorize the City Manager to approve the change orders and authorize payment of the increased contract balance due to Hamel Contracting, Inc.
- Approve Change Order #1 in the amount of \$4,475 to Andresen Architecture, Inc.
- Authorize the City Manager to approve the change order and authorize payment of the increased contract balance due to Andresen Architect, Inc.
- Authorize the Deputy City Manager/Administrative Services to establish a supplemental appropriation in General Facilities Fund 316.

BACKGROUND:

On June 28, 2010, an arson fire destroyed the Hemet Police Department's "Property and Evidence" building located at 410 E. Devonshire Ave., Hemet. This building is commonly referred to as the "Sisk Building" as it was the site of Sisk Auto Parts prior to being purchased by the City. After the fire, all salvageable property and evidence were relocated and the property and evidence operations were moved to temporary space within the main police building and an off-site storage facility. The "Sisk Building" was later determined to be unsuitable for refurbishing and use as a police property and evidence facility. Negotiations with the city's insurer began and an agreement was reached to allow for the rebuilding of the facility on the main police campus located at 450 E. Latham Ave., Hemet.

In September 2012 the City Manager authorized the Police Chief to hire a construction manager and, with the procurement administrator, to solicit competitive bids for the design of a replacement structure for the "Sisk Building". Hamel Contracting, Inc. (Hamel) was hired as the

construction manager to oversee the selection of an architect and manage the construction of the project pursuant to a \$50,000 Consultant Services Agreement. The City Council selected Andresen Architecture, Inc. at the January 22, 2013 meeting and authorized a \$68,500 Consultant Services Agreement. After a public bidding process, in March 2014, the construction contract for the Sisk Rebuild Project was awarded to AVI-CON, Inc. dba CA Construction (CA Construction) in the amount of \$1,237,000.

During the project construction, certain construction challenges arose and unforeseen conditions were encountered, including design issues and owner directed changes to the project scope of work. At times, the communications between construction manager and contractor were strained, and the project experienced delays in achieving closeout, though the City has been occupying the space since June 2015.

Andresen Architect, Inc. requests Changer Order #1 in the amount of \$4,475 for additional site visits to the project to address conditions and project changes. City staff recommends approval of this amount. (payments to date total \$69,000, inclusive of \$2,000 advanced by Hamel Contracting, Inc.)

Hamel Contracting, Inc. requests Change Order #1 in the amount of \$20,735.07, principally as reimbursement for incurred project costs for printing additional plans, interior design services to correct and modify interior finishes per owner direction, and the purchase and installation of dispatch equipment/monitors. Hamel also requests Change Order #2 in the amount of \$3,903.57 which is for additional management services resulting from the extension of the construction period and reimbursable costs incurred on the project. Staff recommends both Hamel Contracting, Inc. Change Orders #1 and #2. (payments to date total \$68,513.64)

CA Construction requests Change Order #4 in the amount of \$41,814 plus an additional 16 days to complete the project, and Change Order #5 in the amount of (\$2,497). Previously, CA Construction was provided with Change Order #1 for (\$2,006) for deletions in scope of work, Change Order #2 for \$42,470, which included extra work principally due to owner directed changes, and Change Order #3 for \$63,249, principally due to design issues and owner directed changes. Change Orders #1, #2, and #3 were negotiated by Hamel Contracting, Inc., and approved by Andresen Architecture, Inc. and City staff. Change Orders # 4 and #5 were negotiated and approved by Hamel Contracting, Inc. City staff recommends the approval of Change Orders # 4 and #5 to CA Construction. (payments to date total \$1,251,239.43)

Upon filing of a Notice of Completion, the 5% retention and the Performance Bond for CA Construction will be released within 60 days. The Labor and Materials Bond will be released upon the earlier of the demonstrated satisfaction of all potential claimants or a time period of 6 months after the Notice of Completion.

FISCAL IMPACT:

The project closeout and change orders will result in a fiscal impact of less than \$70,000 to be paid from General Facilities Fund 316.

Respectfully submitted,


Crystal Robinson
Procurement Administrator

Fiscal Review,


Jessica A. Hurst
Deputy City Manager/Administrative
Services

Hemet Police Department SISK Rebuild

Project # 12101CM

Tel: Fax:

Date: 5/12/2015

To Contractor:

CA Construction
 9881 Iowa Avenue, Suite A
 Riverside, CA 92507

Architect's Project No:

Contract Date: 3/31/2014

Contract Number: 001

Change Order Number: 004

The Contract is hereby revised by the following items:

See Line Items Below

PCO	Description	Amount
024	Furnish Cable Tray	2,805
031	Flooring Changes	(1,885)
033	Plaster Accelerator	1,092
039	Infill Room E111 Window	2,555
052	Remove Column and Relocate Door	3,422
056	Add Storefront Mullion	2,702
057	Soffit at Room 125 Per RFI 119	1,077
060	Credit for Faucet Change	(255)
059	Revise Flex Gas Line Connections to HVAC Units to Rigid	810
062	Added Centertops	696
061	Additional Drywall at Old Dispath South Wall	856
063	Framing Revisions per RFI 56	2,600
064	Additional Floor Prep	3,919
066	Furring per RFI No. 128	2,022
067	Furring per RFI 131	652
070	Terminate Concealed Gutters	432
071	Added Cabinet Doors	780
072	HVAC Changes for Return Air	1,488
076	Revised Electrical for Insta Hot Water Heaters	1,234
077	Cabinets in Office 106	816
078	Casework Chases	582
080	Revised Flooring per RFI No. 135	331
081	National Failsafe Trouble Call	449
082	T&M furnish and install TV wire	5,406
083	T&M Install of Cable Tray	2,964
084	T&M Reroute Electrical	373
086	Installation of HDMI and Data Drops in Conference Room	1,727
088	Add Flooring in Room 132	474
074	Electrical and Fire Alarm Changes	1,690

The original Contract Value was.....	1,237,000
Sum of changes by prior Prime Contract Change Orders.....	103,712
The Contract Value prior to this Prime Contract Change Order was.....	1,340,712
The Contract Value will be changed by this Prime Contract Change Order in the amount of.....	41,814
The new Contract Value including this Prime Contract Change Order will be.....	1,382,526
The Contract duration will be changed by.....	16 Days
The revised Substantial Completion date as of this Prime Contract Change Order is.....	

Andresen Architecture, Inc
 ARCHITECT
 17087 Orange Way
 Address
 By Doug Andresen
 SIGNATURE
 DATE

CA Construction
 CONTRACTOR
 9881 Iowa Avenue, Suite A
 Riverside, CA 92507
 Address
 By Aaron Avila
 SIGNATURE
 DATE

City of Hemet
 OWNER
 Address
 By
 SIGNATURE
 DATE

Prime Contract Change Order

Detailed, Grouped by Each Number

Hemet Police Department SISK Rebuild

Project # 12101CM

Tel: Fax:

Date: 7/1/2015

To Contractor:

CA Construction
9881 Iowa Avenue, Suite A
Riverside, CA 92507

Architect's Project No:

Contract Date: 3/31/2014

Contract Number: 001

Change Order Number: 005

The Contract is hereby revised by the following items:

See Line Items Below

PCO	Description	Amount
027	Credit for Roof Screens Deleted in Bulletin No. 3	(8,419)
089	Paint Wood at Upper Windows	348
090	Garbase Disposal Plumbing	536
091	Credit for Hardware	(70)
092	Additional Floor Prep - Phase II	2,656
093	Credit for Damaged TV in Old Dispatch	(225)
005	Option D Block Out T&M	306
065	Extend Roof Drain	787
087	Installation of Mag Hold Openers	1,092
038	Additional moisture testing	492

The original Contract Value was.....	1,237,000
Sum of changes by prior Prime Contract Change Orders.....	145,526
The Contract Value prior to this Prime Contract Change Order was.....	1,382,526
The Contract Value will be changed by this Prime Contract Change Order in the amount of.....	(2,497)
The new Contract Value including this Prime Contract Change Order will be.....	1,380,029
The Contract duration will be changed by.....	0 Days
The revised Substantial Completion date as of this Prime Contract Change Order is.....	

Andresen Architecture, Inc
ARCHITECT
17087 Orange Way

CA Construction
CONTRACTOR
9881 Iowa Avenue, Suite A
Riverside, CA 92507

City of Hemet
OWNER

Address
By Doug Andresen

Address
By Aaron Avila

Address
By

SIGNATURE

SIGNATURE

SIGNATURE

DATE

DATE

DATE

HAMEL

CONTRACTING, INC.

January 30, 2015

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

Re: Hemet PD – SISK Rebuild Project
Application # 5- Reimbursable

Attn: Shirley Johnson

The following is a summary of our reimbursable cost that are attached:

Printing	\$ 422.77
Interior Design	\$ 6,934.96
Dispatch Equipment	<u>\$12,389.96</u>
Subtotal	\$19,747.69
5% O/H	<u>\$ 987.38</u>
Total due	\$20,735.07

Sincerely,



Grant J. Hamel
President
Hamel Contracting, Inc.

Cc: Hemet PD File

Enclosures: Breakdown worksheet and copy of invoices

Hamel Contracting, Inc.
 26359 Jefferson Ave. Suite h
 Murrieta, CA 92562

City of Hemet
 SISK Rebuild
 Construction Management

6/22/2015
 Page 2 of 3

Item #	Description of Work	Scheduled Value	Work Completed		% This Month	Total Completed To Date	% To Date	Balance To Finish	Retainage Held
			Previous Applications	This Period					
1	PRELIMINARY DESIGN PHASE	\$ 5,000.00	\$ 5,000.00	\$ -	0%	\$ 5,000.00	100%	\$ -	\$ -
	DESIGN PHASE	\$ 10,000.00	\$ 10,000.00	\$ -	0%	\$ 10,000.00	100%	\$ -	\$ -
2	CONSTRUCTION DOCUMENT PHASE	\$ 12,500.00	\$ 12,500.00	\$ -	0%	\$ 12,500.00	100%	\$ -	\$ -
3	CONSTRUCTION BID AND AWARD	\$ 1,000.00	\$ 1,000.00	\$ -	0%	\$ 1,000.00	100%	\$ -	\$ -
4	CONSTRUCTION	\$ 20,500.00	\$ 15,375.00	\$ 5,125.00	25%	\$ 20,500.00	100%	\$ -	\$ -
5	CLOSEOUT	\$ 1,000.00	\$ -	\$ 1,000.00	100%	\$ 1,000.00	100%	\$ -	\$ -
6	REIMBURSABLE EXPENSES	\$ 1,601.45	\$ 1,601.45	\$ -	0%	\$ 1,601.45	100%	\$ -	\$ -
7	REIMBURSABLE EXPENSES	\$ 2,302.12	\$ 2,302.12	\$ -	0%	\$ 2,302.12	100%	\$ -	\$ -
8	REIMBURSABLE EXPENSES	\$ 20,735.07	\$ 20,735.07	\$ -	100%	\$ 20,735.07	100%	\$ -	\$ -
9	REIMBURSABLE EXPENSES	\$ -	\$ -	\$ -	0%	\$ -	0%	\$ -	\$ -
		\$ 74,638.64	\$ 63,388.64	\$ 6,125.00		\$ 74,638.64		\$ -	\$0

HAMEL

CONTRACTING, INC.

Prime Contract Change Order

Detailed, Grouped by Each Number

Hemet Police Department SISK Rebuild

Project # 12101CM
Tel: Fax:

Date: 1/26/2016
To Contractor:
Andresen Architecture, Inc
17087 Orange Way
Fontana, CA 92335

Architect's Project No:
Contract Date: 1/26/2016
Contract Number: 002
Change Order Number: 001

The Contract is hereby revised by the following items:
Reimbursables/Architectural Fee Changes

PCO	Description	Amount
5001	Reimbursables/Architectural Fees Through 1/26/16	4,475

The original Contract Value was.....	68,500
Sum of changes by prior Prime Contract Change Orders.....	0
The Contract Value prior to this Prime Contract Change Order was.....	68,500
The Contract Value will be changed by this Prime Contract Change Order in the amount of.....	4,475
The new Contract Value including this Prime Contract Change Order will be.....	72,975
The Contract duration will be changed by.....	0 Days
The revised Substantial Completion date as of this Prime Contract Change Order is.....	

Andresen Architecture, Inc
ARCHITECT
17087 Orange Way
Address
By Doug Andresen
SIGNATURE
DATE

Hamel Contracting, Inc
CONTRACTOR
26359 Jefferson Ave., Suite 111
Murrieta, CA 92562
Address
By Grant Hamel
SIGNATURE
DATE 1-26-2016

City of Hemet
OWNER
Address
By
SIGNATURE
DATE



Staff Report

TO: Honorable Mayor and Members of the Hemet City Council

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

DATE: May 24, 2016

RE: Continuation of discussion of Fiscal Year 2016-17 Proposed Budget

RECOMMENDATION:

It is recommended that the City Council continue to invite public comment, engage in discussion and provide direction to staff on additions, deletions, changes and clarifications regarding the Fiscal Year 2016-17 Proposed Budget.

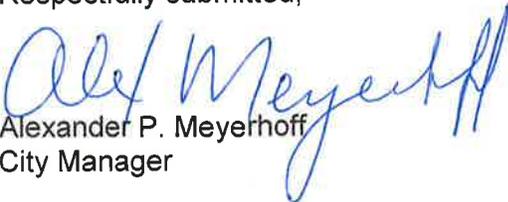
BACKGROUND:

The Fiscal Year 2016-17 Proposed Budget was presented to the City Council on May 10, 2016 to invite public comment, for discussion and to provide direction to staff. The budget document is being presented at this second meeting for further review, discussion and direction to staff. Final presentation of the Fiscal Year 2016-17 Budget, incorporating the approved 5-year Capital Improvement Plan, is anticipated to be brought before the City Council for adoption on June 14, 2016.

The proposed budget includes a General Fund imbalance between revenues and expenditures of approximately \$350,000. Additionally, citywide Capital Improvement Projects totaling \$28,439,190, as approved by the City Council on April 26, 2016, will be incorporated into the budget document for the June 14, 2016 meeting.

The Fiscal Year 2016-17 Proposed Budget can be accessed on the City's website (Finance/Financial Information page) at: <http://www.cityofhemet.org/DocumentCenter/View/3733>

Respectfully submitted,


Alexander P. Meyerhoff
City Manager


Jessica A. Hurst
Deputy City Manager/
Admin Services