



AGENDA

REGULAR MEETING OF THE HEMET CITY COUNCIL

July 26, 2016

6:00 p.m.

Hemet Public Library Upstairs
300 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

Work Study

Discussion regarding this item, with possible direction to staff

1. Other Post Employment Benefit Trust - Jessica Hurst, Deputy City Manager/Administrative Service Director
-

Closed Session

Notice of Opportunity for Public Comment

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

2. Conference with Labor Negotiators
Pursuant to Government Code section 54957.6
Agency designated representatives: *City Manager Meyerhoff*
Employee organization:
Service Employees International Union (SEIU) General Employees
Hemet Non-Sworn Police Employees Association
Hemet Mid-Manager's Association
Hemet Police Officers Association
3. Conference with Legal Counsel - Anticipated Litigation
Two (2) matters of Significant exposure to litigation pursuant to Government Code section 54956.9(d)(2) & (3)
4. Review of Confidential State Audit and Proposed Corrective Action Plan
Pursuant to Government Code Sections 61132 & 54956.75.
Representative: City Manager

REGULAR SESSION

7:00 p.m.
Hemet Public Library Upstairs
300 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

5. Conference with Labor Negotiators
Pursuant to Government Code section 54957.6
Agency designated representatives: *City Manager Meyerhoff*
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Pursuant to Government Code Sections 61132 & 54956.75.
Representative: City Manager
-

Presentation

8. 211 Program Overview – Marie Davis, Chief Executive Officer, Riverside County 211 Program
9. City of Hemet Employee Service Awards - City Manager Meyerhoff
10. Public Safety Update – Police Chief Brown and Fire Chief Brown

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 microphone. 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

11. **Approval of Minutes** – July 12, 2016
12. **Approval of Minutes** – July 16, 2016
13. **Receive and File** – Warrant Registers
 - a. Warrant registers dated July 7, 2016 in the amount of \$2,966,305.24 and July 11, 2016 in the amount of \$2,653,776.97. Payroll for the period of June 6, 2016 and June 18, 2016 was \$608,726.03.
14. **Recommendation by Community Development** - Agreement for Services between the City of Hemet and First Carbon Solutions for preparation of the environmental analysis for the proposed Downtown Hemet Specific Plan Project
 - a. Approve the Agreement for Services between the City of Hemet and First Carbon Solutions to prepare the environmental studies and analysis for the Downtown Hemet Specific Plan project for a not-to-exceed contract amount of \$80,330.00; and
 - b. Authorize the City Manager to finalize and execute the Agreement for Services with First Carbon Solutions and appropriate the funding from the Downtown Specific Plan (Account #120-1700-2706) authorized in the FY 15-16 Planning Division Budget; and
 - c. Authorize the City Manager to approve a contingency of up to 10% of the contract amount (\$8,000.00) for additional meetings or tasks that may be required to complete the CEQA documents, upon written request by the Community Development Director and provision of an itemized scope by the consultant.
15. **Recommendation by Administrative Services** – Renewal of Annual Support and Maintenance for West Covina Service Group Public Safety Dispatch/Records Software
 - a. Approve the annual support and maintenance for continued use of the West Covina Service Group CAD/RMS system in the amount of \$113,500; and
 - b. Authorize the City Manager to approve purchase orders in support of this purchase.

16. **Recommendation by Administrative Services** – Service Agreement with Time Warner Cable to provide Enhanced Internet Access at the Hemet Police Department
 - a. Approve and authorize the City Manager to execute a three-year service agreement with Time Warner Cable for enhanced fiber optic internet access at the Hemet Police Department.

17. **Recommendation by Human Resources** – Amendment to the Contract Between the Board of Administration of the California Public Employees’ Retirement System (CalPERS) and the City Council of the City of Hemet
 - a. Adopt a resolution of intention, initiating the amendment process through CalPERS to allow cost sharing of the Employer Contribution to CalPERS with the ‘Classic’ CalPERS members of the Hemet City Fire Fighters Local No. 2342.
Resolution Bill No. 16-063

18. **Recommendation by Fire** – Donation of Surplused Vehicle to Ramona Bowl
 - a. Authorize the donation of (1) 1996 C-15 Pickup Truck, VIN #2GCEC19M6T115208 to the Ramona Bowl. The vehicle will be utilized in a wide variety of activities in support of the daily operations of the Ramona Bowl facility. The donated vehicle will replace an older small truck which is out of service and not repairable.

19. **Recommendation by Engineering** – Bucknam Infrastructure Group, Inc. Contract for Citywide Pavement Management Program (PMP)
 - a. Approve a Professional Services Agreement with Bucknam Infrastructure Group, Inc. of Oceanside, CA to provide Professional Engineering and Data Collection Services for \$80,000.00; and
 - b. Authorize the City Manager to execute the two (2) year contract and to extend the agreement for up to three (3) additional one (1) year extensions at the City’s option consistent with future approved budgets.

20. **Recommendation by Public Works** – Award of Purchase Order for Automotive and Truck Parts and Supplies to Napa Auto Parts
 - a. Authorize award of purchase order to Napa Auto Parts for annual automotive and truck parts and supplies in the amount of \$80,000 for FY 16/17; and
 - b. Authorize the City Manager to execute a purchase order in support of this award.

21. **Recommendation by Administrative Services** – Formation of Hemet Landscape Maintenance District No. 103, Redline Express Car Wash
 - a. Adopt a resolution initiating proceedings and ordering the Report of the Engineering in connection with the annual levy of assessments for the Hemet Landscape Maintenance District No. 103, Redline Express Car Wash 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.
Resolution Bill No. 16-059

22. **Recommendation by Administrative Services** – Intent to Levy and Collect Assessments within the Landscape Maintenance District No. 103, Redline Express Car Wash
- a. Adopt a resolution of intention to order the annual levy of assessments for the formation of Landscape Maintenance District No. 103, Redline Express Car Wash for Fiscal Year 2016-2017, preliminarily approving the engineer's report and appointing September 13, 2016 for hearing protests.
- Resolution Bill No. 16-060**

Communications from the Public

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

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

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

Public Hearing

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

23. **Revenue Measure Ad Hoc Report and Recommendation** – Mayor Pro Tem Raver and Mayor Wright
- a. Receive the Report of the Ad Hoc Committee; and
- b. Hold a Public Hearing to discussed the Ad Hoc Committee's recommendations; and
- c. Adopt a resolution placing a transactions and use tax ordinance and an advisory measure regarding the expenditure of tax proceeds on the November 8, 2016 General Election Ballot; **Resolution Bill No. 16-064** and
- d. Adopt a resolution committing to expend all proceeds of the transactions and use tax, if approved by voters, for the enhancement of public safety services within the City of Hemet. **Resolution Bill No. 16-065**

24. **Appeal 16-001 of Conditional Use Permit No. 16-003 (Green Education Foundation)** – Community Development Director Elliano
- a. Remand the decision back to the Planning Commission for reconsideration of CUP 16-003 in light of the proposed changes to the project location as requested by the applicant.
- OR
- b. Continue the public hearing for the Appeal regarding the denial of CUP 16-003 to the August 23, 2016 meeting of the City Council and direct staff to provide the full record of the Planning Commission proceedings and findings for review and discussion.
-

City Council Reports

25. 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)
 9. Southern California Association of Governments (SCAG)

- 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)
 6. Southern California Association of Governments (SCAG)

F. Ad-Hoc Committee Reports

1. Diamond Valley Lake Recreation Ad-Hoc Committee (January 27, 2015)
2. Homeless Ad-Hoc Committee (February 9, 2016)
3. Business/Industry Ad-Hoc Committee (April 15, 2016)
4. Skate Plaza Ad-Hoc Committee (June 28, 2016)

G. City Manager Meyerhoff

1. Manager's Reports
 2. Staff Spotlight
 3. Public Safety Update
 4. Update on Future Agenda Items
-

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.

Continued Closed Session

City Attorney Continued Closed Session Report

Adjournment

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

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

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



#11-

MINUTES

REGULAR MEETING OF THE HEMET CITY COUNCIL

July 12, 2016

6:00 p.m.
City of Hemet Council Chambers
450 E. Latham Avenue

www.cityofhemet.org
Please silence all cell phones

Call to Order

Mayor Wright called the meeting to order at 6:00 p.m.

Roll Call

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

ABSENT: Council Member Milne

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

Work Study

Discussion regarding this item, with possible direction to staff

1. LED Streetlight Demonstration Area – Tyler Masters, WRCOG & Jim Filanc, Southern Contracting

Tyler Masters, WRCOG, gave the City Council a powerpoint presentation on the proposed WRCOG Regional Streetlight Program. The program was developed to help member agencies enhance public safety, save utility costs and save energy by creating smart city opportunities. Streetlights are a high utility cost for jurisdictions. There are 63,000+ SCE-owned streetlights in WRCOG subregion that equal a subregional \$10,000,000+ annual cost. SCE-owned streetlight rates have increased 55% since 2001. If the SCE streetlight rates increase by an amount that cannot be recovered by a financial district there could be negative impacts to the City's general fund. This program will assist jurisdictions with streetlight acquisition and retrofits. Jurisdiction will be able to operate and manage operations/maintenance through regional contracts.

Council Member Milne arrived at 6:06 p.m.

Mr. Masters, jurisdictions will see reductions in their utility bill costs, energy consumption and the overall maintenance of their streetlights. The new energy efficient lighting, comes with an increase in lighting quality. Objects and colors are more crisp allowing improvements in public safety. This program specifically accounts for Mt. Palomar's regional dark sky requirements. This program will assist cities meet their local and statewide energy and greenhouse gas goals. The purpose of the Regional Streetlight demonstration area is to provide community members the opportunity to take part in the next streetlight experience by viewing different technologies and evaluating: visual comfort/appeal; safety/security; and light distribution. Installation will begin this month, the demonstration period will be from August 2016 to early

2017. Nine streetlight manufacturers will participate, with Light Emitting Diode (LED) lighting technologies to be installed in residential, commercial areas and roadways. These Streetlight Demonstration Areas will set the City of Hemet and WRCOG as subregional leaders and innovators.

Jim Filanc, Southern Contracting, showed the City Council pictures of failed LED conversions. Failure was partly due to the lack of public participation. This test bed will help avoid that. The proposed lighting will be dark sky friendly with warmer colors but still have plenty of lighting. We want to preserve the character of our region. We want lighting that is inviting and uses less energy without over lighting our communities. Mr. Filanc showed the City Council pictures of the lights from Mt. Palomar. One of the goals is to still be able to view the Milky Way as it should be seen. A map showing the 5 sites was displayed. These 5 sites include retrofit of over a 120 streetlights. There is a growing interest from other cities to come view WRCOG's test beds in Hemet when complete.

Kris Jensen, Public Works Director, the poles in the demonstration areas are owned by the City.

Mr. Masters, WRCOG will provide press releases and sample social media information. The surveys will be conducted both physically and electronic. There will be personal residential outreach to the individuals who reside in the demonstration areas. Signage will be provided that says "Now Entering Streetlight Demonstration Area". An Educational Tour will be conducted the week of October 17th. In November, WRCOG will organize a bus tour with Executive Committee members, City Managers, City Staff, Public Safety Officials and Mt. Palomar staff. The goal is to have a recommendation and the selection of technology by the end of January 2017. In summary, the goal of the Regional Program is: a reduction in jurisdictions utility bill costs, energy consumption, and maintenance costs; easy way to help jurisdictions meet statewide energy and greenhouse gas goals/requirements (AB 32 and SB 350); and to achieve economies of scale through regional operation and maintenance of LED streetlights. The Regional Demonstration Areas will: provide "real-life" review and allow for easy public input; identify the best lights for the region; improve public safety; and lead the region in innovation.

Mayor Pro Tem Raver, asked what will happen after the demonstration is complete.

Mr. Filanc, the LED lights not selected will be removed and replaced with the desired ones, leaving the City owned streetlights uniformed.

Mayor Pro Tem Raver, once you identify the most efficient technology, will the whole city will be retrofit?

Ms. Jensen, if we move forward with purchasing the SCE-owned streetlights, we will be in a better position to do that. We are currently working with WRCOG looking at funding options, such as Capital Reserves in LMD's. The streetlights in any new development are deeded to the City. However, there are a handful of streetlights that are owned by SCE and are not eligible for purchase. Approval for the purchase of SCE-owned streetlights, retrofitting and funding options will come back to the City Council at a later date.

Council Member Milne, expressed concern that the shelf life of the technology and future requirements of any grants to update the technology.

Mr. Filanc, LED's are predicted to last 20 to 25 years and the financing matches them. The technology will change. At the time of the retrofit Hemet will have the most efficient technology available. Another City might do their retrofit 5 years later, get more efficient technology, however you will have realized a cost savings on your energy bills during that five year period.

Council Member Youssef, asked about the criteria that will be used to make a selection. The resident's preference will be aesthetics, but the City's will be interested in the best value. **Mr. Filanc**, cost, potential savings and efficiency will also be considered. **Council Member Krupa**, asked if there will be any additional costs to retrofit the older poles. **Ms. Jensen**, it is our understanding that the current mast arms can handle the retrofit. **Mr. Filanc**, concurred, the LED lights will reduce the weight load on the older streetlight masts. Light poles have a lifespan of 70 to 80 years and Hemet's oldest poles are only half way through their life. **Mayor Wright**, Hemet is grateful to have been chosen as a test bed.

Closed Session

Notice of Opportunity for Public Comment

There were no public comments at this time.
The City council recessed to Closed Session at 6:41 p.m.

2. 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 Officers Association

 3. Conference with Legal Counsel - Existing Litigation
Pursuant to Government Code section 54956.9(d)(1)
Name of Case: *Withey v. City of Hemet, MCC1600550*
-

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 7:07 p.m.

Roll Call

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

ABSENT: None

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

Invocation

Invocation as given by Jacqueline Wahl, Hemet-San Jacinto Interfaith Council.

Pledge of Allegiance

Pledge of Allegiance was led by Council Member Youssef.

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 Officers Association

The City Council received a briefing from the City's Negotiator for SEIU. The other bargaining units were not discussed at this time. There was no additional reportable action.

5. Conference with Legal Counsel - Existing Litigation

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

Name of Case: *Withey v. City of Hemet, MCC1600550*

The City Council received a briefing from the City Attorney's Office. The City Council authorized the City Attorney to file a Responsive Pleading and to file a Cross-Complaint for Indemnity against the defendant property owners. There was no additional reportable action.

City Council Business Consent Calendar

6. **Approval of Minutes** – June 28, 2016

7. **Receive and File** – Warrant Register

- a. Warrant register dated June 23, 2016 in the amount of \$1,670,565.79. Payroll for the period of May 23, 2016 to June 5, 2016 was \$630,177.97.

8. **Recommendation by City Clerk** – Certifying the results of the June 7, 2016 Consolidated Primary Election

- a. Adopt a resolution reciting the fact of the consolidated Primary election on June 7, 2016 and declaring the results. **Resolution No. 4694**

9. **Recommendation by Community Development** - Zoning Ordinance Amendment 16-003

- b. Adopt an ordinance repealing Section 90-6.5 of Chapter 90 (Zoning) of the Hemet Municipal Code eliminating duplication and inconsistencies with the land use tables in the zoning district sections. **Ordinance No. 1917**

10. **Recommendation by Public Works** – Award Purchase Order for Pipeline Materials to HD Water Works Supply
 - a. Authorize award of purchase order to HD Water Works Supply for annual pipeline materials in the amount of \$215,000 for FY 16/17; and
 - b. Authorize the City Manager to execute a purchase order in support of this award; and
 - c. Authorize the City Manager to execute an additional \$100,000 in a separate purchase order to HD Water Works Supply for planned radio read meter replacement in 16/17; and
 - d. Authorize the City Manager to execute a change order to the FY 15/16 purchase order with HD Water Works Supply to a total of \$215,000.

11. **Recommendation by Public Works** – Award Purchase Orders for Maintenance Materials
 - a. Authorize the City Manager to award a purchase order to Superior Ready Mix Concrete in the amount of \$100,000 for the purchase of concrete material; and
 - b. Authorize the City Manager to award a purchase order to Vulcan Materials in the amount of \$75,000 for the purchase of other road maintenance materials.

12. **Recommendation by Finance** – Levy of a Special Tax in Community Facilities District No. 1999-1 (Heartland Project) for Fiscal Year 2016-2017
 - a. Acting in its capacity as the legislative body of Community Facilities District (CFD) No. 1999-1 (Heartland Project) adopt a resolution authorizing the levy of special tax for this district for Fiscal Year 2016-2017. **Resolution No. 4695**

13. **Recommendation by Finance** - Levy of a Special Tax in Community Facilities District No. 2005-1 (Public Safety Services) for Fiscal Year 2016-2017
 - a. Acting in its capacity as the legislative body of Community Facilities District (CFD) No. 2005-1 (Heartland Project) adopt a resolution authorizing the levy of special tax for this district for Fiscal Year 2016-2017. **Resolution No. 4696**

Item Nos. 6, 9, 10, 12 and 13 were removed from the Consent Calendar. **Council Member Youssef moved and Council Member Krupa seconded a motion to approve the remaining Consent Calendar items as presented. Motion carried 5-0.**

Item No. 6

Council Member Krupa, in the last paragraph of page 1 the initials ERC were used for Efficiency Based-Rates. The initials should be corrected to read EBR.

Council Member Krupa moved and Council Member Youssef seconded a motion to approve this item as amended. Motion carried 4-1. Council Member Milne Abstained.

Item No. 9

Council Member Milne, asked for an explanation of the inconsistencies.

Alex Meyerhoff, City Manager, this ordinance eliminates duplications and inconsistencies in the Land Use Tables and Design District Chapters.

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

Item No. 10

Mayor Wright, requested a report on the City's Wells and Infrastructure at a future date.
Mayor Pro Tem Raver moved and Council Member Krupa seconded a motion to approve this item as presented. Motion carried 5-0.

Item No. 12 and 13

Council Member Milne, requested clarification for the public on this item.
Jessica Hurst, Item No. 12 is an assessment on the Heartland District for debt service issued for Capital Improvement Projects and this assessment pays that debt service down. Item No. 13 is an established CFD for Public Safety, the property owners have agreed to the debt service.
Mayor Pro Tem Raver moved and Council Member Milne seconded a motion to approve this item as presented. Motion carried 5-0.

Communications from the Public

Howard Rosenthal, Hemet, Co-chaired the Measure E efforts. Mr. Rosenthal thanked the City Council members that supported placing the measure on the ballot. The measure only lost by approximately 600 votes. The supporters of Measure E met on July 26, and are recommending that the City Council place a simple majority sales tax measure on the November ballot accompanied by an Advisory measure requiring that the money be used for public safety. The business community and Measure E supporters are fully committed to fund the education efforts again.

Larry Graves, President of Hemet West HOA, Measure E only lost by a few votes. Mr. Graves spoke in support of placing a general sales tax measure on the November ballot.

Robin Lowe, Hemet, Measure E lost by a small number. Ms. Lowe recommended placing a general sales tax measure on the November ballot letting the voters decide.

Rob Davis, Hemet, spoke in favor of placing a 1% general tax measure on the November ballot with a companion Advisory Measure that it is the will of the residents that the funds be used for public safety. Mr. Davis also urged the City Council to adopt a resolution of intention to implement the Advisory Measure. Almost 11,000 residents voted in favor of Measure E. The opposition ran a good campaign but the vast majority still voted in favor. The City has a great police force. Riverside County has said that it is unlikely that they will increase the number of officers in the unincorporated areas.

Todd Foutz, Hemet, has lived in Hemet for 36 years and loves Hemet. A huge number of businesses that would be affected by the sales tax increase are in support. Shortly after the June election a veteran marine was stabbed to death in Hemet. Mr. Foutz recommended that the City Council place the 1% general sales tax measure on the ballot with a companion advisory measure. Mr. Foutz also recommended that the City Council adopt a resolution that they intent to only use the funds for public safety. Mr. Foutz thanked police and fire for their sacrifices.

Stacy Olson, Project Hope, expressed disappointment for not being included in the Homeless Ad-Hoc Committee meetings after publically being invited to participate. Project Hope members meet with many of the homeless, work tirelessly and have passion for what we do. We have connections that might help the members of the Ad-Hoc Committee. Ms. Olson reminded the City Council members that it is not only the choice citizens that they are elected to serve, but also the homeless that live in the valley.

Michael Carle, Golden Village, expressed concern with the reduction in tourism due to the increase in crime. Snowbirds and tourist play a role in Hemet's economy. Social media plays a big part in tourism. Hemet is a great place, the weather, the views, and the scenery. The negative posts, the homeless on Florida Avenue, the dilapidated buildings, the prostitutes and crime are really hurting the valley's tourism. Any snowbird that has been a victim of crime will not come back and they will tell their friends. The day after Measure E failed Golden Village received 5 cancellations.

Marie McDonald, Hemet, impressed with the residents of Hemet, they want to improve the quality of life. Ms. McDonald is concerned about the homeless and recently got involved with Project Hope. They want to help the homeless and the City of Hemet. Ms. McDonald expressed concern that the City won't accept their offer to help.

John Sabo, Hemet, briefly talked about an incident that occurred on January 17th. Mr. Sabo's attorney has recommended that he sue the City because of health issues that occurred because of the incident.

Melissa Diaz-Hernandez, expressed concern that the City Council ignores the voices of the community and continues with the small town politics and delegates their tasks to the Police Chief.

Heather Perry, Senator Morrell's Office, announced that the nominations for Women of Distinction are due by July 31st, this award recognizes extraordinary women that work or live in Senator Morrell's district. The dinner will be held on Friday October 7th.

Lori VanArsdale, Hemet, expressed disappointment with the outcome of Measure E. Everyone knows that Hemet is facing issues with crime and making this community less desirable to live in. Yes we know other communities are dealing with similar issues, but we still need to address them. The Valley Chronicle attacking Police Chief Brown was just wrong. The Fire Department has been disseminated the last couple of years. Please look at the fact that a large majority of voters wanted a sales tax for the enhancement of public safety. Ms. VanArsdale recommended that the City Council place a measure on the November ballot so we can be in charge of our own destiny.

Joe Wojcik, Hemet, we are here again to be part of the solution. Mr. Wojcik spoke in support of placing a 1% general sales tax measure on the November ballot with a companion Advisory Measure. Mr. Wojcik recommended that the City Council adopt a resolution of intent to use the money for public safety and consider an oversight committee so the stakeholders have some say in the use of the money.

Tami Wilhelm, Hemet, I hope the City Council will consider placing the sales tax and advisory measures on the ballot. Every city around is placing measures on the November ballot, if successful that will push their crime here. The time is now.

Lakshman Koka, either put these measures on the ballot or give us another solution.

Public Hearing

14. **Formation of City of Hemet Streetlight and Landscape Maintenance District No. 102, Oak Tree Plaza for Fiscal Year 2017-2018** – Deputy City Manager/Administrative Services Director
 - a. Conduct a public hearing; and
 - b. Accept the results of the vote; and

- c. Adopt resolutions approving the Engineer's report for the formation of Hemet Streetlight and Landscape Maintenance District No. 102, Oak Tree Plaza and the levy and collection of assessments for fiscal year 2017-2018.

Resolution Nos. 4697 and 4698

Jessica Hurst, Deputy City Manager/Administrative Services Director, on May 24th the City Council approved resolutions to initiate proceedings and declaring its intention to form Landscape and Streetlight Maintenance District No. 102, Oak Tree Plaza, and to levy and collect assessments against lots and parcels within these districts. These assessments pay for the operation, maintenance and servicing of streetlights and appurtenant structures, ornamental structures, landscaping, and appurtenant facilities within district boundaries. Engineer's reports were included with the staff report that described the districts, the budgets to support the work within the districts, and the number of parcels that will be assessed within the districts. Staff is recommending that the public hearing be conducted after which the ballots will be counted. If the ballots indicate an affirmative vote staff recommends that the City Council adopt the resolutions forming the districts.

Mayor Wright declared the Public Hearing opened at 8:05 p.m.

There were no public comments presented at this time.

Mayor Wright declared the Public Hearing closed at 8:06 p.m.

One (1) ballot was received in support of the formation of Streetlight Maintenance District No. 102.

One (1) ballot was received in support of the formation of Landscape Maintenance District No. 102.

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

Discussion/Action Item

15. Presentation by Riverside County Economic Development Administration Summarizing Current EDA Programs and Areas of Potential Partnership – City Manager Meyerhoff
Discussion regarding this item, with possible direction to staff

Heidi Marshall, Riverside County Economic Development Agency (EDA), gave the City Council a powerpoint presentation. The EDA includes: Economic Development; Workforce Development and Housing Authority. The goal of the EDA is moving businesses forward. The current unemployment rate in Riverside County is 5.4%. Economic efforts include: job search; training; job opportunities; recruitment efforts; and workshops to help determine the need of the community. Businesses that want to move to Riverside County ask about the areas workforce. We coordinate training as a business incentive.

John Aguilar, Housing Authority, the Housing Authority is a direct link between stable and affordable housing offering a number of housing programs. Section 8 is one of the largest programs. There are 1465 total households in Hemet that currently receive Section 8 Housing assistance: 619 Seniors; 201 Disabled and 48 Veteran families. The goal of Section 8 is: Homeless prevention and rapid re-housing; and homeless security deposit assistance. There is an opportunity to consider partnering with the City on the Senior Repair Program.

Ms. Marshall, other partnership opportunities could include: Economic Development initiatives; workforce initiative; and other housing initiatives. The County of Riverside would be willing to house an Industrial Specialist at the City of Hemet to work with staff to look for

workforce training opportunities and help target specific industries. If Hemet thrives so does the County of Riverside as a whole.

Mayor Pro Tem Raver, asked about the expectation of the City's staff to coordinate these efforts.

Ms. Marshall, the Industry Specialist would be a County employee, we would request that they have a staff member to direct them and that they report to.

The City Council agreed to discuss this item further at the Strategic Planning Session.

City Council Reports

16. CITY COUNCIL REPORTS AND COMMENTS

A. Council Member Krupa

1. Riverside Conservation Authority (RCA)

The Board discussed support of SB 1386. City staff looked at the agenda and expressed concern with the implication of this bill on land within the City limits that is actively agricultural. Staff was asked if this bill will impede the City's proposed future use of the property. The question could not be answered so the item was removed and will be considered on a subsequent agenda.

2. Ramona Bowl Association

AbbaFab is Thursday, July 14th at 8:00 p.m.

3. Riverside Transit Agency (RTA)

Student Summer Bus Ride Program is doing well.

4. Watermaster Board

5. Library Board

6. League of California Cities

Council Member Krupa attended the meeting last night. The discussion was regarding innovative ways to improve health in your community, including encouraging more walking and bicycling with complete streets.

7. Riverside County Transportation Commission (RCTC)

8. Western Riverside Council of Governments (WRCOG)

Council Member Krupa attended SCAG on July 7th, the Transportation Committee voted to release the 25 Year Plan for public comment.

The City Council directed staff to add SCAG to Council Member Krupa and Mayor Wright's Council Reports.

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

The Planning Commission discussed a proposed Circle K near Winco. The ABC License will be a future discussion.

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

Mayor Wright attended the fabulous well attended Jumping Jack Flash concert last Thursday.

4. League of California Cities
5. Western Riverside Council of Governments (WRCOG)

Mayor Wright attended WRCOG yesterday. Work is continuing on the TUMF Nexus study.

F. Ad-Hoc Committee Reports

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

Council Member Krupa announced that the committee met last week. Next step will be to create an MOU between the entities. Presentation to the City Council should be in August.

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

Mayor Wright, most of the grant opportunities will come in August and early fall. Recommend that we schedule a meeting to discuss projects that require funding.

Eric Vail, City Attorney, recommended that due to the duration it might be more appropriate to convert the Grant Ad-Hoc Committee to a standing committee.

The City Council concurred, the Grant Ad-Hoc Committee will now be a standing Grant Committee.

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

Mayor Wright, the next meeting is July 18th. We are working on a regional solution and discussing ways to pay for the land that the facility should be on.

4. Business/Industry Ad-Hoc Committee (April 15, 2016)

No meeting scheduled at this time.

5. Skate Plaza Ad-Hoc Committee (June 28, 2016)

Next meeting will be scheduled for the end of July.

G. City Manager Meyerhoff

1. Manager's Reports
2. Staff Spotlight

City Manager Meyerhoff, announced that the City has a new intern, Bobby Frisch. Mr. Frisch is a 2nd year MBA student interning for the City through WRCOG's Executive Fellowship.

3. Public Safety Update

Fire Chief Brown, staff is moving forward on the revised Battalion Chief Job Specifications and discussing a possible Fire Fighter Trainee position for the younger demographic interested in the fire service. We are still moving forward with ALS hoping to reduce the number of non-emergent calls. The Department will be placing a peak demand unit downtown to help meet the demand. The Department took delivery of the two new engines. The new radios have been received and installed. The Department has been awarded \$42,000 in grant funds for additional Motorola's. Chief Brown is continuing efforts with Chief Hawkins from CalFire to improve areas of mutual aid.

Council Member Krupa, funding for the two engines came from the City's Vehicle Replacement Fund and a Soboba Indian Gaming Grant.

Mayor Pro Tem Raver, asked for an update on the recruitment process.

Fire Chief Brown, the Department currently has 10 vacancies. 23 applicants are being screened at this time.

4. Designation of Voting Delegate and Alternate – League of California Cities Annual Conference, October 5-7th, Long Beach

The City Council appointed Council Member Krupa as the Delegate and Mayor Wright as the Alternate.

City Manager Meyerhoff, announced that the City received a letter from the State Water Control Board rescinding the reduction order as of today. There are a number of cities that have not had their order rescinded.

City Manager Meyerhoff, invited the community to attend the City Council Strategic Planning Workshop to be held on Saturday, July 16th at 8:00 a.m. at the Hemet Public Library Upstairs.

City Manager Meyerhoff, announced that the Draft of the Downtown SP is complete. The Development Review Committee will begin reviewing it.

Future Agenda Items

Mayor Pro Tem Raver, recommended that an item be placed on the July 26th City Council agenda requesting considering of the placement of a general transaction and use tax and a companion advisory measure on the November 2016 ballot.

Eric Vail, City Attorney, requested specific direction from the City Council to prepare a tax measure and an advisory measure and a resolution to implement the advisory measure. The placement of a measure on the ballot must be done at a Regular City Council meeting by a 2/3's vote by August 12, 2016. The next meeting is scheduled for July 26th, the City Council previously directed staff to cancel the meeting of August 9th. The direction to prepare the documents for a general transaction and use tax measure is straight forward. However, the Advisory Measure and the Resolution to implement the Advisory Measure is not. Mr. Vail recommended that the City Council form an Ad-Hoc Committee appointing two council members to work with staff to help develop the language. These items will be agendized on July 26th for consideration. If additional discussion is necessary these items can be continued to August 9th.

The City Council directed staff to continue the meeting of August 9, 2016.

The City Council directed the City Attorney to prepare a general transaction and use tax measure, a companion Advisory Measure for the citizen to recommend an expenditure plan to use the general tax primarily for Public Safety and create an Oversight Committee, prepare a resolution implementing the Advisory measure should it pass and to prepare the documents to place the measures on the November 8, 2016 ballot.

The City Council formed a Tax Measure Ad-Hoc Committee and appointed Mayor Pro Tem Raver and Mayor Wright to serve on the committee.

Report on the City's Water Infrastructure and Wells
Report from the Homeless Ad-Hoc Committee

Adjournment

Adjourned at 8:50 p.m. to Tuesday, July 26, 2016 at 7:00 p.m. for consideration of items placed on that agenda.



#12

MINUTES

SPECIAL MEETING OF THE HEMET CITY COUNCIL

July 16, 2016

8:00 a.m.

Hemet Public Library Upstairs
300 E. Latham Avenue

www.cityofhemet.org
Please silence all cell phones

Call to Order

Mayor Wright called the meeting to order at 8:03 a.m.

Roll Call

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

ABSENT: Council Member Youssef

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

Communications from the Public

Melissa Diaz-Hernandez, expressed concern that the facility was not set up appropriately for a City Council meeting.

Discussions

Discussions regarding these items, with possible direction to staff

1. Recap General Plan Vision, Goals, Economic Development Strategy and April 15, 2016 Strategic Actions – City Manager Meyerhoff
2. Confirm April 15, 2016 Strategic Actions and Initiatives as Economic Priorities for next 3-5 years – City Manager Meyerhoff

The City Council's main priority is Public Safety. The Economic Development priorities are: 1) Business/Industry; 2) supporting agriculture and expanding healthcare; 3) expanding education/vocation opportunities; and 4) developing a marketing and branding strategy.

The City Council and staff discussed the gap in skilled labor and education levels.

3. Priority Strategic Action Planning - City Manager Meyerhoff

Audrey Taylor, Chabin Concepts, facilitated a discussion with the City Council regarding Economic Development. The City Council and members present discussed Public Safety. A dedicated funding source to enhanced resources and staffing is the main concern. Public Safety is a huge factor in Economic Development, businesses want to locate in a safe City.

Members of the community expressed a number of opinions. Annexing the east end of Hemet was suggested as well as sub-contracting for fire service on the outer ends of the City, such as Four Seasons area. Ms. Taylor suggested that the City Council consider forming Business/Industry Committees for each of the Economic Development sectors: Business/Industry; Healthcare; Agriculture; Retail; Tourism; and Manufacturing/Construction. **Heidi Marshall, Riverside County Economic Development Agency**, we are establishing 7 industry groups that include all of these suggested sectors. Ms. Marshall noted that 23.7% of Hemet business is retail which employs 30.3% of Hemet's population. Council Member Krupa noted that a Tourism Committee has already been formed.

The City Council briefly recessed at 9:25 a.m.
Reconvened at 9:30 a.m.

Ms. Taylor, the business community requires a trained and educated workforce. Council Member Krupa noted that the hospital is taking the lead and setting up education programs for the workforce they need. The City can help by making sure the zoning is appropriate for their current and future needs and providing adequate housing for their workforce. Council Member Milne recommended that marketing be directed to encourage middle schoolers and high schoolers to stay local for their continued education with the hope that they become Hemet's future workforce. Mayor Pro Tem Raver noted that the City's role is to provide services for the businesses and quickly and cheaply as possible. The free market will decide what businesses and services will come here. Council Member Milne noted that messaging to the right market is an important factor in Economic Development. Mayor Wright noted that messaging, marketing and branding of Hemet has been poor in the past and needs to be improved. Mayor Wright also recommended that partnerships with other agencies be expanded. The City Council and staff discussed ways to support the agriculture industry. The City Council and staff discussed workforce education and training. Council Member Krupa recommended that City Manager Meyerhoff invite the CEO's of the larger companies to meet with representatives from MSJC and the School Districts to discuss their workforce needs.

The City Council recessed briefly at 10:08 a.m.
Reconvened at 10:18 a.m.

The City Council discussed community image and branding. Social media has branded Hemet negatively. The Council Members and staff were asked to describe Hemet's best qualities: beautiful valley; open space; tourism; no traffic; value housing; boating; fishing, hiking; biking; strong diverse history; and the Ramona Bowl. Mayor Wright bragged about the talent in the Valley. Council Member Krupa explained the Valley's history and that Ramona is the official California Outdoor Play. Mayor Pro Tem Raver said that instead of marketing Hemet as a safe community, residents need to feel that safety is the priority. Mayor Pro Tem Raver recommended that the City asked the schools to help train the necessary workforce. The City Council discussed the homeless efforts. The Homeless Ad-Hoc Committee is trying to determine a location and funding sources. The community groups will be invited to participate in the Homeless Ad-Hoc Committee once a location and funding is determined. Council Member Youssef, via text, recommended that the City hire an Economic Development

Manager. Mayor Pro Tem Raver recommended that development around the airport be expanded.

The City Council recessed briefly at 11:15 a.m.
Reconvened at 11:22 a.m.

Community Development Director Elliano gave the City Council a brief update on the Draft Downtown Specific Plan. The Advisory Committee will meeting on July 21st. Interviews will be conducted to select a consultant to prepare the CEQA documents. Public Hearings will be scheduled before the end of the year. City Manager Meyerhoff reported that the Diamond Valley Ad-Hoc Committee's report will highlight exciting possibilities at Diamond Valley Lake.

Marie McDonald, Hemet, recommended that the City Council work with Project Hope to see what can be done now to help the homeless.

Judy Rice, Hemet, recommended that more nutrition education be provided. Ms. Rice also feels that it is important to get a business here that can fix electric wheelchairs.

Joey Azterbaum, Hemet, suggested that the future industry be ecology, green energies and sustainable power.

Melissa Diaz Hernandez, Hemet, recommended action as soon as possible.

Heidi Marshall, RCEDA, the County of Riverside will partner with the City. The County has a number of sector committees that were suggested today. The County is launching a tourism initiative that can help the City of Hemet. We can help tell Hemet's story through the County's Film Commission. We will let staff know about your request to expand and use the land near Hemet Ryan Airport.

Lori VanArsdale, Hemet, City Council's and staff have done many strategic planning workshops. It is evident that the main priority is that we have a safe city so residents want to stay here and more people will come visit or move here. When approached at ICSC with the negative press, the City Council needs to be able to tell them what we are doing to fix it. When the City increased the TOT, the hotels were told that the increased revenue would be used for Tourism efforts. Ms. VanArsdale recommended that tourism efforts be funded to help fix Hemet's reputation. Ms. VanArsdale announced that the Ramona Bowl Association is working on a contract with an entertainment provider to bring bigger name concerts to the Bowl. As a member of the Hospital Advisory Committee, the hospital is working hard to raise their ratings.

Robin Lowe, Hemet, this building has housed a number of strategic planning meetings over the years. Ms. Lowe expressed disappointment that Valley Restart and the Chamber of Commerce are not here to be part of the solution. City staff is stretched thin and overworked. There are Medical providers ready to come here, but not until the crime reduces. The City needs the support of everyone in this community to make this work. Ms. Lowe came to Hemet years ago because Hemet had a heart, we need to find it again. Ms. Lowe thanked the City Council and staff for giving it their all.

Maryann Ennis, Hemet, hopes that subsequent ballot measures are successful. Ms. Ennis had a serious car accident and HFD saved her life. Hemet has a great heritage. Ms. Ennis feels that isn't a lot for her 23 year old to do in Hemet. Ms. Ennis recommended that the City Council encourage the High Schools to offer college classes. Hemet's Downtown needs to be branded like Old Town Temecula.

Rob Webb, Deputy Police Chief, HPD is dedicated to providing the best service possible.

Like the Dallas Police Chief said “we are asking our cops to do too much”. Even in the best of times we didn’t have the resources to deal with this. HPD is trying to partner with other agencies to help us. Can the HPD use more resources, absolutely. The PD is glad that we have support from the City Council and the community.

Scott Brown, Fire Chief, despite the disappointment of Measure E, the public safety departments are collectively addressing structural issues. Imagine what could be accomplished if we put our bi-partisan efforts into these issues. Chief Brown thanked the City Council for their efforts this year and continued support.

Mayor Wright, thanked everyone for participating.

4. Strategic Action Implementation - City Manager Meyerhoff
This item was not discussed at this time.

5. Follow-up Meeting Date and Objectives – City Manager Meyerhoff
This item was not discussed at this time.

Future Agenda Items

There were no future agenda items requested at this time.

Adjournment

Adjourned at 12:01 p.m. to Tuesday, July 26, 2016 at 7:00 p.m. for consideration of items placed on that agenda.



Staff Report

TO: Honorable Mayor and Members of the City Council

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

DATE: July 26, 2016

RE: Warrant Register

The City of Hemet's warrant registers dated July 7, 2016 in the amount of \$2,996,305.24 and July 11, 2016 in the amount of \$2,653,776.97 are currently posted on the City's website in the Finance Department section, under *Financial Information*. Payroll for the period of June 6, 2016 to June 19, 2016 was \$608,726.03.

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 Hemet City Council

FROM: Alex Meyerhoff, City Manager *AM*
Deanna Elliano, Community Development Director; *DE*

DATE: July 26, 2016

RE: Approval of Agreement for Services between the City of Hemet and First Carbon Solutions for preparation of the environmental analysis for the proposed Downtown Hemet Specific Plan Project

RECOMMENDED ACTION:

It is respectfully requested that the City Council:

1. *Approve the Agreement for Services between the City of Hemet and First Carbon Solutions to prepare the environmental studies and analysis for the Downtown Hemet Specific Plan project for a not-to-exceed contract amount of \$ 80,330.00; and*
2. *Authorize the City Manager to finalize and execute the Agreement for Services with First Carbon Solutions and appropriate the funding from the Downtown Specific Plan (Account #120-1700-2706) authorized in the FY 15-16 Planning Division Budget; and,*
3. *Authorize the City Manager to approve a contingency of up to 10% of the contract amount (\$8,000.00) for additional meetings or tasks that may be required to complete the CEQA documents, upon written request by the Community Development Director and provision of an itemized scope by the consultant.*

BACKGROUND:

The Downtown Hemet Specific Plan project was made possible with grant funding provided by the Southern California Association of Governments (SCAG) Sustainability Program, which pays for the preparation of the Specific Plan document by the Arroyo Group consultant team. In its application for the grant, the City offered in-kind services of staff time to manage and administer the project, conduct community outreach, and commit to fund the environmental (CEQA) analysis necessary for adoption of the Specific Plan. The necessary funds for the City's portion of the project were originally allocated in the FY 14-15 Capital Improvement Program and are expended out of the Planning Division Budget. At present, there is a fund balance of \$169,525 to complete the remaining project tasks including the environmental analysis and documents. Any budget savings at the completion of the overall Specific Plan project will be returned to the City's General Fund. The request currently before the Council is to award the consultant contract for the preparation of the required environmental studies and analysis for the project in compliance with the California Environmental Quality Act (CEQA).

The City sent out a Request for Proposals (RFP) to qualified environmental consulting firms on June 16, 2016, and posted the RFP on the City's website. Seven (7) firms submitted proposals and were evaluated by City staff. Staff determined that all of the firms are well established and technically qualified environmental consulting firms, although the scope of the work proposed and the understanding of the technical reports required varied considerably. The cost estimates to prepare the environmental analysis ranged from \$27,000 to \$118,878. Upon review of the proposals, staff short-listed and conducted follow-up phone interviews with three of the firms. As a result, staff determined that First Carbon Solutions was the most responsive to the requested scope of work, schedule, and cost estimate to complete the work. Therefore, staff recommends the selection of this firm to prepare the CEQA documents under the City's direction for a not-to-exceed amount of \$80,330.00. The proposed environmental work will include preparing technical reports for traffic, noise, cultural and historic resources, air quality and greenhouse gas emissions, and biology; as well as the sections required under CEQA to prepare an Initial Study and anticipated Mitigated Negative Declaration. The proposed schedule anticipates the completion of the environmental documents and public review period in conjunction with the Specific Plan public hearings tentatively scheduled to occur in November, 2016.

First Carbon Solutions is a well-known and respected environmental firm with extensive experience in conducting environmental analysis for a variety of projects in Southern California. The firm's office that will be handling this project is located in San Bernardino and has previously provided consulting services for several projects located in Hemet. The firm is familiar with the project site and the potential environmental issues.

FISCAL IMPACT:

The Planning Division has available funds for consultant services in Downtown Hemet Specific Plan account created for the project management, environmental review, and special project needs. 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 Agreement for Services with First Carbon Solutions

**AGREEMENT FOR SERVICES
FOR ENVIRONMENTAL REVIEW OF THE DOWNTOWN
HEMET SPECIFIC PLAN PROJECT**

By and Between

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

and

**First Carbon Solutions,
a California corporation**

Dated July 26, 2016

**AGREEMENT FOR SERVICES
BETWEEN
THE CITY OF HEMET, CALIFORNIA
AND
FIRST CARBON SOLUTIONS**

This Agreement for Services (“Agreement”) for CEQA Review of the Downtown Hemet Specific Plan Project is entered into as of this 26th day of July, 2016 by and between the City of Hemet, a municipal corporation (“City”) and First Carbon Solutions, a California corporation (“Service Provider”). City and Service Provider are sometimes hereinafter individually referred to as “Party” and hereinafter collectively referred to as the “Parties.”

RECITALS

A. City has sought, by request for proposals for the performance of the environmental planning services defined and described particularly in Section 2 of this Agreement.

B. Service Provider, following submission of a proposal for the performance of the services defined and described particularly in Section 2 of this Agreement, was selected by the City on the basis of Environmental Professional’s demonstrated competence and the professional qualifications necessary for the satisfactory performance of the services required.

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

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

OPERATIVE PROVISIONS

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

SECTION 1. TERM OF AGREEMENT.

Subject to the provisions of Section 20 "Termination of Agreement" of this Agreement, the Term of this Agreement is for nine (9) months commencing on the date first ascribed above, unless the term is mutually extended by the Parties in order to satisfactorily complete the Scope of Work described in Exhibit A. The City Manager is hereby authorized to extend the term of the Agreement if deemed necessary.

SECTION 2. SCOPE OF SERVICES & SCHEDULE OF PERFORMANCE.

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

(b) Schedule of Performance. The Services shall be completed pursuant to the schedule specified in Exhibit "A." Should the Services not be completed pursuant to that schedule, the Service Provider shall be deemed to be in Default of this Agreement. The City, in its sole discretion, may choose not to enforce the Default provisions of this Agreement and may instead allow Service Provider to continue performing the Services.

SECTION 3. ADDITIONAL SERVICES.

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

SECTION 4. COMPENSATION AND METHOD OF PAYMENT.

(a) Subject to any limitations set forth in this Agreement, City agrees to pay Service Provider the amounts specified in Exhibit "B" "Compensation" and made a part of this Agreement by this reference. The total compensation, including reimbursement for actual expenses, shall not exceed Eighty Thousand Three Hundred and Thirty dollars (\$80,330.00), unless additional compensation is approved in writing in accordance with Section 26 "Administration and Implementation" or Section 28 "Amendment" of this Agreement.

(b) Each month Service Provider shall furnish to City an original invoice for all work performed and expenses incurred during the preceding month. The invoice shall detail charges by the following categories: labor (by sub-category), travel, materials, equipment, supplies, and sub-Service Provider contracts. Sub-Service Provider

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

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

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

SECTION 5. INSPECTION AND FINAL ACCEPTANCE.

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

SECTION 6. OWNERSHIP OF DOCUMENTS.

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

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

SECTION 7. SERVICE PROVIDER'S BOOKS AND RECORDS.

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

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

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

SECTION 8. INDEPENDENT CONTRACTOR.

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

authority is expressly conferred under this Agreement or is otherwise expressly conferred in writing by City.

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

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

SECTION 9. STANDARD OF PERFORMANCE.

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

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

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

SECTION 11. PREVAILING WAGE LAWS

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

SECTION 12. NONDISCRIMINATION.

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

SECTION 13. UNAUTHORIZED ALIENS.

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

SECTION 14. CONFLICTS OF INTEREST.

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

(b) City understands and acknowledges that Service Provider is, as of the date of execution of this Agreement, independently involved in the performance of non-related services for other governmental agencies and private parties. Service Provider

is unaware of any stated position of City relative to such projects. Any future position of City on such projects shall not be considered a conflict of interest for purposes of this section.

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

SECTION 15. CONFIDENTIAL INFORMATION; RELEASE OF INFORMATION.

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

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

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

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

SECTION 16. INDEMNIFICATION.

(a) Indemnification for Professional Liability. Where the law establishes a professional standard of care for Service Provider's services, to the fullest extent permitted by law, Service Provider shall indemnify, protect, defend and hold harmless City and any and all of its officials, employees and agents ("Indemnified Parties") from and against any and all liability (including liability for claims, suits, actions, arbitration proceedings, administrative proceedings, regulatory proceedings, losses, expenses or costs of any kind, whether actual, alleged or threatened, including attorney's fees and costs, court costs, interest, defense costs, and expert witness fees) arise out of, are a consequence of, or are in any way attributable to, in whole or in part, any negligent or wrongful act, error or omission of Service Provider, or by any individual or entity for which Service Provider is legally liable, including but not limited to officers, agents, employees or sub-contractors of Service Provider, in the performance of professional services under this Agreement.

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

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

(d) Limitation of Indemnification. Notwithstanding any provision of this section to the contrary, design professionals are required to defend and indemnify the City only to the extent permitted by Civil Code Section 2782.8, which limits the liability of a design professional to claims, suits, actions, arbitration proceedings, administrative

proceedings, regulatory proceedings, losses, expenses or costs that arise out of, pertain to, or relate to the negligence, recklessness, or willful misconduct of the design professional. The term “design professional,” as defined in Section 2782.8, is limited to licensed architects, licensed landscape architects, registered professional engineers, professional land surveyors, and the business entities that offer such services in accordance with the applicable provisions of the California Business and Professions Code.

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

SECTION 17. INSURANCE.

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

SECTION 18. ASSIGNMENT.

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

SECTION 19. CONTINUITY OF PERSONNEL.

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

SECTION 20. TERMINATION OF AGREEMENT.

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

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

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

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

SECTION 21. DEFAULT.

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

SECTION 22. EXCUSABLE DELAYS.

Service Provider shall not be liable for damages, including liquidated damages, if any, caused by delay in performance or failure to perform due to causes beyond the control of Service Provider. Such causes include, but are not limited to, acts of God, acts of the public enemy, acts of federal, state or local governments, acts of City, court

orders, fires, floods, epidemics, strikes, embargoes, and unusually severe weather. The term and price of this Agreement shall be equitably adjusted for any delays due to such causes.

SECTION 23. COOPERATION BY CITY.

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

SECTION 24. NOTICES.

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

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

To Service Provider: FirstCarbon Solutions
Attn: Frank Coyle, Director
650 E. Hospitality Lane, Suite 125
San Bernardino, CA 92408

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

SECTION 25. AUTHORITY TO EXECUTE.

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

SECTION 26. ADMINISTRATION AND IMPLEMENTATION.

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

SECTION 27. BINDING EFFECT.

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

SECTION 28. AMENDMENT.

No amendment to or modification of this Agreement shall be valid unless made in writing and approved by the Service Provider and by the City. ~~The City Manager shall have the authority to approve any amendment to this Agreement if the total compensation under this Agreement, as amended, would not exceed the City Manager's contracting authority under the Hemet Municipal Code, with the exception that~~ The City Mmanager is authorized to approve amendments to this contract Agreement that increase the compensation to Service Provider, provided that the up to an additional compensation from all amendments does not exceed ten percent (10%) of the contract amount (8,000.00), as a contingency amount for additional tasks if needed, and does not require Council approval ~~total compensation stated in Section 4 of this Agreement.~~ All other amendments shall be approved by the City Council. The Parties agree that the requirement for written modifications cannot be waived and that any attempted waiver shall be void.

SECTION 29. WAIVER.

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

SECTION 30. LAW TO GOVERN; VENUE.

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

of litigation in a U.S. District Court, venue shall lie exclusively in the Central District of California, in Riverside.

SECTION 31. ATTORNEYS FEES, COSTS AND EXPENSES.

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

SECTION 32. ENTIRE AGREEMENT.

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

SECTION 33. SEVERABILITY.

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

SECTION 34. CONFLICTING TERMS.

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

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

CITY OF HEMET

Alex Meyerhoff
City Manager

ATTEST:

Sarah McComas
City Clerk

APPROVED AS TO FORM

Eric S. Vail
City Attorney

FirstCarbon Solutions

By: _____
Robert Francisco
Its: President

By: _____
Michele Carchman
Its: Vice President

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

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

ALL-PURPOSE ACKNOWLEDGMENT NOTARY FOR CALIFORNIA

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

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

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

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

WITNESS my hand and official seal.

Signature of Notary Public

OPTIONAL

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

CAPACIT(IES) CLAIMED BY SIGNER(S)

DESCRIPTION OF ATTACHED DOCUMENT

Signer's Name: _____

- Individual
Corporate Officer

Title(s)

- Partner(s) Limited
General

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

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

EXHIBIT "A"
SCOPE OF SERVICES

I. Service Provider will perform the following Services:

Project Initiation

Task 1: Project Initiation

FCS will develop an initial data needs list, coordinate with the client, and mobilize the Project Team. The FCS Senior Project Manager will attend one kickoff meeting with the City. The purpose of the meeting is to discuss project plans, identify data requirements, coordinate activities, and ensure that the deliverable schedule is consistent with the overall project timeline. FCS will also be prepared to discuss key issues of environmental concern related to the project. As part of this task, FCS will perform a project site reconnaissance to review site conditions vis-à-vis project plans.

Assumptions

FCS assumes that the City will provide the following information at the kick-off meeting:

- Phase lengths of construction, including any overlapping of phases
- Approximate start of construction and approximate start of operations
- Types and number of construction equipment anticipated
- On-site and off-site soil movement, in cubic yards (if any)
- Sustainability project design features

FCS will prepare a complete Project Description for the City's review and approval that clearly describes and illustrates the proposed development activity, required discretionary approvals, and other pertinent information. The approved project description will form the basis for evaluation of the project in the IS. If the project description changes after receiving approval to prepare the IS and MND/ND, separate authorization may be required.

Deliverables

- Kick-off meeting with City Staff and progress meetings or conference calls as applicable.

Technical Memorandums

This scope of work includes the preparation of technical memorandums for the analysis of AQ/GHG, Noise, Cultural, and Biological Resources, as described below. A standalone Traffic Impact Analysis will also be prepared by Kunzman Associates, Inc., as a subconsultant to FCS. FCS will summarize and incorporate all technical studies prepared for the project into the IS and MND/ND prepared for the project.

Task 2: Air Quality and Greenhouse Gas Analysis

The AQ/GHG analysis will include an evaluation of short-term (construction) and long-term (operation) impacts. The analysis will follow South Coast Air Quality Management District (SCAQMD) guidance. The analysis will be performed in accordance with the CEQA guidelines and applicable standards of local agencies. The analysis requires the following tasks.

Task 2.1: Compile Background Air Quality and Climate Change Information

The air quality analysis will contain background information, including a description of air pollutants and the regulatory environment for air quality. The report will describe the health impacts of the various air pollutants. The Specific Plan (project) will be reviewed for consistency with the General Plan and other regional planning documents. The greenhouse gas background information will include a description of greenhouse gases, the regulatory environment surrounding climate change and potential impacts of climate change. The project will be reviewed for consistency with the City's General Plan and other regional planning documents and for goals and policies that may relate to climate change.

Task 2.2: Estimate Air Pollutant and Greenhouse Gas Emissions

Construction and operation of the proposed project would generate air pollutants and GHG emissions. Emissions associated with construction and operation will be estimated using CalEEMod. Emissions of the following pollutants will be estimated: volatile organic compounds (VOCs), oxides of nitrogen, carbon monoxide, sulfur dioxide, particulate matter (PM₁₀ and PM_{2.5}), carbon dioxide, methane, and nitrous oxide. This task includes one round of comprehensive emissions modeling. Based on the project, this task assumes up to three modeling runs. *Major changes to the project features, design, schedule or other parameter(s) that precipitate revisions to the emissions modeling may warrant a budget augment.*

FCS will use thresholds of significance and the screening criteria in South Coast Air Quality Management District (SCAQMD) guidance documents.

A localized analysis would be prepared to assess project emissions on the nearby sensitive receptors. It is assumed that the SCAQMD look up tables will be utilized. *If it is discovered during the course of the scoping process and air quality analysis that the SCAQMD's look up tables would be inappropriate for determining impact significance, FCS will provide a separate scope of work and cost for preparing criteria pollutant dispersion modeling.*

If the project-specific traffic study reveals that peak intersection volume is less than 100,000 vehicles a day, localized CO impacts will be addressed qualitatively. If peak intersection volumes are greater than 100,000 vehicles per day, then a carbon monoxide hot-spot analysis will be conducted for up to three intersections with the highest potential for congestion using the California Department of Transportation Caline4 model and information from the project-specific traffic study. The project budget assumes screening analysis only. *CO Hotspot modeling would be considered additional services, if required.*

The analysis will assess odor exposure to nearby residents. The discussion will compare the project to the screening criteria and the SCAQMD and California Air Resources Board land use guidance and provide a qualitative analysis of the project's potential to generate an odor impact.

The project may result in increased TAC emissions related to construction equipment and diesel trucks visiting the site during operation of the proposed land uses. FCS will compare the increase in truck trips with siting recommendations identified by the California Air Resources Board (ARB) in its Air Quality and Land Use Handbook. Based on the size of the project it is assumed that daily number of truck trips would be under 100 per day and the project would pass the screening criteria. *This scope of work does not include a Health Risk Assessment. In addition, based on the CBIA vs BAAQMD California Supreme Court ruling evaluation of impacts of existing sources of TAC emissions on new sensitive receptors is not*

required under CEQA. In the event that the project exceeds the ARB siting criteria or if required by the City, FCS would prepare a Health Risk Assessment as an additional service.

Greenhouse gas emissions will be evaluated in comparison to the SCAQMD's significance determination guidance for greenhouse gas emissions associated with construction and operation of the proposed project. FCS would model the project greenhouse gas emissions using the latest version of CalEEMod. FCS will prepare a consistency analysis with applicable GHG thresholds. FCS will also compare the project's amortized construction emissions and operational emissions to the SCAQMD bright line threshold for this type of project of 3,000 metric tons of carbon dioxide equivalent (MTCO_{2e}) emissions per year. The analysis will also address the recent State Supreme Court ruling on the Newhall Ranch project and will utilize current approved methods for quantifying GHG impacts. *Changes to the project that occur after completing the analysis that require re-modeling will be considered additional work that is not covered by this scope of work.*

Task 2.3: Significance Finding/Mitigation Measures

FCS will make a significance finding before and after mitigation for potential impacts. If the project exceeds criteria pollutant or greenhouse gas emission thresholds, FCS will identify mitigation measures that would reduce criteria pollutants and/or greenhouse gas emissions. Measures from the CalEEMod mitigation component will be used to reduce project emissions, if needed. Any design features and mitigation measures included in the project will be discussed in the analysis. This technical analysis will be directly incorporated into the IS and MND/ND, with modeling data being placed in the Appendices. This task does not include the preparation of a separate, standalone technical report.

Task 3: Noise Impact Analysis

FCS will prepare a noise impact analysis for the proposed Specific Plan (project) that responds to the Initial Study Checklist questions pertaining to noise. The noise impact analysis will include an analysis of potential short-term construction and long-term operational noise impacts to noise-sensitive receptors in the project vicinity.

To evaluate the proposed project's potential noise impacts, the assessment will identify applicable noise regulations and thresholds of significance. The existing noise conditions within the Specific Plan area will be documented through traffic noise modeling and ambient noise measurements (up to six short-term measurements) to establish the baseline daytime ambient noise environment conditions for comparison to the City's land use noise standards. The potential noise and vibration impacts associated with project construction will be quantified, and mitigation measures consistent with best management practices will be included as needed. A quantitative assessment of noise impacts related to project-related vehicular trips will be performed. Impacts from potential stationary noise sources that could result from implementation of the project, such as parking lot activities and new mechanical equipment, will be quantified. Mitigation measures to reduce any potential long-term operational noise impacts will be identified as needed.

This technical analysis will be directly incorporated into the IS and MND/ND, with modeling data being placed in the Appendices. This task does not include the preparation of a separate, standalone technical report.

Task 4: Cultural Resources Technical Memorandum

FCS will prepare an updated Cultural Resource Analysis for the proposed Specific Plan area through a review of previously conducted, publicly available, large-scale historic and archaeological investigations. In addition, a new confidential records search for the entire Specific Plan area will be conducted at the Eastern Information Center, located at the University of California, Riverside. Additional local historical societies and databases will also be consulted to ensure that all available information has been obtained. Sources likely to be reviewed or consulted include, but are not limited to the following:

- Cultural Resources Technical Background Report, City of Hemet, General Plan Update, prepared by Applied Earthworks in 2006;
- Final Environmental Impact Report (FEIR) for the 2030 City of Hemet General Plan, prepared by AECOM in 2012;
- The California Historic Resources Inventory System (CHRIS) database;
- The California Point of Historical Interest (CPHI) of the Office of Historic Preservation, Department of Parks and Recreation;
- The California Historical Landmarks (CHL) of the Office of Historic Preservation, Department of Parks and Recreation;
- The California Register of Historical Resources (CR);
- The National Register of Historic Places (NR);
- City of Hemet historical Archives;
- Hemet Historical Society records.

Task 4.1: Pedestrian Surveys and Updated Historical and Archaeological Sensitivity Determinations

Previously conducted cultural resources investigations encompassing the whole of the City of Hemet (see AECOM's and Applied Earthworks' reports, cited above) have already identified areas that are regarded as historic districts or have a particularly high sensitivity for historical resources. As the information used to make determinations within these earlier reports is now roughly 10 years old, new sensitivity determinations should be proposed for the Specific Plan area, focusing only on those resources and districts within. This will account for the inclusion of historic structures that may have not been considered of an historic age at the original time of investigation but are now more than 45 years old.

As the Specific Plan area includes the Historic Downtown area, as well as known historic resources such as the Hemet Stock Farm, it is assumed that historic sensitivity within the project area will be relatively high. The initial historic sensitivity determinations can be made through a review of the above detailed databases as well as historic aerial photography and maps stored on the Nationwide Environmental Title Research database (NETR). In order to better assess particular areas of concern or specifically significant historic resources/districts, pedestrian surveys will be conducted for regions of high sensitivity.

There are very few, if any, exposed native soils within the Specific Plan area, so the pedestrian surveys will be largely focused on the identification of historic features and areas. However, archaeological sensitivity

determinations discussing the potential for encountering subsurface materials will be made by utilizing the results of the CHRIS records search.

Sensitivity maps will be produced for the entire Specific Plan area. In addition to illustrating general areas of high historic potential, any resources known to be recorded on the CPHI, CHL, CR, NR, or local registries will be specifically identified.

While it will not be the intent of this study to identify or record every potential historic structure or resource within the Specific Plan area, this investigation will provide contextual background and a framework for the level of scrutiny that should be required by future project-specific assessments.

Task 4.2: Cultural Resources Technical Memorandum

The results of the previous literature reviews, the updated records searches, the local database inventory searches, additional historic outreach, and the newly developed sensitivity maps will be incorporated into a Cultural Resources Technical Memorandum that can be used to support cultural resources determinations within the Initial Study for the Proposed Downtown Hemet Specific Plan (SP 16-001) and General Plan Amendment (GPA 16-001).

Deliverable

- One electronic copy in PDF format.

Task 5: Biological Resources Technical Memorandum

FCS's biological resources analysis will focus on a current review of publicly available existing information regarding the Specific Plan area and vicinity to identify protected biological resources that may be present, including species listed as endangered or threatened under the state and federal Endangered Species Acts, wetlands or other sensitive natural communities, rare plants, etc. Existing information such as maps, aerial photographs, documents, and correspondence relative to the Specific Plan area will be reviewed and analyzed. Data to be reviewed includes, but is not limited to the following:

- Existing documentation and studies of the biological resources within the Specific Plan area and vicinity;
- The Federal Register listing package for each federally listed endangered or threatened species potentially occurring in the Specific Plan area;
- The California Department of Fish and Wildlife (CDFW) Annual Report on the status of California's listed threatened and endangered plants and animals;
- Literature pertaining to habitat requirements of special-status species potentially occurring in or adjacent to the Specific Plan area, including the CDFW's California Wildlife Habitat Relationships (CWHR) system;
- California Natural Diversity Data Base (CNDDB) information regarding sensitive habitat areas, and special-status plant and wildlife species potentially occurring in and adjacent to the Specific Plan area;
- California Native Plant Society Electronic Inventory (CNPSEI) information regarding special-status plant species potentially occurring within the Specific Plan area; and

- United States Geological Service (USGS) topographic maps and current aerial photos, which will be reviewed for evidence of United States Army Corps of Engineers (USACE), state and/or CDFW jurisdictional special aquatic areas pursuant to Section 404 and 401 of the Clean Water Act, the Porter Cologne Water Quality Act, and Section 1602 of the California Fish and Game Code.

Resource agencies, including but not limited to the U.S. Fish and Wildlife Service (USFWS) and CDFW, who have jurisdiction over the natural resources potentially located within the Specific Plan area, will be contacted for updated information pertinent to the project. These informal consultations will only include a request of known occurrences of sensitive biological resources in the general area and will not disclose potentially confidential information about the proposed project.

A Biological Resources technical memorandum will be prepared that evaluates the existing biological resources within the Specific Plan area. This task will provide sufficient documentation to be considered a habitat assessment for special-status plant and wildlife species to support the CEQA findings and mitigation requirements.

Following the review of existing information, a reconnaissance-level survey of the Specific Plan area will be conducted. FCS will identify the general biological resources and document existing plant communities and other pertinent biological features. The general distribution of plant communities and existing site conditions will be mapped. The field survey will focus on determining suitable habitat for sensitive plant and wildlife species as well as any sign of wildlife movement through the area. Photos will be taken to document the biological resources that are present.

General locations of sensitive biological resources identified during the survey will be mapped with the aid of topographic maps, GPS units (Trimble R1), and current aerial photographs. Sensitive biological resources include any plants, animals, or habitats considered rare, endangered, threatened, sensitive, or otherwise unique by government agencies, such as CDFW and USFWS, or recognized conservation organizations, such as the CNPS. Suitable habitat for special-status plants, animals, or sensitive habitats within the Specific Plan area will be determined and mapped and considered in the biology section of the IS and MND/ND for potential project related impacts and mitigation measures.

Using recent aerial photographs, FCS will also identify the features that are potentially subject to the jurisdiction of the United States Army Corps of Engineers (USACE), Regional Water Quality Control Board (RWQCB), and CDFW within the Specific Plan area. *This scope of work does not include a formal field jurisdictional delineation of the Specific Plan area (i.e., mapping of ordinary high water mark, defined bed and bank) of the existing potential jurisdictional waters/wetlands (USACE, RWQCB, and CDFW).*

Deliverable

- One electronic copy in PDF format.

Task 6: Traffic Impact Analysis

As a subconsultant to FCS, Kunzman Associates, Inc. will prepare a Traffic Impact Analysis for the project. A formal traffic study scoping document will be submitted to City staff for review and approval prior to commencement of the traffic analysis. The following scope of work represent the services necessary to complete the Traffic Impact Analysis.

Task 6.1: Determine Scope of Traffic Impact Analysis with Governmental Agency

KA will conduct the following tasks to determine the scope of the Traffic Impact Analysis:

- Meet with the City/project team to discuss the study approach.
- Assess adjacent roadway general plan classifications, intersection spacing criteria, and driveway spacing criteria.
- Propose project trip generation rates based upon the Institute of Transportation Engineers, Trip Generation Manual, 9th Edition, 2012.
- Propose project trip distribution and assignment based upon anticipated trip patterns for the proposed development.
- Determine the study area, including intersections to be analyzed.
- Identify other development projects and ambient traffic growth rate to use in the traffic impact analysis.
- Prepare a proposed scoping agreement/memorandum of understanding for the traffic impact analysis, including scenarios and methodology, for governmental agency approval.
- Interact with governmental agency staff and finalize traffic impact analysis scoping agreement/memorandum of understanding as needed.

Task 6.2: Inventory Existing Roadway Conditions and Collect Existing Peak Hour Intersection Turning Movement Volume Data

KA will procure weekday morning/evening peak period intersection turning movement counts at up to 15 study area intersections, as necessary; obtain up to ten 24-hour two-way roadway link counts, as necessary; conduct a field inventory of (1) intersection traffic control devices, (2) intersection approach lanes, and (3) roadway link through travel lanes in the study area; and review existing pedestrian, bicycle, and transit facilities in the study area.

Task 6.3: Determine Existing Plus Project Traffic Volumes

KA will assign project trip generation and project trip distribution; calculate existing plus project peak hour intersection turning movement traffic volumes at study area intersections; and calculate existing plus project daily traffic volumes on study area roadway links.

Task 6.4: Determine Cumulative Traffic Volumes for General Plan Buildout Conditions, Without Project

KA will determine buildout future traffic volumes based upon the 2012 General Plan FEIR provided by the City of Hemet; calculate buildout future peak hour intersection turning movement traffic volumes at study area intersections without project traffic; and calculate buildout future daily traffic volumes on study area roadway links without project traffic.

Task 6.5: Determine Cumulative Traffic Volumes for General Plan Buildout Conditions, With Project

KA will calculate buildout future peak hour intersection turning movement traffic volumes at study area intersections with project traffic; calculate buildout future daily traffic volumes on study area roadway links with project traffic; and conduct peak hour evaluations of traffic signal warrants.

Task 6.6: Prepare Traffic Impact Analysis

KA will perform the following tasks during the preparation of the Traffic Impact Analysis:

- Analyze existing intersection performance based on the Highway Capacity Manual delay methodologies.
- Analyze existing plus project traffic volumes to determine intersection operation performance.
- Determine traffic improvements needed to serve the above traffic scenario.
- Analyze buildout future traffic volumes to determine intersection operation performance without project traffic.
- Determine traffic improvements needed to serve the above traffic scenario without project traffic.
- Analyze buildout future traffic volumes to determine intersection operation performance with project traffic.
- Determine traffic improvements needed to serve the above traffic scenario with project traffic.
- Review funding sources for study area circulation improvements, including funded improvements.
- Prepare a draft traffic impact analysis that incorporates findings and all supporting calculations and assumptions. The traffic impact analysis will be stamped and signed by a Registered Engineer in the State of California.

Deliverable

- One electronic copy in PDF format.

Environmental Documentation

Task 7: Initial Study and Mitigated Negative Declaration/Negative Declaration

FCS has identified the following tasks associated with the preparation of the IS and MND/ND. FCS anticipates that mitigation will be required to reduce impacts to less than significant levels, but if mitigation is not warranted then FCS will proceed with an ND. FCS does not anticipate any significant and unavoidable impacts that could lead to the preparation of an EIR. Nonetheless, this cannot be determined until the technical studies/memorandums have been prepared for the project.

Task 7.1: Administrative Draft IS and MND/ND

In addition to the project-specific technical studies identified above, and the information provided to FCS at the project initiation/kick-off meeting, FCS will assemble all pertinent data provided by the City and any other responsible agency essential for preparation of the CEQA IS and MND/ND, as well as any other appropriate informational documents prepared for projects in the vicinity. The IS and MND/ND must include a detailed project description (as outlined within Task 1, above) based on the proposed plans and program information provided by the City. The project description will be used by FCS to determine the potential environmental effects of project implementation and to identify appropriate mitigation measures, if any are required. FCS will also work with the City departments to secure appropriate conditions of approval and expeditiously guide the project through the CEQA process.

Aesthetics, Light, and Glare—Surrounding land uses and settings are primarily Residential but also include Commercial, Light Industrial, and Educational Facilities uses. FCS will evaluate the existing aesthetics, light, and glare conditions within and near the Specific Plan area and evaluate potential impacts that may occur from the proposed project. The proposed project’s aesthetic impacts will be evaluated through the use of ground-level photographs and architectural elevations, if available. Visual impacts will be assessed in terms of visibility, alteration of the visual setting, and sensitivity of viewpoints. Potential glare impacts from operation of the proposed project, including scale and illumination in relation to existing development, will also be evaluated. Photo-simulations are not proposed.

Agriculture and Forestry Resources—There are no agriculture or forest resources in the Specific Plan area. This issue will be briefly discussed.

Air Quality/Greenhouse Gas—An evaluation of construction and operational air quality and greenhouse gas emissions will be prepared. A localized and regional analysis will be prepared in accordance with the SCAQMD. FCS will incorporate this information into the IS and MND/ND. The construction and operational assumptions and model runs will be provided in the technical appendices.

Biological Resources—FCS will utilize information regarding biological resources in the Biological Assessment Memorandum to document current conditions and potential impacts. FCS will incorporate this information into the IS and MND/ND.

Cultural Resources—The results of the previous literature reviews, the updated records searches, the local database inventory searches, additional historic outreach, and the newly developed sensitivity maps will be incorporated into a Cultural Resources Technical Memorandum that can be used to support cultural resources determinations within the IS and MND/ND for the Proposed Downtown Hemet Specific Plan (SP 16-001) and General Plan Amendment (GPA 16-001).

Geology and Soils—The Specific Plan area and the surrounding region are subject to periodic strong seismic ground shaking from earthquakes. However, development of the project would require approved entitlements and building and safety permits. The entitlement and permit process requires review of grading plans, soil reports, and other documents to ensure the ground is suitable to support proposed structures. Approval and construction of the proposed project requires compliance with City ordinances and adopted guidelines and policies and the State’s General Construction Storm Water Permit.

In addressing these issues, FCS will utilize information in the City’s General Plan FEIR, assume project compliance with adopted City regulations and General Construction Storm Water Permit requirements, and include best management practices to minimize and control erosion and sedimentation impacts.

Hazards and Hazardous Materials—FCS will evaluate the hydrologic and water quality conditions within the Specific Plan area based on information in the City’s General Plan FEIR. The City’s General Plan FEIR is expected to provide an analysis of the potential for the proposed project to create significant public safety hazards or expose humans or the environment to hazardous materials by addressing issues such as the past usage of the Specific Plan area, the presence of hazardous materials in the area, and potential hazards within the Specific Plan area and vicinity. The City’s General Plan FEIR will be used to prepare the Hazards and Hazardous Materials section of the IS and MND/ND. In addition, this section of the IS

and MND/ND would evaluate potential impacts associated with routine use and transport of hazardous materials within the Specific Plan area, aviation issues including compliance with the Hemet Airport ACLUP, emergency response, and wildland fires.

Hydrology and Water Quality—FCS will evaluate the hydrologic and water quality conditions within the Specific Plan area based on information in the City’s General Plan FEIR.

Land Use—Adopting the amended Downtown SP will also require minor amendments to the existing General Plan Land Use Element and Circulation Element. Industrial (I) General Plan Land Use designations will be modified to Community Commercial (CC) and Low Density Residential (LDR) Uses. Some existing Medium Density Residential (MDR) and School Uses will also be converted to CC uses. Some of the existing LDR uses will be re-designated for MDR and Office Professional (OP) uses. The Bikeway Circulation Plan of the GP’s Circulation Element must be amended to include a Class 1 Bikeway in AT&SF R.O.W., a Class 2 Bikeway in Oakland Avenue, and Class 3 Bikeways in Buena Vista and Santa Fe streets.

FCS will review the policies and plans that are applicable to the proposed project (i.e., City of Hemet General Plan, and the City of Hemet Zoning Ordinance) and determine the proposed project’s consistency with these policies and plans. Project consistency with relevant policies of the City of Hemet General Plan will be evaluated in a matrix. Project compliance with City’s Zoning Ordinance development standards will also be analyzed.

Mineral Resources—The Specific Plan area is largely developed and no mineral resources are known to occur; therefore, this issue will be briefly discussed in the IS and MND/ND.

Noise—FCS will perform short-term ambient noise monitoring at up to four locations in the project vicinity in order to establish the daytime existing noise environment for comparison to the City’s land use and compatibility standards. The noise analysis will include an evaluation of both short-term construction, and long-term operational noise impacts. The noise evaluation information will be incorporated into the IS and MND/ND, and the supporting data will be included in the appendices.

Population and Housing—Proposed amendments to the Specific Plan and General Plan will allow for the addition of medium density housing within the SP area. FCS will assess anticipated impacts and recommend appropriate mitigation measures, if applicable.

Public Services—FCS will evaluate the potential impacts on police protection and fire protection from project implementation. For police and fire services, FCS will consult with the affected service providers to assess the potential impacts of the proposed project. FCS will assess anticipated impacts and recommend appropriate mitigation measures if applicable.

Recreation—The designated park/recreation use in the Specific Plan area will be retained; therefore, this issue will be briefly discussed in the IS and MND/ND.

Traffic and Transportation—A traffic impact analysis will be prepared and the results of this analysis will be incorporated into the IS and MND/ND. The traffic study shall consider baseline and build-out conditions under the 2012 General Plan FEIR.

Utilities—FCS will utilize the Arroyo Group Consultant Team’s background technical studies on the existing and required water, sewer, and storm drain systems required to service the Downtown Specific Plan area at estimated build-out. If necessary, FCS will also coordinate with City staff and/or public utility providers to determine the current levels of service and the project’s potential impact on these existing services. FCS will incorporate the public utilities information into the IS and MND/ND.

FCS will prepare an Administrative IS and MND/ND for City staff review that analyzes the construction-period and operational impacts of the proposed project and explains why these potential impacts will be less than significant with or without mitigation (to be determined). The IS and MND/ND format will include separate sections for the discussion of each Environmental Checklist impact category, and it will be adequately supported by exhibits (including color GIS mapping, as appropriate). FCS will provide one electronic version of the Administrative Draft IS and MND/ND to the City via e-mail. FCS assumes that the draft will be reviewed and returned within two weeks of submission. Potential comments on the IS and MND/ND would be addressed within the Screencheck Draft task, below.

Deliverables

- Five (5) bound copies of Administrative Draft IS and MND/ND with necessary technical studies and reports to supplement the General Plan 2030 FEIR analysis.
- Mitigation measures and recommendations for identified areas of potential impact.

Task 7.2: Screencheck Draft IS and MND/ND

Following receipt of one consolidated set of comments on the Administrative Draft IS and MND/ND, FCS will prepare the Screencheck Draft IS and MND/ND that will show tracked changes. If necessary, FCS will also provide a matrix explaining how more substantive City comments have been addressed in the Screencheck Draft IS.

Deliverables

- Five (5) bound copies of Screencheck Draft IS and MND/ND with necessary technical studies and reports to supplement the General Plan 2030 FEIR analysis.

Task 7.3: Public Draft IS and MND/ND

Following receipt of any City comments on the Screencheck Draft IS and MND/ND, FCS will finalize the Public Draft IS and MND/ND for distribution to the City, State Clearinghouse, agencies, and interested stakeholders. FCS will prepare and provide copies of the Draft IS and MND/ND to the City, State Clearinghouse, and other applicable parties (up to 30 addresses). Technical studies and output files prepared by FCS will be included as appendices to the Draft IS and MND/ND for distribution. To reduce document production and distribution costs, the IS and MND/ND and technical appendices will be provided on a CD along with one electronic copy of the IS and MND/ND each in PDF and Word formats.

FCS will also mail the Notice of Intent to Adopt an ND or MND (NOI) to all of the parties listed above, along with any other interested parties or agencies on the City-provided mailing list (up to 30 addresses). FCS will provide 20 bound copies (with appendices on CD), and one electronic copy each in PDF and Word formats of the Draft IS and MND/ND to the City. FCS anticipates providing agencies with the IS and

MND/ND and NOI on CD, and the State Clearinghouse (SCH) with one hard copy of the NOI, NOC, and IS and MND/ND as well as 15 copies of these documents on CD for the State Clearinghouse to distribute to applicable state agencies.

Deliverables

- Technical Studies/memoranda/output files/appendices on CD
- 20 bound copies of Public Hearing Draft IS and MND/ND
- One (1) electronic copy in PDF format
- One (1) electronic copy in MS Word format
- CD copies of the IS and MND/ND and Appendices as needed for transmittal to public agencies
- NOI, NOC, draft newspaper notice for local publication (20 hardcopies and electronic).
- Circulation of the Final IS and MND/ND to the State Clearinghouse and all applicable agencies

Task 7.4: Response to Comments and Final IS and MND/ND

Following the receipt of comments on the Public Draft IS and MND/ND, FCS will prepare a written “response to comments” document that addresses any substantive comments received by the City on the Public Draft IS and MND/ND. The response to comments document will reproduce the written comments and provide responses to each significant concern raised therein, and will ultimately be a part of the Final IS and MND/ND. If minor edits or changes are needed for the IS and MND/ND, FCS will provide an additional section containing *Changes to the MND/ND*. FCS will provide a draft version of the Final IS and MND/ND document for review and comment by the City. Upon receipt of City comments, FCS will finalize the Final IS and MND/ND document. FCS assumes one review cycle will be sufficient for this task, but has included an additional review cycle within this task should follow-up comments or questions be received. Once finalized, FCS will circulate the Final IS and MND/ND to the State Clearinghouse and all applicable agencies.

Deliverables

- One electronic version of the Draft Response to Comments document
- One hard copy of the Final Response to Comments document
- Ten (10) bound copies of the Final IS and MND/ND
- One (1) unbound reproducible copy of the Final IS and MND/ND
- One (1) electronic copy in PDF format of the Final IS and MND/ND, and
- One (1) electronic copy in MS Word format of the Final IS and MND/ND

Task 7.5: Mitigation Monitoring and Reporting Program

If an MND is prepared for the project, FCS will prepare a Mitigation Monitoring and Reporting Program (MMRP) pursuant to CEQA Guidelines Section 15097. The MMRP will contain all mitigation measures identified in the IS/MND (or *Changes to the IS/MND* in the *Response to Comments* document) and it will provide columns for necessary actions, timing, and parties responsible for verification. The draft MMRP will be provided after the Draft IS/MND is submitted for circulation. FCS will update the MMRP and re-submit to the City if any changes are warranted based on the public/agency comments.

Deliverables

- One electronic copy of the MMRP in Word and PDF formats

Task 7.6: Notice of Determination

FCS will prepare the Notice of Determination (NOD) and will file it with the San Bernardino County Clerk's Office within five business days of IS and MND/ND certification. As indicated in this scope of work, FCS will be responsible for filing the NOD and the City will be responsible for paying the associated filing fees. FCS recommends filing the NOD as soon as possible after the IS and MND/ND is adopted, in order to reduce the possibility of legal challenges. The project may be eligible to file a Notice of No Effect with the CDFW; however, this will only be determined once impacts to biological resources have been sufficiently analyzed.

Deliverables

- NOD (three hard copies, two web-friendly electronic format original and PDF copies).
- Preparation and submittal of all necessary documentation to the CDFW and responsible agencies.

Task 8: Meeting Attendance

FCS has extensive experience in public outreach programs and scoping, including public participation programs and public hearings. FCS will be present at public meetings and hearings to develop an understanding of the public's comments and concerns, be available to answer questions on environmental issues, and make presentations on the IS and MND/ND.

FCS's role is as follows:

- In addition to the project orientation/kick-off meeting described above under Task 1, FCS will attend five project coordination meetings (two in-person meetings and three teleconference meetings) with City staff throughout the IS and MND/ND process.
- FCS will also be present at up to three (3) public meetings/hearings to develop an understanding of the public's comments and concerns and answer questions on environmental issues, as directed by City staff. Meeting graphics depicting the project and other project description materials are assumed to be provided by the City staff in drafting staff reports and recommendations to the Planning Commission and City Council. It is assumed that these meetings will include two (2) public hearings (i.e., Planning Commission or City Council). The allocations of meetings can be altered by mutual agreement. FCS may attend additional meetings on a time-and-materials basis, with prior authorization from the City.

Deliverables

- Attendance at the public hearing meetings and presentation of draft environmental analysis, findings, and mitigation.

Task 9: Project Management and Coordination

Communication is key to a successful project. FCS is firmly committed to developing and maintaining close working relationships with City staff. Emphasis on communication, as well as involvement of FCS principals and senior staff in all projects, results in performance that satisfies project objectives, government requirements, and project needs. FCS will place top priority on working as a partner with City staff and other project team members during environmental processing of the project. We will help anticipate controversial issues, devise solutions, and provide expert environmental compliance consultation services to the City. Understanding the City's objectives and ensuring they are reflected in the environmental review and analyses are key aspects of our approach. This scope of work assumes

regular interaction with City staff and other project team members, as necessary, and requires frequent information sharing among project team members. This task will be undertaken by Frank Coyle and/or Charles Holcombe as the management team for this endeavor. This task also includes regular budget performance review, invoicing, and project progress assessments by the FCS management team.

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

Number of Sets	Deliverables	Estimated Delivery
Draft IS and MND/ND		
5	Bound copies of the Administrative Review Draft	Week 8
5	Bound copies of the Screencheck Review Draft	Week 11
20	Bound copies of the Public Hearing Draft	Week 12
1	Electronic copy in PDF format	Week 12
1	Electronic copy in MS Word format	Week 12
30	CD copies of the Public Hearing Draft IS and MND/ND and Appendices as needed for transmittal to public agencies.	Week 12
20	Hard copies of the Notice of Intent, Notice of Determination, Agency Notices, Public Hearing Notices, as well as electronic versions	To be determined
Final IS and MND/ND and MMRP (if required)		
1	Electronic copy of the Draft Response to Comments document	Week 20
1	Electronic and hard copy of the Final Response to Comments document	Week 20
10	Bound copies of Final IS and MND/ND	Week 20
1	Unbound reproducible copy of Final IS and MND/ND	Week 20
1	Electronic copy of Final IS and MND/ND in PDF format	Week 20
1	Electronic copy of Final IS and MND/ND in MS Word format	Week 20
1	Electronic copy of the MMRP in Word and PDF formats	Week 20
3	Hard copies of NOD	To be determined
2	Web-friendly electronic format original and PDF copies of NOD	To be determined
1	County Clerk Notice Posting (within 5 days of approval)	To be determined

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 Status Reports

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

Work Products/Milestones	Estimated Week of Completion
Project Initiation	Week 1
Prepare Project Description	Week 1
Prepare Technical Studies/Memoranda	
Receive any comments on Technical Studies/Memoranda Resubmit Technical Studies/Memoranda Final comments from City on Studies/Memoranda	Week 4-Week 6
Prepare Administrative Draft IS and MND/ND	
(Submit Administrative Draft IS and MND/ND to City Staff) Receive Comments on 1 st Screencheck IS and MND/ND (two weeks later)	Week 10
Prepare Screencheck Draft IS and MND/ND	
(Submit Screencheck Draft IS and MND/ND to City Staff) Receive Circulation Approval of Draft IS—MND/ND	Week 13
Public Draft IS and MND/ND	
Begin 30-Day Public Review Period End 30-Day Public Review Period	Week 14
Prepare Responses to Comments and Final IS and MND/ND	Week 20
Prepare Mitigation Monitoring Program	Week 20
Meeting Attendance	To be determined

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

- A. Frank Coyle, Project Director
- B. Charles Holcombe, Senior Project Manager
- C. Elizabeth Westmoreland, Assistant Project Manager
- D. Tracy Inscore, Quality Assurance/Control Manager
- E. Philip Ault, Air Quality/Greenhouse Gas/Noise Specialist
- F. George Lu, Air Quality/Greenhouse Gas/Noise Specialist
- G. Brian Mayerle, Natural Resources Specialist
- H. Coral Eginton, Cultural Resources Specialist
- I. John DeMartino, Geographical Information Systems Specialist
- J. Edward Livingston, Publications Specialist
- K. Ericka Rodriguez, Publications Specialist

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

- A. William Kunzman, Traffic/Transportation Specialist
- B. Carl Ballard, Traffic/Transportation Specialist
- C. Giancarlo Ganddini, Traffic/Transportation Specialist

**EXHIBIT "B"
COMPENSATION**

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

A. Project Director	\$260/hour
B. Project Manager	\$145/hour
C. Assistant Project Manager	\$100/hour
D. Quality Assurance/Control Manager	\$190/hour
E. Air Quality/Greenhouse Gas/Noise Specialist	\$155/hour
F. Natural Resources Specialist	\$180/hour
G. Cultural Resources Specialist	\$125/hour
H. Geographical Information Systems Specialist	\$140/hour
I. Publications Specialist	\$95/hour

II. Service Provider may utilize sub-contractors as indicated in this Agreement. The hourly rate for any subcontractor is not to exceed \$150 per hour without written authorization from the City Manager or his designee.

III. The total compensation for the Services shall not exceed \$80,330, as provided in Section 4 "Compensation and Method of Payment" of this Agreement, unless additional compensation is approved under Sections 26 and 28 of the Agreement.

EXHIBIT "C" INSURANCE

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

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

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

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

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

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

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

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

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

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

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

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

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

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

2. Commercial General Liability and Automobile Liability Coverages.

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

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

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

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

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

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

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

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

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

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

AGENDA # 15



Staff Report

TO: Honorable Mayor and Members of the Hemet City Council

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

DATE: July 26, 2016

RE: Renewal of Annual Support and Maintenance for West Covina Service Group Public Safety Dispatch/Records Software.

RECOMMENDED ACTION:

It is respectfully requested that the City Council:

1. Approve the annual support and maintenance for continued use of the West Covina Service Group CAD/RMS system in the amount of \$113,500 and,
2. Authorize the City Manager to approve purchase orders in support of this purchase.

BACKGROUND:

On June 14, 2011 the City Council approved a professional services agreement between the City of Hemet and West Covina Service Group for CAD/RMS Services. This agreement replaced an aged IBM AS/400-based computer aided dispatch (CAD) and records management system (RMS) system produced by HTE/Sunguard.

The West Covina Service Group (WCSG) solution provides software-as-a-service (SaaS) CAD/RMS services for the Police and Fire Departments. As a hosted solution there is very little infrastructure to maintain on premise. This has allowed City Staff to focus on other priorities within the departments.

Converting to the West Covina Service Group CAD/RMS solution has brought several technical enhancements to the Public Safety Departments. One of those, Automatic vehicle location (AVL) has increased operational efficiency and safety through monitoring the location of public safety vehicles throughout the City.

Both Police and Fire Departments continue to incorporate features of the WCSG software into their operations, enhancing productivity and efficiency through the use of technology. They remain pleased with the service provided by the West Covina Service Group and intend to continue this relationship in the foreseeable future.

FISCAL IMPACT:

Funding for annual support and maintenance of West Covina Service Group CAD/RMS software in the amount of \$113,500 is budgeted in FY 16/17 in Fund 680-1930-2265 (Information Technology – Software Maintenance).

Respectfully submitted,

Fiscal Review:



Scott Underwood
I.T. Supervisor



Jessica A. Hurst
Deputy City Manager/
Administrative Services

Attachment(s): City of West Covina Invoice #011108; West Covina Service Group Invoice #51 (detail)



**CITY OF WEST COVINA
 FINANCE DEPARTMENT
 1444 WEST GARVEY AVENUE, ROOM 308
 WEST COVINA, CA 91790
 (626) 939-8434**

INVOICE NO. 011108

DUE DATE	7/1/2016
CUSTOMER NO.	12111
AMT DUE	113,500.00

HEMET, CITY OF
 ATTN: ACCOUNTS PAYABLE
 445 E FLORIDA AVE
 HEMET, CA 92543

AMOUNT PAID _____

MAKE CHECKS PAYABLE TO THE CITY OF WEST COVINA
 PLEASE DETACH AND RETURN WITH YOUR REMITTANCE

DESCRIPTION	AMOUNT
FY 2016-2017 Annual Maintenance Fees	113,500.00
See attached West Covina Service Group invoice #51 for detail descriptions	
(Finance Use Only: CR GL#375.12100)	
Total Amount Due:	113,500.00
CUSTOMER NO.12111 INVOICE NO 011108 DUE DATE 07/01/2016 PAYABLE UPON RECEIPT	113,500.00

Please Remit to: CITY OF WEST COVINA
 FINANCE DEPARTMENT
 1444 WEST GARVEY AVE SO.
 WEST COVINA, CA 91790

West Covina Service Group

Invoice

Phone # (626) 939-8528 travis.tibbetts@wcpd.org
 Fax # (626) 939-8664 www.wcsg.net

DATE	INVOICE #
3/24/2016	51

BILL TO
Hemet Police Department 450 E. Latham Hemet, CA 92543

DUE DATE	PO NUMBER	FISCAL YEAR
7/1/2016		2016-2017

QTY	ITEM	DESCRIPTION	RATE	AMOUNT
1	Processing	Annual Processing Fee (population 50,000 to 100,000)	50,000.00	50,000.00
1	Maintenance	CAD/RMS Annual Maintenance Fees	40,000.00	40,000.00
1	Externals	Annual Externals Maintenance Fees	10,000.00	10,000.00
1	MDT Maint	MDT Annual Maintenance Fees	10,000.00	10,000.00
1	Coplogic Interface	Annual Coplogic Interface Maintenance Fees	750.00	750.00
1	PST Maintenance	PST Radcom Server & Radcom Client Maintenance	2,750.00	2,750.00

Please remit to: City of West Covina Finance Dept.
1444 W. Garvey Ave
West Covina, CA 91790

Subtotal	\$113,500.00
Sales Tax (8.75%)	\$0.00
Total	\$113,500.00
Balance Due	\$113,500.00

AGENDA # 16



Staff Report

TO: Honorable Mayor and Members of the Hemet City Council

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

DATE: July 26, 2016

RE: Service Agreement with Time Warner Cable to provide Enhanced Internet Access at the Hemet Police Department.

RECOMMENDED ACTION:

It is respectfully requested that the City Council approve and authorize the City Manager to execute a three-year service agreement with Time Warner Cable for enhanced fiber optic internet access at the Hemet Police Department.

BACKGROUND:

In late 2012, the City of Hemet Police Department acquired internet connectivity through Time Warner Cable. This connectivity, part of the West Covina Service Group project, provides dedicated internet access in support of network separation required by the Department of Justice (DOJ) and FBI's Criminal Justice Information Services Division (CJIS).

Upon initial installation, the City of Hemet Police Department and City of Hemet Information Technology Division determined PD's average internet bandwidth usage at under 10Mbps. While the agreement with Time Warner was set at this speed, all hardware (City-owned and Time Warner provided) was required to be upgradeable to at least 100Mbps. This would allow both sides to increase capacity with minimal downtime.

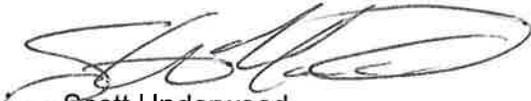
Due to increased reliance on internet-based resources, the City of Hemet Police Department is now using the entire 10Mbps internet bandwidth. New law enforcement technology, such as body cameras, video surveillance systems and increased accessibility to dispatch data require substantially more internet bandwidth. To keep pace with current and future demand, the Police Department and Information Technology Division recommend a bandwidth increase from 10Mbps to 100Mbps. This increase will be established through a new 3-year (36 month) service agreement with Time Warner Cable. Funding for this increase has been established in the Police Department's fiscal year 16/17 budget.

FISCAL IMPACT:

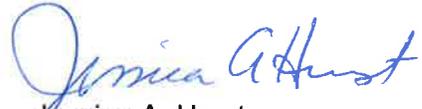
Funding for the Police Department 100 Mbps internet connection in the amount of \$53,280 over three years (\$17,760 annually) is budgeted in fiscal year 2016/17 in Funds 110-3100-2403 (CONTRACTS-PO/ADMIN) and 110-3100-2713 (PROFESSIONAL SERVICES-PD/ADMIN).

Respectfully submitted,

Fiscal Review:



Scott Underwood
I.T. Supervisor



Jessica A. Hurst
Deputy City Manager/
Administrative Services

Attachment(s): Time Warner Cable Business Class Order # 7459921

Account Executive: Enrico Diaz
 Phone: (562) 677-0402 ext:
 Cell Phone: +1 7147190622
 Fax: (704) 697-4790
 Email: enrico.diaz@twcable.com

Order # 7459921

Business Name			CITY OF HEMET POLICE DPT	Customer Type: Existing Customer	
Federal Tax ID		Tax Exempt Status		Tax Exempt Certificate #	
*****0000					
Billing Address					
Attention To:			Account Number		
450 E LATHAM AVE HEMET CA 92543			8448400510382596		
Billing Contact		Billing Contact Phone		Billing Contact Email Address	
Scott Underwood		(951) 765-3765		sunderwood@cityofhemet.org	
Authorized Contact		Authorized Contact Phone		Authorized Contact Email Address	
Technical Contact		Technical Contact Phone		Technical Contact Email Address	
Scott Underwood		(951) 765-3765		sunderwood@cityofhemet.org	

Dedicated Internet, Metro Ethernet, and Private Line Service Order Information For 450 E LATHAM AVE HEMET CA 92543			
Site Name	Address Location	Location Type	Bandwidth
	450 E LATHAM AVE HEMET, CA 92543		



Current Services and Monthly charges At 450 E. Latham Ave , HEMET CA 92543

Description	Quantity	Sales Price	Monthly Recurring Total
Free A/O	5	\$0.00	\$0.00
Fr Broadcast	1	\$0.00	\$0.00
Free Standard	1	\$0.00	\$0.00
*Total			\$0.00

*Prices do not include taxes and fees.

Current Services and Monthly charges At 395 E Latham Ave , Hemet CA 92543

Description	Quantity	Sales Price	Monthly Recurring Total
Maxx Acct	1	\$0.00	\$0.00
Free Std Int	1	\$0.00	\$0.00
BST Public View	1	\$27.59	\$27.59
COMMERCIAL ACCOUNT	1	\$0.00	\$0.00
BCV BASIC CABLE PUBLIC	1	\$44.99	\$44.99
DTA Equipment and Service	1	\$0.00	\$0.00
*Total			\$72.58

*Prices do not include taxes and fees.

Current Services and Monthly charges At 450 E LATHAM AVE , HEMET CA 92543

Description	Quantity	Sales Price	Monthly Recurring Total
Bc Plat VIP	1	\$0.00	\$0.00
Bcf WO Video	1	\$0.00	\$0.00
BCI 13 STATIC IP	1	\$50.00	\$50.00
COMMERCIAL ACCOUNT	1	\$0.00	\$0.00
BCI CONTRACT 2 YEAR	1	\$0.00	\$0.00
BCI CONTRACT 3 YEAR	1	\$0.00	\$0.00
*Total			\$50.00

*Prices do not include taxes and fees.

New and Revised Services and Monthly Charges At 450 E LATHAM AVE , HEMET CA 92543

Description	Quantity	Sales Price	Monthly Recurring Total	Contract Term
Dedicated Internet Access 100M	1	\$1,480.00	\$1,480.00	36 Months
*Total			\$1,480.00	

*Prices do not include taxes and fees.



Special Terms

[Empty box for Special Terms]

Electronic Signature Disclosure

By signing and accepting below you are acknowledging that you have read and agree to the terms and conditions outlined in this document.

Authorized Signature for Time Warner Cable Enterprises LLC

Printed Name and Title

Date Signed

Authorized Signature for Customer

Printed Name and Title

Date Signed



Service Agreement



This Time Warner Cable Business Class Service Agreement ("**Service Agreement**") in addition to the Time Warner Cable Business Class Terms and Conditions ("**Terms and Conditions**") and any Time Warner Cable Business Class Service Orders (each, a "**Service Order**"), constitute the **Master Agreement** by and between customer identified below ("**Customer**") and Time Warner Cable ("**TWC**" or "**Operator**") and is effective as of the date last signed below.

Time Warner Cable Information

Time Warner Cable Enterprises LLC

Street: 17777 Center Court Drive, Suite 800
 City: Cerritos
 State: CA
 Zip Code: 90703

Contact: Enrico Diaz
 Telephone: (562) 677-0402
 Facsimile: (704) 697-4790

Customer Information

Customer Name (Exact Legal Name): CITY OF HEMET POLICE DPT			Federal ID No: *****0000	
Billing Address: 450 E LATHAM AVE	Suite:	City: HEMET	State: CA	Zip Code: 92543
Billing Contact Name: Scott Underwood	Phone: (951) 765-3765		E-mail: sunderwood@cityofhemet.org	
Authorized Contact Name:	Phone:		E-mail:	

Agreement

THIS SERVICE AGREEMENT HEREBY INCORPORATES BY REFERENCE THE TERMS AND CONDITIONS (AVAILABLE AT WWW.TWCBC.COM/LEGAL), A COPY OF WHICH WILL BE PROVIDED TO CUSTOMER UPON REQUEST. BY EXECUTING THIS SERVICE AGREEMENT BELOW, CUSTOMER ACKNOWLEDGES THAT: (1) CUSTOMER ACCEPTS AND AGREES TO BE BOUND BY THE TERMS AND CONDITIONS, INCLUDING SECTION 21 THEREOF, WHICH PROVIDES THAT THE PARTIES DESIRE TO RESOLVE DISPUTES RELATING TO THE TIME WARNER CABLE BUSINESS CLASS SERVICES AGREEMENT THROUGH ARBITRATION; AND (2) BY AGREEING TO ARBITRATION, CUSTOMER IS GIVING UP VARIOUS RIGHTS, INCLUDING THE RIGHT TO TRIAL BY JURY.

By signing and accepting below you are acknowledging that you have read and agree to the terms and conditions outlined in this document.

Electronic Signature Disclosure

Authorized Signature for Time Warner Cable Enterprises LLC  (printed): Date:	Authorized Signature for Customer By: Name (printed): Title: Date:
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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: July 26, 2016

RE: **Resolution of Intention to Approve an Amendment to the Contract Between the Board of Administration of the California Public Employees' Retirement System (CalPERS) and the City Council of the City of Hemet**

RECOMMENDED ACTION:

It is recommended that the City Council adopt Resolution Bill No. 16-063, a Resolution of Intention, initiating the amendment process through CalPERS to allow cost sharing of the Employer Contribution to CalPERS with the 'classic' CalPERS members of the Hemet City Fire Fighters Local No. 2342.

BACKGROUND & ANALYSIS:

The current Memorandum of Understanding (MOU) for the Hemet Fire Fighters Local No. 2342 includes a provision for their members who are deemed 'classic' members by CalPERS, to contribute a total of three percent (3%) cost sharing of the employer's contribution to CalPERS by July 1, 2015. Members of the unit began contributing a total of three percent (3%), as of July 1, 2015. This three percent (3%) is in addition to the nine percent (9%) employees' contribution that 'classic' members have been paying to CalPERS since July 2011.

The proposed cost sharing amendment would permanently reduce the employer's contribution to CalPERS by a total of three-percent (3%) and permanently increase the employees' contribution by a total of three percent (3%) for members of the Hemet Fire Fighters Local No. 2342. The benefit to the City is the reduced cost of providing retirement benefits to these affected members. The benefit to the member is that by making the additional percentage part of the employees' contribution, the contributions would be tax deferred and would be credited to the members' account. In the event of the death of the member, their beneficiary would be entitled to all contributions in the member's account with CalPERS.

If the City Council approves the Resolution of Intention pursuant to Government Code Section 20474, a secret ballot election by the members affected is required whenever the contract is amended to provide a benefit which changes the members' rate of contribution pursuant to Government Code Section 20469. If the majority of voting members approve the amendment, the City Council will be asked to adopt the final ordinance at the August 23, 2016 Council meeting.

With this amendment, unit members will be contributing a total of twelve percent (12%) to their CalPERS retirement benefit.

FISCAL IMPACT:

There is no additional fiscal impact with this resolution.

Respectfully submitted,



Alexander P. Meyerhoff
City Manager

Eric S. Vail
City Attorney



Jessica A. Hurst
Deputy City Manager/
Administrative Services

AP/njs

Attachment(s):

1. City Council Resolution Bill No. 16-063 – CalPERS Cost Sharing Resolution of Intent



**CITY OF HEMET
Hemet, California
RESOLUTION BILL NO. 16-063**

**A RESOLUTION OF INTENTION OF THE
CITY COUNCIL OF THE CITY OF HEMET,
CALIFORNIA, TO APPROVE AN AMENDMENT
TO THE CITY OF HEMET'S CONTRACT WITH
THE BOARD OF ADMINISTRATION OF THE
CALIFORNIA PUBLIC EMPLOYEES'
RETIREMENT SYSTEM**

WHEREAS, the Public Employees' Retirement Law permits the participation of public agencies and their employees in the Public Employees' Retirement System by the execution of a contract, and sets forth the procedure by which said public agencies may elect to subject themselves and their employees to amendments to said Law; and,

WHEREAS, one of the steps in the procedures to amend this contract is the adoption by the governing body of the public agency of a resolution giving notice of its intention to approve an amendment to said contract, which resolution shall contain a summary of the change proposed in said contract; and,

WHEREAS, the following is a statement of the proposed change:

Section 20516 - Employees Sharing Additional Cost of 3% for classic local fire department members in the Hemet City Fire Fighter's Local No. 2342.

NOW, THEREFORE, THE CITY COUNCIL OF THE CITY OF HEMET DOES RESOLVE, DETERMINE, FIND, AND ORDER AS FOLLOWS:

Section 1. The City Council finds and determines that all the fact, findings, and conclusions set forth above are true and correct.

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Section 2. The City Council of the City of Hemet does hereby give notice of intention to approve an amendment to the contract between said public agency and the Board of Administration of the Public Employees' Retirement System, a copy of said amendment being attached hereto as an "Exhibit" and by this reference made part hereof.

Section 3. In accordance with the requirements of California Government Code Section 7507, the future annual cost impact from the proposed contract is identified as follows:

The City's employer contribution to CalPERS will decrease by a total of three percent (3%) for affected members.

Section 4. The City Manager and/or City Clerk are hereby authorized to execute and forward any and all required documents to CalPERS to carry out this amendment.

Section 5. The City Clerk shall certify to the adoption of this Resolution.

PASSED, APPROVED, AND ADOPTED this 26th day of July, 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 26th day of July, 2016 by the following vote:

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

Sarah McComas, City Clerk



EXHIBIT

California
Public Employees' Retirement System

AMENDMENT TO CONTRACT

**Between the
Board of Administration
California Public Employees' Retirement System
and the
City Council
City of Hemet**

The Board of Administration, California Public Employees' Retirement System, hereinafter referred to as Board, and the governing body of the above public agency, hereinafter referred to as Public Agency, having entered into a contract effective July 1, 1969, and witnessed May 23, 1969, and as amended effective May 1, 1977, July 1, 1980, December 31, 1984, June 17, 1985, March 10, 1986, October 14, 1993, December 9, 1994, December 26, 1997, April 27, 2002, January 17, 2005, June 19, 2006, February 24, 2012, July 7, 2014 and October 12, 2015 which provides for participation of Public Agency in said System, Board and Public Agency hereby agree as follows:

- A. Paragraphs 1 through 16 are hereby stricken from said contract as executed effective October 12, 2015, and hereby replaced by the following paragraphs numbered 1 through 18 inclusive:
1. All words and terms used herein which are defined in the Public Employees' Retirement Law shall have the meaning as defined therein unless otherwise specifically provided. "Normal retirement age" shall mean age 55 for classic local miscellaneous members, age 62 for new local miscellaneous members, age 50 for classic local safety members entering membership in the safety classification on or prior to February 24, 2012, age 55 for local classic safety members entering membership for the first time in the safety classification after February 24, 2012 and age 57 for new local safety members.

PLEASE DO NOT SIGN "EXHIBIT ONLY"

2. Public Agency shall participate in the Public Employees' Retirement System from and after July 1, 1969 making its employees as hereinafter provided, members of said System subject to all provisions of the Public Employees' Retirement Law except such as apply only on election of a contracting agency and are not provided for herein and to all amendments to said Law hereafter enacted except those, which by express provisions thereof, apply only on the election of a contracting agency.
3. Public Agency agrees to indemnify, defend and hold harmless the California Public Employees' Retirement System (CalPERS) and its trustees, agents and employees, the CalPERS Board of Administration, and the California Public Employees' Retirement Fund from any claims, demands, actions, losses, liabilities, damages, judgments, expenses and costs, including but not limited to interest, penalties and attorney fees that may arise as a result of any of the following:
 - (a) Public Agency's election to provide retirement benefits, provisions or formulas under this Contract that are different than the retirement benefits, provisions or formulas provided under the Public Agency's prior non-CalPERS retirement program.
 - (b) Any dispute, disagreement, claim, or proceeding (including without limitation arbitration, administrative hearing, or litigation) between Public Agency and its employees (or their representatives) which relates to Public Agency's election to amend this Contract to provide retirement benefits, provisions or formulas that are different than such employees' existing retirement benefits, provisions or formulas.
 - (c) Public Agency's agreement with a third party other than CalPERS to provide retirement benefits, provisions, or formulas that are different than the retirement benefits, provisions or formulas provided under this Contract and provided for under the California Public Employees' Retirement Law.
4. Employees of Public Agency in the following classes shall become members of said Retirement System except such in each such class as are excluded by law or this agreement:
 - a. Local Fire Fighters (herein referred to as local safety members);
 - b. Local Police Officers (herein referred to as local safety members);
 - c. Employees other than local safety members (herein referred to as local miscellaneous members).

PLEASE DO NOT SIGN "EXHIBIT ONLY"

5. In addition to the classes of employees excluded from membership by said Retirement Law, the following classes of employees shall not become members of said Retirement System:

NO ADDITIONAL EXCLUSIONS

6. The percentage of final compensation to be provided for each year of credited prior and current service for classic local miscellaneous members in employment before and not on or after January 17, 2005 shall be determined in accordance with Section 21354 of said Retirement Law, subject to the reduction provided therein for service prior to March 31, 1977, termination of Social Security, for members whose service has been included in Federal Social Security (2% at age 55 Full and Modified).
7. The percentage of final compensation to be provided for each year of credited prior and current service for classic local miscellaneous members in employment on or after January 17, 2005 and not entering membership for the first time in the miscellaneous classification after February 24, 2012 shall be determined in accordance with Section 21354.5 of said Retirement Law, subject to the reduction provided therein for service prior to March 31, 1977, termination of Social Security, for members whose service has been included in Federal Social Security (2.7% at age 55 Full and Modified).
8. The percentage of final compensation to be provided for each year of credited current service as a classic local miscellaneous member entering membership for the first time with this agency in the miscellaneous classification after February 24, 2012 shall be determined in accordance with Section 21354.4 of said Retirement Law (2.5% at age 55 Full).
9. The percentage of final compensation to be provided for each year of credited prior and current service as a new local miscellaneous member shall be determined in accordance with Section 7522.20 of said Retirement Law (2% at age 62 Full).
10. The percentage of final compensation to be provided for each year of credited prior and current service as a classic local safety member entering membership in the safety classification on or prior to February 24, 2012 shall be determined in accordance with Section 21362.2 of said Retirement Law (3% at age 50 Full).
11. The percentage of final compensation to be provided for each year of credited current service as a classic local safety member entering membership for the first time with this agency in the safety classification after February 24, 2012 shall be determined in accordance with Section 21363.1 of said Retirement Law (3% at age 55 Full).

PLEASE DO NOT SIGN "EXHIBIT ONLY"

12. The percentage of final compensation to be provided for each year of credited prior and current service as a new local safety member shall be determined in accordance with Section 7522.25(d) of said Retirement Law (2.7% at age 57 Full).
13. Public Agency elected and elects to be subject to the following optional provisions:
 - a. Section 21571 (Basic Level of 1959 Survivor Benefits) for local police members only.
 - b. Sections 21624, 21626 and 21628 (Post-Retirement Survivor Allowance).
 - c. Section 20042 (One-Year Final Compensation) for classic members only.
 - d. Section 20903 (Two Years Additional Service Credit).
 - e. Section 21573 (Third Level of 1959 Survivor Benefits) for local fire members only.
 - f. Section 21574 (Fourth Level of 1959 Survivor Benefits) for local miscellaneous members only.
 - g. Section 21024 (Military Service Credit as Public Service).
 - h. Section 20475 (Different Level of Benefits): Section 21354.4 (2.5% @ 55 Full formula) is applicable to local miscellaneous members entering membership for the first time with this agency in the miscellaneous classification after February 24, 2012.

Section 21363.1 (3% @ 55 Full formula) is applicable to classic local safety members entering membership for the first time with this agency in the safety classification after February 24, 2012.
 - i. Section 20516 (Employees Sharing Additional Cost):

From and after July 7, 2014 and until October 12, 2015, 1% for classic local police members in the Hemet Police Officers' Association and the Hemet Police Management Association.

From and after October 12, 2015, 3% for classic local police members in the Hemet Police Officers' Association and the Hemet Police Management Association.

From and after the effective date of this amendment to contract, 3% for classic local fire members in the Hemet City Fire Fighters Local No. 2342.

PLEASE DO NOT SIGN "EXHIBIT ONLY"

The portion of the employer's contribution that the member agrees to contribute from his or her compensation, over and above the member's normal contribution ("Cost Sharing Percentage"), shall not exceed the Employer Normal Cost Rate, as that rate is defined in the CalPERS Actuarial Valuation for the relevant fiscal year. If the Cost Sharing Percentage will exceed the relevant Employer Normal Cost Rate, the Cost Sharing Percentage shall automatically be reduced to an amount equal to, and not to exceed, the Employer Normal Cost Rate for the relevant fiscal year.

14. Public Agency, in accordance with Government Code Section 20790, ceased to be an "employer" for purposes of Section 20834 effective on May 1, 1977. Accumulated contributions of Public Agency shall be fixed and determined as provided in Government Code Section 20834, and accumulated contributions thereafter shall be held by the Board as provided in Government Code Section 20834.
15. Public Agency shall contribute to said Retirement System the contributions determined by actuarial valuations of prior and future service liability with respect to local miscellaneous members and local safety members of said Retirement System.
16. Public Agency shall also contribute to said Retirement System as follows:
 - a. Contributions required per covered member on account of the 1959 Survivor Benefits provided under Section 21573 of said Retirement Law. (Subject to annual change.) In addition, all assets and liabilities of Public Agency and its employees shall be pooled in a single account, based on term insurance rates, for survivors of all local fire members.
 - b. Contributions required per covered member on account of the 1959 Survivor Benefits provided under Section 21574 of said Retirement Law. (Subject to annual change.) In addition, all assets and liabilities of Public Agency and its employees shall be pooled in a single account, based on term insurance rates, for survivors of all local miscellaneous members.
 - c. A reasonable amount, as fixed by the Board, payable in one installment within 60 days of date of contract to cover the costs of administering said System as it affects the employees of Public Agency, not including the costs of special valuations or of the periodic investigation and valuations required by law.
 - d. A reasonable amount, as fixed by the Board, payable in one installment as the occasions arise, to cover the costs of special valuations on account of employees of Public Agency, and costs of the periodic investigation and valuations required by law.

PLEASE DO NOT SIGN "EXHIBIT ONLY"

- 17. Contributions required of Public Agency and its employees shall be subject to adjustment by Board on account of amendments to the Public Employees' Retirement Law, and on account of the experience under the Retirement System as determined by the periodic investigation and valuation required by said Retirement Law.
- 18. Contributions required of Public Agency and its employees shall be paid by Public Agency to the Retirement System within fifteen days after the end of the period to which said contributions refer or as may be prescribed by Board regulation. If more or less than the correct amount of contributions is paid for any period, proper adjustment shall be made in connection with subsequent remittances. Adjustments on account of errors in contributions required of any employee may be made by direct payments between the employee and the Board.

B. This amendment shall be effective on the _____ day of _____, _____.

BOARD OF ADMINISTRATION
PUBLIC EMPLOYEES' RETIREMENT SYSTEM

CITY COUNCIL
CITY OF HEMET

BY _____
RENEE OSTRANDER, CHIEF
EMPLOYER ACCOUNT MANAGEMENT DIVISION
PUBLIC EMPLOYEES' RETIREMENT SYSTEM

BY _____
PRESIDING OFFICER

Witness Date

Attest:

Clerk

PLEASE DO NOT SIGN "EXHIBIT ONLY"



Staff Report

TO: Honorable Mayor and Members of the Hemet City Council

FROM: Scott Brown, Fire Chief
Alexander P. Meyerhoff, City Manager 

DATE: July 26, 2016

Re: **Donation of Surplused Vehicle to Ramona Bowl**

RECOMMENDED ACTION:

It is respectfully recommended that City Council authorize the donation of (1) 1996 C-15 Pickup Truck, VIN #2GCEC19M6T115208 to the Ramona Bowl. The vehicle will be utilized in a wide variety of activities in support of the daily operations of the Ramona Bowl facility. The donated vehicle will replace an older small truck which is out of service and not repairable.

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.

PROJECT DESCRIPTION:

The listed vehicle (1996 C-15 Pickup Truck, (VIN#2GCEC19M6115208) has been removed from service and is no longer a part of the City's daily operations. The vehicle, previously assigned to the Public Works Department is no longer serviceable and has been officially surplused pursuant to Sec. 2-328 (10) of the Hemet Municipal Code.

FISCAL IMPACT

There is minimal fiscal impact from this action. The vehicle has exceeded its useful life and has been fully depreciated.

Respectfully submitted,



Scott Brown,
Fire Chief

Approved as to form:



Eric S. Vail
City Attorney

Fiscal Review:



Jessica Hurst
Deputy City Manager



Staff Report

TO: Honorable Mayor and Members of the City Council

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

DATE: July 26, 2016

RE: Bucknam Infrastructure Group, Inc. Contract for Citywide Pavement Management Program (PMP)

RECOMMENDATION:

It is respectfully requested that the City Council:

- a. Approve a Professional Services Agreement with Bucknam Infrastructure Group, Inc. of Oceanside, CA to provide Professional Engineering and Data Collection Services for \$80,000.00; and
- b. Authorize the City Manager to execute the two (2) year contract and to extend the agreement for up to three (3) additional one (1) year extensions at the City's option consistent with future approved budgets

BACKGROUND:

On May 2, 2016, the City solicited request for proposals consultant services related to the Citywide Pavement Management Program. The services and qualifications requested were for field investigation of the pavement condition of the Citywide road network, updating the existing pavement condition data, recommending the best use of available PMP funding, and design of projects based on final PMP condition report. On May 19, 2016, the City received three (3) proposals from the following companies:

COMPANY	LOCATION
Aragon Geotechnical, Inc.	Riverside, CA
Infrastructure Management Services	Tempe, AZ
Bucknam Infrastructure Group, Inc.	Oceanside, CA

Using Quality Based Selection, a panel of City staff (Nino Abad, Principal Engineer and Tim Darden, GIS Specialist) and a panelist from another local agency (Carlos Geronimo, Senior Engineer City of Menifee) interviewed the firms that submitted proposal. Based on the results of the interview, Bucknam Infrastructure Group and their sub-consultants were judged to be the most qualified to perform the requested services and is being recommended based on their broad range of expertise as demonstrated by their history providing similar services to other municipal agencies, capability to perform the work in a timely manner, and familiarity with the software the City currently uses for the PMP program and other similar software solutions.

Bucknam Infrastructure Group, Inc. will perform the work outlined above to prepare a 5 Year Plan for the Citywide PMP program and present the report and recommendations at a future City Council Meeting.

FISCAL IMPACT:

Funding for these services are included in the annual budget request in account number 222-5618-2710 (Citywide Pavement Resurfacing).

Respectfully submitted,



Steven Latino
Engineering Director/
City Engineer

Fiscal review:



Jessica A. Hurst
Deputy City Manager/
Administrative Services

DESIGN PROFESSIONAL SERVICES AGREEMENT

Pavement Management Program

By and Between

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

and

Bucknam Infrastructure Group, Inc

**AGREEMENT FOR DESIGN PROFESSIONAL SERVICES
BETWEEN
THE CITY OF HEMET, CALIFORNIA
AND
Bucknam Infrastructure Group, Inc.**

This Agreement for Design Professional Services ("Agreement") is entered into as of this 23 day of June, 2016 by and between the City of Hemet, a municipal corporation ("City") and Bucknam Infrastructure Group, Inc., a California S Corporation ("Design Professional"). City and Design Professional are sometimes hereinafter individually referred to as "Party" and hereinafter collectively referred to as the "Parties."

RECITALS

A. City has sought, by informal request for quotes the performance of the land surveying services defined and described particularly in Section 2 of this Agreement.

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

C. Design Professional was selected by the City on the basis of Design Professional's demonstrated competence and the professional qualifications necessary for the satisfactory performance of the services required.

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

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

OPERATIVE PROVISIONS

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

SECTION 1. TERM OF AGREEMENT.

Subject to the provisions of Section 20 "Termination of Agreement" of this Agreement, the Term of this Agreement is for **2 years** commencing on the date first ascribed above.

SECTION 2. SCOPE OF SERVICES & SCHEDULE OF PERFORMANCE.

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

(b) Schedule of Performance. The Services shall be completed pursuant to the schedule specified in Exhibit "A." Should the Services not be completed pursuant to that schedule, the Design Professional shall be deemed to be in Default of this Agreement. The City, in its sole discretion, may choose not to enforce the Default provisions of this Agreement and may instead allow Design Professional to continue performing the Services.

SECTION 3. ADDITIONAL SERVICES.

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

SECTION 4. COMPENSATION AND METHOD OF PAYMENT.

(a) Subject to any limitations set forth in this Agreement, City agrees to pay Design Professional 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 thousand dollars (\$80,000.00)*, unless additional compensation is approved in writing in accordance with Section 26 "Administration and Implementation" or Section 28 "Amendment" of this Agreement..

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

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

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

SECTION 5. INSPECTION AND FINAL ACCEPTANCE.

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

SECTION 6. OWNERSHIP OF DOCUMENTS.

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

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

SECTION 7. DESIGN PROFESSIONAL'S BOOKS AND RECORDS.

(a) Design Professional shall maintain any and all documents and records demonstrating or relating to Design Professional's performance of the Services. Consultant shall maintain any and all ledgers, books of account, invoices, vouchers, canceled checks, or other documents or records evidencing or relating to work,

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

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

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

SECTION 8. INDEPENDENT CONTRACTOR.

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

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

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

SECTION 9. STANDARD OF PERFORMANCE.

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

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

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

SECTION 11. PREVAILING WAGE LAWS.

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

SECTION 12. NONDISCRIMINATION.

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

SECTION 13. UNAUTHORIZED ALIENS.

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

SECTION 14. CONFLICTS OF INTEREST.

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

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

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

SECTION 15. CONFIDENTIAL INFORMATION; RELEASE OF INFORMATION.

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

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

shall not be considered "voluntary" provided Design Professional gives City notice of such court order or subpoena.

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

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

SECTION 16. INDEMNIFICATION.

(a) Indemnification by Design Professional. As provided under Civil Code Section 2782.8, Design Professional shall indemnify, protect, defend and hold harmless City and any and all of its officials, employees and agents ("Indemnified Parties") from and against any and all claims, actions and proceedings (whether at law or equity, administrative or judicial), demands, orders, judgments, losses, liabilities, damages, costs and expenses, including attorney's fees and costs, (collectively "Claims") to the extent same arise out of, pertain to, or relate to the negligence, recklessness, or willful misconduct of the Design Professional, its officers, agents, employees or sub-consultants (or any entity or individual that Design Professional shall bear the legal liability thereof) in the performance of professional services under this Agreement, with the understanding that in the event Claims are found by the trier of fact to have been caused by the joint or concurrent negligence of the City and its contractors and Design Professionals, and Design Professional, damages and expenses from both indemnity and duty to defend obligations shall be borne by each party in proportion to its negligence.

(b) Indemnification from Sub-consultants. Design Professional agrees to obtain executed indemnity agreements with provisions identical to those set forth here in this section from each and every sub-consultant, sub-contractor or any other person or entity involved by, for, with or on behalf of Design Professional in the performance of this Agreement naming the Indemnified Parties as additional indemnitees. In the event Design Professional fails to obtain such indemnity obligations from others as required here, Design Professional agrees to be fully responsible according to the terms of this section. Failure of City to monitor compliance with these requirements imposes no

additional obligations on City and will in no way act as a waiver of any rights hereunder. This obligation to indemnify and defend City as set forth herein is binding on the successors, assigns or heirs of Design Professional and shall survive the termination of this Agreement or this section.

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

SECTION 17. INSURANCE.

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

SECTION 18. ASSIGNMENT.

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

SECTION 19. CONTINUITY OF PERSONNEL.

Design Professional shall make every reasonable effort to maintain the stability and continuity of Design Professional's staff and subcontractors, if any, assigned to perform the Services. Design Professional shall notify City of any changes in Design Professional's staff and subcontractors, if any, assigned to perform the Services prior to and during any such performance.

SECTION 20. TERMINATION OF AGREEMENT.

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

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

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

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

SECTION 21. DEFAULT.

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

SECTION 22. EXCUSABLE DELAYS.

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

SECTION 23. COOPERATION BY CITY.

All public information, data, reports, records, and maps as are existing and available to City as public records, and which are necessary for carrying out the

Services shall be furnished to Design Professional in every reasonable way to facilitate, without undue delay, the Services to be performed under this Agreement.

SECTION 24. NOTICES.

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

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

To Design Professional: Peter Bucknam
Bucknam Infrastructure Group, Inc
3548 Seagate Way, Suite 230
760-216-6529

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

SECTION 25. AUTHORITY TO EXECUTE.

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

SECTION 26. ADMINISTRATION AND IMPLEMENTATION.

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

SECTION 27. BINDING EFFECT.

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

SECTION 28. AMENDMENT.

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

SECTION 29. WAIVER.

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

SECTION 30. LAW TO GOVERN; VENUE.

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

SECTION 31. ATTORNEYS FEES, COSTS AND EXPENSES.

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

SECTION 32. ENTIRE AGREEMENT.

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

SECTION 33. SEVERABILITY.

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

SECTION 34. CONFLICTING TERMS.

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

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

CITY OF HEMET

Alexander Meyerhoff
City Manager

ATTEST:

Sarah McComas
City Clerk

APPROVED AS TO FORM

Eric S. Vail
City Attorney

By: _____

Its: _____

By: _____

Its: _____

NOTE: DESIGN PROFESSIONAL'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 DESIGN PROFESSIONAL'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)

Title or Type of Document

- Partner(s)
Limited
General

Number Of Pages

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

Date Of Document

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

Signer(s) Other Than Named Above

EXHIBIT "A" **SCOPE OF SERVICES**

I. Design Professional will perform the following Services:

1) Project Implementation

TASK 1.1: Project Kickoff

Consultant will set a Project Kickoff meeting to further discuss and review in detail the expectations of the project, technical approach, section ID / GIS management & surveys, district/quadrant maintenance, software upgrades & use, deliverables within the scope of work and the review of schedule.

This effort will build consensus between the Engineering and Public Works staff as well as build stronger ARTERIAL and LOCAL maintenance programs that complement large Public Works CIP projects and annual maintenance projects.

The first key topics to be discussed will include the review and assessment of the existing CarteGraph pavement plan/data; its current and future use, survey areas based on recent maintenance work and schedules, new construction, data quality and condition, current pavement procedures, historical expenditure levels, possible MicroPAVER or StreetSaver conversion, implementation and desired service levels.

Deliverable: Meeting minutes, revised project schedule (if necessary)

TASK 1.2: Project Status Meetings - Quality Control Program

Status Meetings and Progress Reports

- Minimum of four meetings during the project (kickoff, field, and status meetings – 30%, 65% and 100%)
- Field review meetings
- Monthly progress status reports will be delivered to City project manager

PMP Quality Control (QC)

Consultant will use a statistical sampling approach for measuring the quality of field technician's work. In this manner, 10 percent (35 miles out of 350 miles) of the original surveys will be re-surveyed by an independent survey crew, supervised by a field supervisor, and the results will be compared to the original surveys.

QC process involves checking the field crews' work in a "blind study" fashion. Quality control checks will be performed at the end of each survey week. This will ensure that all field personnel are properly collecting distresses and pavement quantities for all street segments. **Since Consultant will be collecting distress information on their field Tablets with the Hemet PMP database live, Consultant staff will perform several quality control tests within the pavement management software using a sample set of the City of Hemet's street distress data.** This will ensure that all

system and analysis settings as well as City recommendations and standards are being followed.

Field surveys will follow the accepted ASTM D6433 walking requirements. A copy of the QA/QC plan utilized by Consultant during the project will be submitted along with the PMP certification documents.

Deliverable: Monthly Project Status reports, field review and project status meetings, QA/QC Plan

2) Contract/Project Management

TASK 2.1: Project Deliverables

Shown throughout the Scope of Work, each Task is summarized with project deliverables. Contract/Project Management will derive from frequent communication with the Project Manager and key staff members from the Engineering and Public Services departments. Consultants Project Manager will ensure project:

- 1) Adherence to scope tasks and deliverables
- 2) Performing to the standard set by the Project Schedule; and
- 3) Controlling costs. Project Manager will follow each of these factors throughout the duration of the project

Deliverable: Project Status Updates, as stated in Task 1.2

3) Project Schedule

TASK 3.1: Work Flow / Project Schedule

- Project schedule will show each major task identified in our scope of work, as well as quality control milestones and meetings. Consultant guarantees it has ample staff to apply to this project in order to meet an aggressive schedule (3 field technicians will drive the proactive schedule).

With a completed survey, Consultant team will work with City Staff to establish a PMP that provides specific, manageable pavement segments, detailed maintenance schedules of needed repairs and cost conscious maintenance recommendations that will in preparing budget estimates required to complete the scheduled work for fiscal year 2016-17 and proposed 5 year CIP program

Critical Path Method (CPM) Project Schedule will be provided

4) Scope of Work (Major Tasks)

TASK 4.1: PMP Assessment and Populate PMP Database

The City will provide Consultant a complete listing of all major work (overlay, slurry, etc.) in order to update specific section work histories and PCI ratings. Consultant will enter the necessary work history updates as mentioned above (i.e. data entry of maintenance / rehabilitation activities) into the PMP database. If the City elects to have the software managed by Bucknam offsite; Bucknam will ensure that all identified work history records are properly updated within MicroPAVER or StreetSaver.

Bucknam will implement one of two approaches for the updating of Hemet's PMP software;

- First, with the City currently using the CarteGraph's Pavement module software to track and monitor pavement conditions and deterioration, in order for the City staff to be able to continually interact and update with the CarteGraph PMP database Bucknam will assess and ensure that all pavement segmentation, metrics and GIS links are of quality and useful to the long-term management of the PMP. If the capabilities of CarteGraph's Pavement module are not sufficient for future PMP management Bucknam will recommend implementation of either MicroPAVER or StreetSaver;
- If conversion is chosen, subsequent to a contract amendment for the conversion costs, Bucknam will meet with City staff to discuss the conversion of CarteGraph data into MicroPAVER or StreetSaver. If conversion is chosen Bucknam will utilize their own MicroPAVER license to perform all PMP services under this project; if StreetSaver is chosen, additional license fees are required based upon MTC StreetSaver software use policies. Bucknam will provide the City with a 10% PCI variance report and summary segmentation report to demonstrate that all conversion is progressing and is accurate. With the City's approval we will complete the remaining 90% conversion.
 - MicroPAVER or StreetSaver software internal table data and outputs (i.e. Branch ID, Sec ID, attribute PMP data, PCI reporting, etc.) will be delivered in a manner that will allow for pertinent PMP data to operate within CarteGraph modules. Bucknam staff will meet with Hemet Public Works, IT and GIS staff to ensure that a full assessment of the City's existing infrastructure management data structure is understood and compliant for future PMP data interoperability.

Further details in regard to GIS mapping work efforts are discussed within Task 4.5 below.

Deliverable: Citywide PMP – GIS Link verification, possible MicroPAVER / StreetSaver conversion deliverables.

TASK 4.2: Pavement Condition Surveys

The assessment of the City's pavement segmentation is the one of the key priorities for this project. It will be essential to verify that all Local / Arterial segmentation is up-to-date and that section SF quantities are verified, accurate and reliable.

Once the pavement segmentation has been assessed and verified, the necessary inspections will be performed. It is the City's desire to survey all pavement sections this fiscal year.

Survey methodology will include the following approaches based on the ASTM D6433-11 guidelines:

1. **Walking** - All sections are surveyed through walking methodologies. Distress types will be collected based upon actual surface conditions and physical characteristics of the segment. Sample locations, distress types, extents and severities will be collected based upon actual surface conditions and physical characteristics of the segment. Surveying methods will be conducted by remaining consistent with ASTM D6433 sampling guidelines while being flexible to current City practices. Live GIS files will be used to enhance field survey locations, data access and quality control measures.

All sample locations are observed through walking surveys; additional unique conditional factors such as unique distress areas found outside our sample areas will be recorded.

- The inspection of approximately 350 miles of Arterial/Local streets will be performed;
- On an annual basis, recent slurry seal and overlay maintenance will reduce the amount of necessary survey, Bucknam will coordinate mileage reduction with City prior to survey.

Walking surveys will be based on the functional classification of the roadway and the street conditions found. Bucknam will use the City's GIS centerline live in the field to reduce survey times and project schedules. If the City has a recent high-resolution aerial (approx. 3") consultant will use this file during field survey efforts to verify street measurements and other segment attributes.

Roadway Verification Survey - A listing of the field attribute data that is updated/verified during the survey for the pavement management database is listed below:

1. **Field Attribute Data (updated and/or verified)**

- ❖ From/to, indicating the assigned limits of the section, sample test areas, street name, a street codification (i.e. truck route, school zone, maintenance district)
- ❖ Street ranking indicating local, alley, arterial, collector, # of lanes, surface type
- ❖ Street segmentation implemented continuously from west to east and south to north
- ❖ Historical PCI tracking from previous inspections and 2016 PCI inspections
- ❖ Segment quantities, indicating the length, width, and total true area of the section
- ❖ Presence of curb & gutter / sidewalk
- ❖ Structural sections (if available from previous reports or City documents)

2. **Conditional data will be evaluated for all street segments and will include:**

- ❖ 20 AC & 19 PCC distresses by type, severity and sample area
- ❖ PCI ratings (0-100), taking into account the surface condition, level of distress
- ❖ Drainage Condition Rating (standing water, etc.)

- ❖ Traffic volumes (ADT, if available)

In developing the PMP and through field surveys if Bucknam staff modifies or changes any street segment Bucknam notify the City Project Manager and gain approval for such changes before any modifications are made.

Under the use of MicroPAVER/StreetSaver all pavement data will be entered into the most current licensed software. All items listed above will be maintained by Bucknam staff for the duration of this project. Data management will be performed in-house at Bucknam's Oceanside office. At the completion of the project, the PMP database will be placed within the City's network.

3. Section Distress and PCI Reporting

Once inspections are completed, Bucknam will generate a draft Pavement Condition Index (PCI) Report for City staff to review. The City and consultant staff will review these reports to ensure that all inventory data is correct and the project is running smoothly.

Submittal will include:

1. PCI Variance report comparing 2014 PCI's to 2016 PCI's (will be performed annually)
2. Street centerline miles, lane miles, and pavement area
 - a. Reported as an entire network
 - b. Reported by functional classification (arterial, collector, local, alley)
3. Current street network Pavement Condition Index ratings
 - a. Report as an entire network
 - b. Reported by functional classification (arterial, collector, local, alley)
4. Pavement segment tabular listing for the entire street network
 - a. PCI Report – sorted by PCI (worst to best)
 - b. PCI Report – sorted alphabetically
5. Creation of pavement performance curves and definitions for maintenance strategies, decision tree models and pavement life-cycle analysis
6. PCI report will be signed and sealed by our registered engineer

Deliverable: Citywide PCI Reports (30%, 65% and 100% status PCI reports), PCI Variance report

DEVELOP RECOMMENDED IMPROVEMENT PROGRAM

TASK 4.3: Maintenance and Rehabilitation, History and Decision Tree

Bucknam staff will review all street and alley activities that have been performed since the last major PMP update (FY 2014). All street maintenance data will be entered into MicroPAVER to improve upon section deterioration projections that will in turn enhance the recommendations for the upcoming budgetary analysis and CIP reporting.

Bucknam will assist the City in developing the most cost-effective preventative maintenance, repair and rehabilitation strategies possible. This will be accomplished by meeting with the City to discuss and strategize maintenance activities/unit costs that are currently being used by the City. This effort is typically scheduled for when pavement surveys reach 65% complete.

Based on the City's current available budget, AC & PCC applications/costs and other maintenance practices used Bucknam will conduct an historical and prospective analysis on the conditional and financial impact these practices have on the pavement network. The maintenance strategies that are typically reviewed are localized stop gap maintenance, slurry seals, rehabilitation and reconstruction (R&R), the expected improvement in pavement condition, the life-cycle extension that would result and the unit costs for maintenance.

Based on fiscal and deterioration analysis, Consultant will present the results and recommendations to City staff. This analysis will become an essential building block for the recommended 2016-2021 maintenance programs/scenarios. Bucknam will provide an engineering discussion that includes priority listings as well as several sets of priority / cost-benefit analysis scenarios.

Bucknam will establish a maintenance "decision tree" that will be used to generate pavement recommendations that match current 2016 maintenance approaches. This will be accomplished by assessing/updating the unique and individual deterioration curves within the database based on functional class (i.e. arterial, collector, local) and age. Bucknam staff will review the Hemet's deterioration curves that have been developed based on historical pavement condition, inspection, surface type, and road class. The curves will be modified based on 2016 pavement conditions.

All maintenance practices/unit costs will be integrated into the MicroPAVER database and will be derived from the most recent construction bids for pavement rehabilitation. Bucknam will account for annual inflation rates and PMP project contingencies when long-term revenues projections are made.

Our staff will also recommend updates to the City's arterial/residential maintenance district approach. Consultant will focus on projecting budgets and maintenance recommendations for all streets within maintenance districts; this will allow for proactive schedule maintenance efforts throughout the five-year CIP as well as achieve the desired level of PCI across the City.

Bucknam Project Manager and key staff will work closely with City in defining repair and rehabilitation strategies during each fiscal year and within each tract/area defined by the City.

Once the repair/rehabilitation strategies have been defined, the identification of a five-year Forecasted Maintenance schedule will be generated.

The recommended budget scenarios will be identified on the basis of several criteria:

- Present pavement conditions; Desired levels of service and available resources;
- Scheduling with the City's maintenance districts and other capital projects (water, sewer) ;
- Accrued backlog levels and stabilization of maintenance backlog; and
- Future routine maintenance needs based on projected deterioration rates.

The primary emphasis of this task is to maximize the programming of street maintenance projects using the most cost-effective strategies available and taking into account a life-cycle cost analysis. A working "draft" Final Report will be generated for City staff to review. The Draft and Final PMP reports will include:

- Executive Summary / Findings and Recommendations;
- Purpose statement for PMP to establish goals and objectives;
- Assessment of current and projected pavement condition (condition analysis and prediction modeling);
- Pavement Condition Index (PCI) reports;
- Multiple five-year CIP scenarios identifying arterial and residential maintenance (per section & district) recommendations (slurry, overlay, recon, etc.) associated with a construction cost; City will provide funding source budget allocations;
- Recommendations for residential maintenance in "groupings" or districts; and
- GIS mapping.

Deliverable: Citywide Work History Report, Three (3) copies of the Draft Pavement Management Program Report

TASK 4.4: Budgetary Analysis and Final PMP Reporting

Bucknam will deliver the Final Report to the City which will be essential for staff use/reference.. The report will be prepared in a format that uses the information delivered by PMP in conjunction with the information and analysis performed by consultant team. The report will provide the City with information on:

- ❖ Current inventory and pavement conditions indices (PCI) for all road classes;
- ❖ Projected annual rehabilitation programs for street maintenance for a seven-year period (ARTERIAL and RESIDENTIAL Forecast Maintenance Reports) that show the largest return on investment and acceptable levels of service;
- ❖ Modeling and comparison of budget scenarios typically include:

- Maintenance required to complete all streets within 5-years
- Current / Actual budget projection (citywide approach)
- Annual CIP / Maintenance funding needed to “maintain” current PCI
- Recommended Annual CIP / Maintenance funding needed to “increase” PCI;
- ❖ Strategies and recommendations for the City’s County Measure funds, Local revenues, Gas Tax and maintenance programs and procedures, including a preventative maintenance schedule;
- ❖ A detailed breakdown of deferred maintenance (backlog); and
- ❖ The PMP will be presented to the Hemet City Council and/or upper management, and Bucknam support City staff in the development of the PMP presentation; **pro bono**

Registered Engineer

Mr. Steve Bucknam, P.E. will supervise all operations, review all completed data and prepare and sign a final report incorporating the results of the pavement evaluation and conditions. Bucknam will provide engineered recommendations for pavement rehabilitation and replacement design based upon field data and analysis.

The Final report be delivered within 12 weeks of the council award/NTP and will include:

Final Report Deliverables
Executive Summary outlining the completed project
Methodologies utilized for field survey and budget analysis
Work history of completed street maintenance, rehabilitation and reconstruction
Current PCI's by section
Condition distribution by functional classification
Projected annual road maintenance R&R programs for streets over a five-year period based on Task 4.4 scenarios
Analysis that allows for City to measure cost impact due to deferred maintenance
GIS map exhibits and program scenarios as required
Present and future PCI rating and a five-yr work program

Deliverable: Upon final approval, two (2) bound copies of the Final Pavement PMP Report (plus one original signed by our Registered Engineer, CA No. 20903), in binder and electronic form (.pdf), will be sent to the City. Bucknam will provide one (1) DVD copy of the Final PMP database and will install it at the City.

TASK 4.5: PMP – GIS Link / Mapping

Bucknam staff will update or implement a new Pavement-GIS link between the PMP software and the City’s Pavement Management GIS layer(s) (ESRI ArcMap 10). The City’s current centerline will be used as base file for updating the unique pavement-GIS layer and project files.

Prior to the establishment of pavement surveys, Bucknam will update the necessary PMP-GIS linkages. By using the unique section ID’s within the PMP database and the City’s GIS street segment ID’s, Bucknam will update the one-to-one match for each pavement section in the

GIS. As new pavement inspections and edits are entered into the PMP the link created will display the most current PMP data through the City's GIS.

The maps described below will be incorporated into the back of the City's Final PMP report and all digital GIS data will be provided to the City:

- ❖ PCI values for every section (symbolized through various PCI ranges)
- ❖ Work History identifications
- ❖ Five year Arterial, Residential Overlay, Slurry Seal Programs
- ❖ District GIS Maps (if needed)

Deliverable: All GIS project data, Excel format as well as shapefiles, .mxd's, ArcGIS Online license (if selected), GIS map deliverables for all PCI and budgetary reports.

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

1. PCI Variance report comparing 2014 PCI's to 2016 PCI's (will be performed annually)
2. Street centerline miles, lane miles, and pavement area
 - a. Reported as an entire network
 - b. Reported by functional classification (arterial, collector, local, alley)
3. Current street network Pavement Condition Index ratings
 - a. Report as an entire network
 - b. Reported by functional classification (arterial, collector, local, alley)
4. Pavement segment tabular listing for the entire street network
 - a. PCI Report – sorted by PCI (worst to best)
 - b. PCI Report – sorted alphabetically
5. Creation of pavement performance curves and definitions for maintenance strategies, decision tree models and pavement life-cycle analysis
6. PCI report will be signed and sealed by registered engineer
7. Other deliverables as noted with each individual task described in section "I." above

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

- A. Formal monthly progress status reports
- B. Informal verbal/email status reports
- C. A minimum of 4 progress meetings coinciding with the project kickoff meeting, 35% submittal, 65% submittal, and 100% submittal
- D. Field Meeting as necessary

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

- A. See section "I." above for list of deliverables associated with each task and their timing. Consultant will provide a updated schedule upon review of existing City Data.
- B. Monthly billings will include a brief narrative describing the work performed during the corresponding billing period and the anticipated work for the next billing period
- C. Monthly billings will include original contract amount, amount of any change orders/contract amendments, the total billed to date amount, the invoice amount, and the total contract amount remaining.

V. Design Professional will utilize the following personnel to accomplish the Services:

- A. Peter Bucknam (primary contact) or his designee

VI. Design Professional will utilize the following subcontractors to accomplish the Services:

- A. Cozad and Fox shall provide land surveying
- B. Anderson Penna shall provide Civil Engineering design services if later authorized via contract amendment
- C. Geocon shall provide Geotechnical Engineering and materials testing if later authorized via contract amendment.

EXHIBIT "B"
COMPENSATION

I. Design Professional shall use the following rates of pay in the performance of the Services:

See Attached Rate Sheet and Cost Proposal. Work as described in the cost proposal shall not exceed the base amount of \$73,946. No proposed optional services are currently authorized.

Any additional services will only be authorized by a written change order or contract amendment. Work authorized on a Time and Materials Basis shall be per the attached Rate Sheet

II. Design Professional may utilize subcontractors as indicated in this Agreement. See attached Rate Sheet for subcontractor/subconsultant rates

IV. The total compensation for the Services shall not exceed \$80,000, as provided in Section 4 "Compensation and Method of Payment" of this Agreement.

The total authorized amount is \$73,946.00 with a contingency of \$6,054. Contingency shall only be used with prior written authorization of the City.

EXHIBIT "C" INSURANCE

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

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

2. Minimum Limits of Insurance. Design Professional shall maintain limits of professional liability insurance no less than \$1,000,000 per occurrence.

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

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

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

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

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

Standard Hourly Rate Schedule

<u>Category</u>	<u>Rate</u>
Principal	\$ 250
Senior Project Manager	215
Senior Engineer / Planner	195
Construction Manager	185
Pavement Management Project Manager	175
Management Analyst	165
Project Engineer / Planner	155
Senior Engineer / Senior Technician / GIS Planner / Senior Inspector	135
Asst. Engineer / Asst. Technician / Asst. GIS Planner / Inspector	125
CADD Operator	110
Administrative Assistant	105
Field Technician	86
Clerical / Word Processing	75
Forensic Services	Quote
 <u>Reimbursables</u>	
Mileage	\$ 0.65/mile
Subconsultant Services	Cost + 5%
Reproduction	Cost + 5%
Travel & Subsistence	Cost + 5%
Fees & Permits	Cost + 5%
Computer Services (External)	Cost + 5%

Standard Hourly Rates shown will not be changed and/or increased during the contract period

BUCKNAM INFRASTRUCTURE GROUP, INC.
 3548 Seagate Way, Suite 230 Oceanside, CA 92056
 T. 760.216.6529 F. 760..216.6549 www.bucknam.net



CITY OF HEMET, CA
2016 Pavement Management Program
Cost Proposal - May 19, 2016

	Description	Principal	Project Manager	GIS Planner	Field Technician(s)	Admin	Total by Task
	Base Fee	\$250/hr	\$175/hr	\$135/hr	\$86/hr	\$75/hr	
Task 1	Kick-off Meeting PMP Services						
Task 1.1	Project Kick-off	1	2	1			\$735
Task 1.2	Project Status Meetings - Quality Control Program		4	4	35		\$4,250
Task 2	Client Satisfaction						
Task 2.1	Project Deliverables	1	4	3		2	\$1,505
Task 3	Project Schedule						
Task 3.1	Work Flow / Project Schedule	4	4		2	3	\$2,097
Task 4	Scope of Work						
Task 4.1	PMP Assessment and Populate PMP Database						
	Assessment of CarteGraph, GIS ID Link		4	8	16		\$3,156
	Pavement Work History Data Entry		1	1	16		\$1,686
	Conversion to StreetSaver (if selected) - see Optional Task XX below						
	Conversion to MicroPAVER (if selected) - see Optional Tasks below						
Task 4.2	Pavement Condition Surveys (350 miles)						
	Arterial and Local Street Survey (Walking survey)	2	14	12	415	4	\$40,560
Task 4.3	Maintenance & Rehabilitation, History and Decision Tree	3	22		2		\$4,772
Task 4.4	Budgetary Analysis and Final PMP Reporting	3	44	8	2	1	\$9,777
Task 4.5	PMP - GIS Link / Mapping						
	PMP - GIS Layer Update/Implementation	1	2	22	8		\$4,258
Task 4.6	Support Services - Preparation of Construction Bid Docs / Civil Engineering Services (Civil, Survey, GeoTech)						
	Reimbursables (printing, materials)						\$1,150
	All deliverables will become property of the City of Hemet						
	All Tasks are negotiable						
	Total Hours per Staff	15	101	59	496	10	
	Total Base Fee	\$ 3,500	\$ 17,675	\$ 7,965	\$ 42,656	\$ 750	\$73,946
	Optional Tasks						
Task 4.1	Conversion to StreetSaver (MTC requires individual agency license)						\$2,500
	Purchase of StreetSaver (Basic) + GIS Mapping Integration						\$5,250
Task 4.1	Conversion to MicroPAVER (no license purchase necessary - Bucknam will use own license)						\$4,250
Task 4.7	PMP Training and Technical Support		1		12		\$1,207
Task 4.8	PMP Presentation to the City Council						Pro Bono
	One survey using Digital Roadway Imaging allows you to collect:						
Task 4.9	Automated Digital Roadway Imaging (Citywide - 350 miles)*						\$59,900
	* Cost includes mobilization + Bucknam 5% markup						
	All digital images complete with GPS coordinates @ 15ft intervals						
	Pavement inspection data collected in-house by Bucknam (In-house data collection replaces Task 4.2 base inspection fee)						\$45,200
	Pavement measurements / distress data extracted from digital images						
	20% field QA/QC efforts will be placed on all automated survey efforts						
	All imagery will be owned by City						
	During PMP survey or after, additional asset inventories can occur:						
	Sign Inventory (typically \$3.85 per point)						TBD
	Catch Basins (typically \$2.75 per point)						TBD
	Manholes (typically \$3.00 per point)						TBD
	Street Striping, Legends (typically \$2.75 per point)						TBD
	Fire Hydrants, etc. (typically \$2.50 per point)						TBD
	Other asset to be identified at a later date						TBD
Additional services outside of this contract will be negotiated with the City where we will use the Standard Hourly Rate Schedule							

***Notes / Assumptions:**

Task 4.4 - Draft reporting will be submitted in October 2016 and Final reporting will be submitted by early November

Task 4.5 - Bucknam assumes City has a current ArcMap 10 license

Task 4.5 - Bucknam will provide final GIS shapefile to City GIS staff for publishing to GIS Enterprise

Task 4.6 - All Civil Engineering services will be accomplished under negotiated individual task orders to be approved individually by the City





Cost

APP Engineering Staff	Hourly Rate ¹
Principal	\$185
Project Manager	\$175
Quality Assurance Manager	\$165
Senior Engineer	\$145
Project Engineer	\$135
Traffic Engineer	\$130
Associate Engineer	\$120
Design Engineer	\$110
CADD Drafter	\$95
Administration	\$80

¹ The above hourly rates include wages, fringe and general and administrative overhead and fee, as well as typical supplies, tools and equipment required to perform services.

Other Direct Costs: Reimbursement of identifiable non-salary costs that are directly attributable to the project such as oversized and/or color reproduction costs, site facility hard phone line and/or internet service charges, noncommuter project miles and/or other travel expenses to remote fabrication yards / batch plants, overnight postage / couriers, etc., are billed at actual cost plus five percent (5%) to cover overhead and administration. Travel charges to a casting/ fabrication yard or batch plant will include the hourly billing rate plus travel expenses as listed in the Caltrans Travel Guide (State rates).

Fees for subconsultant services: Billed at actual cost plus five percent (5%) to cover overhead and administration.

Payment Terms: A late payment finance charge at a rate of 12 percent (12%) per annum will be applied to any unpaid balance commencing 30 days after the date of original invoice. This rate schedule is effective through June 30, 2016. Should the Contract duration be extended beyond June 2016, rates will be subject to annual and/or periodic revisions as necessary to accommodate inflationary trends, salary adjustments and the general costs of business, as mutually agreeable to the parties and approved via Contract amendment prior to implementing higher rates.

Exclusions to Scope and Fee: The following items are specifically excluded:

- Legal advice
- Specialized Software (other than MS Office Suite) and MS Project
- Building Code Inspection
- Surveying
- Design services and responsibilities
- Materials, soils and/or hazardous materials testing or monitoring
- Construction Labor, Materials and/or Equipment
- Copies of plan and specifications or other oversized drawings
- Work hours/level of effort over and above those initially approved for the Scope of Work / Project assigned or for delays to the contract time beyond the scope and control of APP.



- CIVIL AND STRUCTURAL ENGINEERS
- MUNICIPAL CONSULTANTS
- SURVEYORS / PLANNERS
- WATER RESOURCES
- TRANSPORTATION

SCHEDULE OF FEES

Effective July 1, 2016 – July 31, 2017

GENERAL SCOPE OF SERVICES

Cozad & Fox, Inc. provides services in the fields of civil engineering, structural engineering, and land surveying in accordance with presently accepted professional practices. **Cozad & Fox, Inc.** does not provide services relating to construction safety and shall be held harmless by the contractor from any liability in this regard. In the event that the client requests termination of work prior to its completion, we reserve the right to complete, at the client's expense, such analysis and records as are considered necessary by us to place our files in order and/or to protect our professional reputation.

PLAN CHECK SERVICES - RATES PER HOUR

	RATES
Principal Civil Engineer	\$120.00
Senior Plan Checker	\$105.00
Plan Checker	\$100.00
Engineering Technician.....	\$55.00
Administrative Services.....	\$50.00

PERSONNEL CHARGES - RATES PER HOUR

	RATES
Principal Civil Engineer/Principal Land Surveyor/Structural Engineer.....	\$175.00
Senior Project Engineer/Surveyor	\$145.00
Project Engineer/Surveyor	\$125.00
Assistant Project Engineer/Surveyor	\$115.00
Administrative/Project Coordination	\$80.00
Typing, printing	\$40.00
Survey - Office Analysis	\$145.00
*One Man Survey Crew	\$190.00
Two Man Survey Crew	\$250.00
Extra Survey Crew Support (Traffic control, etc.)	Estimated by project

*** With today's advanced technology, most of our surveys are completed by a one-man survey crew.**

OTHER CHARGES

Expert Witness - Deposition and/or Court appearance.....	Two times hourly rate
Expert Witness - Research, Case Review and/or Preparation.....	Normal hourly rate
Reimbursable Expenses and Sub Consultants	Lump Sum

- We can also provide these services at Lump Sum Rate equal to 70% of fees collected by City of Hemet in lieu of hourly rate.
- The City reserves the right, at its sole discretion, to temporarily with-hold or deduct a percentage of the plan check fees due to Consultant as compensation for damages to the City due to Consultant's failure to meet contract terms (i.e. up to 25% for failure to meet the schedule as identified in Section 7 of Attachment A or up to 100% for failure to provide a complete plan check as identified in Section 2 of Attachment A).



2015 SCHEDULE OF FEES

PROFESSIONAL SERVICES

Word Processor/Non-Technical Assistant/Draftsman.....	\$65/hr.
Engineering Assistant/Lab Technician.....	65/hr.
Engineering Field Technician (Geotechnical Inspection/Testing - Including Nuclear Gauge).....	75/95(PW)*/hr.
Engineering Special Inspector (Deputy/Special Inspection - Including Sampling Equipment).....	75/95(PW)*/hr.
Staff Engineer/Geologist.....	100/hr.
Project Engineer/Geologist.....	120/hr.
Senior Project Engineer/Geologist.....	135/hr.
Senior Engineer/Geologist.....	150/hr.
Associate Engineer/Geologist.....	180/hr.
Principal Engineer/Geologist/Litigation Support.....	220/hr.
Deposition or Court Appearance.....	400/hr.
Overtime/Saturday Rate/Night Rate (10pm – 6am).....	1.5 X Regular Hourly Rate
Sunday and Holiday Rate.....	2 X Regular Hourly Rate
Minimum Professional Fee.....	\$500/Per Project
Minimum Field Services Fee (per day or per call-out).....	4 Hours
Short-Notice Cancellation (within 24 hours).....	2 Hours
Short-Notice Cancellation (upon or after arrival at jobsite).....	4 Hours

*Prevailing Wage (PW) California Labor Code §1720, et. Seq

TRAVEL

Personnel.....	Regular Hourly Rate
Subsistence (Per Diem).....	\$125/day
Vehicle Mileage.....	0.60/mile

EQUIPMENT & MATERIALS

Nuclear Gauge.....	Included in Technician Rate	Stainless Sampling Pump.....	\$150/day
Coring Machine (concrete, asphalt, masonry).....	\$175/day	Battery-Powered Pump.....	75/day
Generator.....	100/day	Water Level Indicator.....	40/day
Asphalt Cold Patch/Concrete (60-lb.), Cement (94-lb.).....	20/bag	Interface Probe.....	58/day
GPS Unit.....	160/day	Photo-Ionization Meter.....	125/day
Pick-up Truck.....	125/day	Combustible Gas Meter.....	80/day
Equipment Truck.....	200/day	pH/Conductivity/Temperature Meter.....	50/day
Direct-Push Rig/Operator.....	165/190(PW)*/hour	Turbidity Meter.....	80/day
Drive-Tube Sampler.....	40/day	Level D PPE/Decon Rinse Equipment.....	50/day
Hand-Auger.....	40/day	De-Ionized Water (5-gallon).....	15/ea.
Soil Sample Tube (Brass).....	10/ea.	Air Compressor.....	100/day
Soil Sample Tube (Stainless).....	10/ea.	55-Gallon Drum.....	55/ea.
Bailer (Reusable).....	33/day	Visqueen (6 mil 20x100').....	135/roll
Bailer (Disposable).....	13/ea.	Traffic Cones/Barricades.....	35/day

LABORATORY TESTS**

COMPACTION CURVES

4-inch mold (D1557).....	\$175/ea.
6-inch mold (D1557).....	190/ea.
California Impact (CT 216).....	200/ea.
Check Point.....	85/ea.

SOIL AND AGGREGATE PROPERTIES

#200 Wash (D1140/C117).....	\$55/ea.
Wet or Dry Sieve Analysis to #200 (C136).....	80/ea.
Hydrometer Analysis (D422).....	150/ea.
Sieve Analysis with Hydrometer (D422).....	150/ea.

SOIL AND AGGREGATE STABILITY

Resistance Value, R-Value (D2844) (CT 301).....	\$250/ea.
R-Value, Treated (CT 301).....	260/ea.
California Bearing Ratio (D1883).....	525/ea.
Stabilization Ability of Lime (C977).....	180/ea.

PERMEABILITY, CONSOLIDATION AND EXPANSION

Permeability, Flexible Wall (D5084).....	\$265/ea.
Permeability, Rigid Wall (D5856).....	255/ea.
Consolidation, per point (D2435).....	42/pt.
Expansion Index (D4829/UBC 29-2).....	135/ea.

LABORATORY TESTS (CONTINUED)

Specific Gravity, Soil (D854)	\$70/ea.	AGGREGATE QUALITY	
Specific Gravity Coarse Aggregate (C127)	50/ea.	Sieve Analysis (Both Fine & Coarse) (CT 202)	175/ea.
Specific Gravity Fine Aggregate (C128)	68/ea.	L.A. Rattler Test (500 rev.) (C131)	185/ea.
Moisture Determination, tube sample (D2216)	21/ea.	Sulfate Soundness (per sieve size) (C88)	100/ea.
Moisture Content (CT 226)	25/ea.	Durability Index (fine or coarse) (D3744)(CT 229)	165/ea.
Moisture Determination and Unit Weight (D2937)	42/ea.	Unit Weight (C-29)	\$69/ea.
Atterberg Limits: Plasticity Index (D4318)	150/ea.	Organic Impurities - Sand (C40)	55/ea.
Sand Equivalent (D2419)(CT 217)	90/ea.	Friable Particles (C142)	80/ea.
pH and Resistivity (CT 643)	130/ea.	SHEAR STRENGTH	
Sulfate Content (CT 417)	90/ea.	Unconfined Compression (D2166)	\$95/ea.
Chloride Content (CT 422)	50/ea.	Direct Shear, Quick, per point (D3080)	65/pt.
CONCRETE		Unconsolidated-Undrained Triaxial Shear (D2850)	110/pt.
Compressive Strength, Cast Cylinders (C39)(CT 521)	30/ea.	Unconsolidated-Undrained Triaxial Staged (D2850)	158/ea.
Compressive Strength, Cores (C42)	43/ea.	Consolidated-Undrained Triaxial Shear (D4767)	263/pt.
Cleanness Value (CT 227)	165/ea.	Consolidated-Undrained Triaxial Staged (D4767)	335/ea.
Flexural Strength Beam (C78/C293)	80/ea.	Consolidated-Drained Triaxial Shear (EM1110)	370/pt.
Splitting Tensile Test (C496)	69/ea.	Consolidated-Drained Triaxial Staged (EM1110)	475/ea.
Mix Design Review	185/ea.	MASONRY	
Trial Batch	475/ea.	CMU Compressive Strength (C140)	\$60/ea.
Rebar 1 Tensile & 1 Bend Test(Up to #11)	100/ea.	Compressive Strength, Grout (C1019/UBC 21-19)	30/ea.
ASPHALT CONCRETE		Compressive Strength, Mortar (C109/UBC 21-15,16)	30/ea.
Density, Hveem (D2726/CAL308)	\$85/ea.	CMU Unit Wt., Dimension, Absorption (C140)	60/ea.
Stabilometer (D1560/CAL304)	99/ea.	Compressive Strength, Small Prism ≤7.62" (C1314)	105/ea.
Theoretical Max. Specific Gravity (D2041)	70/ea.	Compressive Strength, Large Prism >7.62" (C1314)	150/ea.
Sieve Analysis Extracted Aggregate (D5444)	80/ea.	Shotcrete Panel – Coring and Testing (per core)	65/ea.
% Asphalt, Ignition Method (CT 382//D6307)	100/ea.	CMU Compressive Strength (C140)	\$60/ea.
% Asphalt, Nuclear Gauge (CT 379)	105/ea.		
Unit Weight, Core (D1188)	60/ea.		

****2X Surcharge on rush turn-around for laboratory testing.**

1. *Listed are typical charges for the services most frequently performed by Geocon. Prices for unlisted services as well as special quotations for programs involving volume work will be provided upon request. Laboratory test prices shown are for laboratory work only, and include reporting of routine results not calling for comments, recommendations or conclusions.*
2. *Sampling and testing is conducted in substantial conformance with the latest applicable or designated specifications of the American Society for Testing and Materials, Caltrans, American Association of State Highway and Transportation Officials, or other pertinent agencies.*
3. *Saturday, night work, and overtime hours are charged at time and one-half; Sundays and holidays at double time. Nightwork is an eight hour minimum. Per diem is \$125.00 per day when location of work dictates.*
4. *Equipment and materials will be billed at cost plus 15%. Outside services including subcontractors and rental of special equipment are billed at cost plus 15%. Hourly services are billed portal to portal from closest office in accordance with the stated hourly rates herein, with a minimum two-hour charge*
5. *Invoices will be submitted at four-week intervals. Terms of payment are met upon presentation of invoice. Invoices become delinquent thirty (30) days from invoice date and subject to one and one-half percent (1-1/2%) service charge per month, or the maximum rate allowed by law, whichever is lower. If Client objects to all or any portion of any invoice, Client will so notify Geocon in writing within fourteen (14) calendar days of the invoice date, identify the cause of disagreement, and pay that portion of the invoice not in dispute. The parties will immediately make every effort to settle the disputed portion of the invoice. Payment on delinquent invoices will first be applied to accrued interest and then to the principal amount. All time spent and expenses incurred (including any attorney's fees and costs) in connection with collection of any delinquent amount will be paid by Client to Geocon per Geocon's current fee schedule.*
6. *Client and Geocon shall allocate certain of the risks so that, to the fullest extent permitted by law, Geocon's (the term "Geocon" includes Geocon's partners, officers, directors, employees, agents, affiliates, subcontractors and subconsultants) total aggregate liability to Client is limited to the greater of \$50,000 or the total compensation received from Client by Geocon for services rendered on this project, for any and all of Client's injuries, damages, claims, losses, expenses, or claim expenses arising out of this Agreement from any cause or causes, including attorneys' fees and costs which may be awarded to the prevailing party, and Client agrees to indemnify and hold harmless Geocon from and against all liabilities in excess of the monetary limit established above.*

Client and Geocon shall allocate certain of the other risks so that, to the fullest extent permitted by law, Client shall limit Geocon's total aggregate liability to all third parties, including contractors, subcontractors of all tiers, materialmen, and others involved in Client's project, as well as persons and other entities not involved in the project, to the greater of \$100,000 or the total compensation received from Client by Geocon for services rendered on this project, for any and all injuries, damages, cause or causes, including attorneys' fees and costs which may be awarded to the prevailing party, and Client agrees to indemnify and hold harmless Geocon from and against all liabilities in excess of the monetary limit established above, including all liability incurred by Geocon for acts, errors, or omissions, pursuant to entering into agreements with third parties on behalf of Client in order to obtain access or entry onto property not owned by Client. Client agrees to notify all contractors and subcontractors of any limitation of Geocon's liability to them, and require them to abide by such limitation for damages suffered by any contractor or subcontractor arising from Geocon's actions or inactions. Neither the contractor nor any subcontractor assumes any liability for damages to others which may arise on account of Geocon's actions or inactions.



Staff Report

TO: Honorable Mayor and Members of the City Council

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

DATE: July 26, 2016

RE: Award of Purchase Order for Automotive and Truck Parts and Supplies to Napa Auto Parts

RECOMMENDED ACTION:

It is respectfully recommended that the City Council:

- Authorize award of purchase order to Napa Auto Parts for annual automotive and truck parts and supplies in the amount of \$80,000 for FY 16/17; and
- Authorize the City Manager to execute a purchase order in support of this award.

BACKGROUND:

The Equipment Maintenance Division services and maintains over 350 vehicles and equipment that make up the City of Hemet vehicle fleet. Equipment Maintenance supports all City Departments with their biggest customer fleet being Police, Fire, and Public Works.

Equipment, parts and supplies are needed in a timely manner to provide maintenance and necessary repairs to vehicles and/or equipment. Having an established annual purchase order allows staff to respond quickly, and saves staff time by eliminating the need for frequent bid processes.

Napa Auto Parts is a locally owned business and historically has had the most competitive pricing. Staff regularly checks prices to ensure best value to the city and makes this recommendation based on their most recent review of pricing.

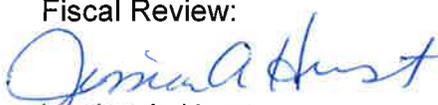
FISCAL IMPACT:

No General Fund Impact. Funding for maintenance and repair supplies is available in previously approved FY16/17 Equipment Maintenance Operating Budgets through 684-4550-2350 in the amount of \$150,000.00.

Respectfully submitted,


Charles Heintz
Equipment Maintenance Supervisor

Fiscal Review:


Jessica A. Hurst
Deputy City Manager/
Administrative Services Director



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: July 26, 2016

RE: Resolution of the City Council of the City of Hemet initiating proceedings for the formation of Hemet Landscape Maintenance District No. 103, Redline Express Car Wash 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. 103, Redline Express Car Wash 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. On December 16, 2014 the City Council adopted Resolution No. 14-030 approving Conditional Use Permit (CUP) No. 14-008 for the construction and operation of a 3,492 square foot express car wash with 19 self-service vacuum stalls on a 33,670 square foot lot located at 250 South Sanderson Avenue. The Conditions of Approval of the CUP included the establishment of a Lighting and Landscape Maintenance District for maintaining landscaping improvements at the western edge of APN 448320034-2 and partially within the adjoining public right-of-way known as Sanderson Avenue.

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. 16-059



CITY OF HEMET
Hemet, California
RESOLUTION NO.16-059

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A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF HEMET, CALIFORNIA INITIATING PROCEEDINGS FOR THE FORMATION OF HEMET LANDSCAPE MAINTENANCE DISTRICT NO. 103, REDLINE EXPRESS CAR WASH, 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.

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

23
24 **WHEREAS**, The City Council of the City of Hemet, California has, by previous
25 resolutions, formed Districts known and designated as the Landscape Maintenance
26 Districts (hereafter referred to as the "Districts") pursuant to the provisions of the
27 *Landscaping and Lighting Act of 1972, Part 2 of Division 15 of the Streets and*
28 *Highways Code of California, beginning with Section 22500* (hereafter referred to as the
29 "Act"), that provides for levy and collection of assessments by the County of Riverside
30 for the City of Hemet to pay the maintenance and services of landscaping and all
31 appurtenant facilities and operations related thereto; and,
32

33
34 **THE CITY COUNCIL OF THE CITY OF HEMET FINDS, DETERMINES,**
35 **ORDERS AND RESOLVES AS FOLLOWS:**

36
37 Section 1. The City Council hereby proposes to form a new landscape
38 maintenance district to levy and collect assessments against the lots and parcels of land
39 within the Hemet Landscape Maintenance District No. 103, (hereinafter referred to as
40 the "District") to pay for the costs and expenses of the improvements described in
41 Section 3 hereof for the fiscal year commencing July 1, 2017 and ending June 30, 2018,
42 pursuant to the Landscaping and Lighting Act of 1972, being Part 2 of Division 15 of the
43 California Streets and Highways Code (the "Act") and as provided by Article XIII D of the
44 California Constitution.
45

1 Section 2. The general location and boundaries of the proposed District are
2 shown on maps on file in the office of the City Clerk, open to public inspection, and by
3 reference are made part of this resolution. The District is designated as: "Hemet
4 Landscape Maintenance District No. 103, Redline Express Car Wash."
5

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

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

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

36 Section 6. That the City Clerk shall certify to the passage and adoption of this
37 resolution; shall enter the same in the book of original resolutions of said City; and shall
38 make a minute of passage and adoption thereof in the records of the proceedings of the
39 City Council of said City, in the minutes of the meeting at which this resolution is passed
40 and adopted.
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PASSED, APPROVED, AND ADOPTED this 26th day of July, 2016.

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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 26th day of July 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 *A*

DATE: July 26, 2016

RE: Resolution of the City Council of the City of Hemet declaring its intention to form Landscape Maintenance District No. 103, to levy and collect assessments within said District, preliminarily approving the engineer's report, and appointing a time and place for the public hearing on the formation of Landscape Maintenance District No. 103, Redline Express Car Wash and the levy and collection of assessments 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. 103, Redline Express Car Wash and to levy and collect assessments within the district for Fiscal Year 2017-2018; preliminarily approving the engineer's report and appointing September 13, 2016 for hearing protests.

BACKGROUND:

By its previous action the City Council approved Resolution Bill No. 16-059 initiating proceedings and ordering the engineer's report in connection with the formation of Landscape Maintenance District No. 103, Redline Express Car Wash, and the levy and collection of assessments 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, drainage devices and drywells 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. 103, Redline Express Car Wash assessment for the fiscal year 2017-2018 is \$2,653.53.

Respectfully submitted,

Jessica A. Hurst
Deputy City Manager/Admin Services

Attachments: Resolution Bill No. 16-060



CITY OF HEMET
Hemet, California
RESOLUTION NO. 16-060

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF HEMET, CALIFORNIA DECLARING ITS INTENTION TO FORM THE CITY OF HEMET LANDSCAPE MAINTENANCE DISTRICT NO. 103, REDLINE EXPRESS CAR WASH, 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. 16-059, 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. 103, Redline Express Car Wash (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 Engineer has prepared and filed a written report (the "Report") with the City Clerk, which

1 pertains to the proposed District, and by this resolution the City Council approve said
2 Report.

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

15
16 Future CPI adjustments in the assessment rate will be limited by the greater of four
17 percent (4%) or the cumulative percentage increase in the Consumer Price Index for all
18 Urban Consumers ("CPI-U") for the Los Angeles-Riverside-Orange County California
19 Standard Metropolitan Statistical Area ("Index") published by the Bureau of Labor
20 Statistics of the United States Department of Labor. The annual CPI-U adjustment will
21 be based on the cumulative increase, if any, in the Index as it stands in March of each
22 year over the base Index of 2017. Adjustments beyond the greater of four percent (4%)
23 or the CPI-U rate will require approval of the property owners of record as required by
24 Proposition 218 "The Right to Vote on Taxes Act".

25
26 Section 3. The improvements within the District include but are not
27 limited to: the operation, maintenance, and servicing of ornamental structures,
28 landscaping, including trees, shrubs, grass, and other ornamental vegetation, and
29 appurtenant facilities, including irrigation systems, drainage devices, and drywells
30 located in public places within the boundaries of the District. Maintenance means the
31 furnishing of services and materials for the ordinary and usual maintenance, operation,
32 and servicing of the ornamental structures, landscaping and appurtenant facilities,
33 including repair, removal or replacement of all or part of any of the ornamental
34 structures, landscaping or appurtenant facilities; providing for the life, growth, health and
35 beauty of the landscaping, including cultivation, irrigation, trimming, spraying, fertilizing,
36 and treating for disease or injury; the removal of trimmings, rubbish, debris and other
37 solid waste; and the cleaning, sandblasting, and painting of walls and other
38 improvements to remove or cover graffiti. Servicing means the furnishing of electricity
39 for the irrigation and operation of the ornamental structures, landscaping, and
40 appurtenant facilities, and water for the irrigation and control of the landscaping and the
41 maintenance of any of the ornamental structures, landscaping and appurtenant
42 facilities.

43
44 Section 4. The general location and boundaries of the proposed District are
45 shown on maps on file in the office of the City Clerk, which are incorporated herein by
46 reference, and open to public inspection. The designation of the proposed District is as

1 follows: City of Hemet Landscape Maintenance District No. 103, Redline Express Car
2 Wash.

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 detailed description
6 of 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 13th day of September 2016 at
10 7:00pm in the Council Chambers of the City of Hemet, 450 E. Latham Avenue, Hemet,
11 California 92543, is the time and place fixed for a public hearing by the City Council on
12 the question of the formation of the District and the levy and collection of assessments
13 for fiscal year 2017-2018 against lots and parcels of land within the District. At the
14 hearing, all interested persons shall be afforded the opportunity to hear and be heard.
15 Procedures of the City applicable to the completion, return, and tabulation of the ballots
16 required pursuant to Article XIII D, Section 4 of the California Constitution are on file in
17 the office of the City Clerk and open to public inspection.

18
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.

21
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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30 PASSED, APPROVED, AND ADOPTED this 26th day of July, 2016.

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Bonnie Wright, Mayor

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38 ATTEST:

APPROVED AS TO FORM:

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41 _____
Sarah McComas, City Clerk

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Eric S. Vail, City Attorney

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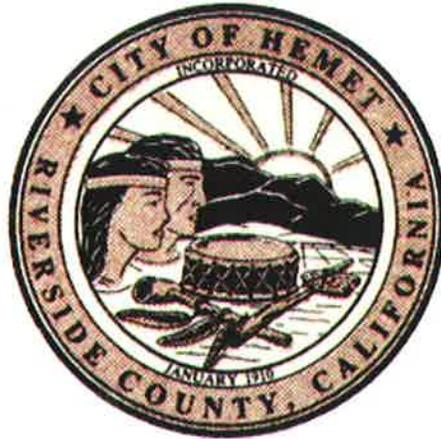
State of California)
County of Riverside)
City of Hemet)

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

AYES:
NOES:
ABSTAIN:
ABSENT:

Sarah McComas, City Clerk

City of Hemet



ENGINEER'S REPORT FOR Landscape Maintenance District No. 103 (Redline Express Car Wash)

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

July 2016

AGENCY: CITY OF HEMET

**PROJECT: FORMATION OF CITY OF HEMET
LANDSCAPE MAINTENANCE DISTRICT NO. 103**

**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 California Streets and Highways Code, in compliance with the substantive and procedural requirements of Articles XIII C and XIII D of the California Constitution, and under the direction of the City Council of the City of Hemet, California ("City Council"), submitted herewith is the Engineer's Report ("Report") for the City of Hemet ("City").

This Report provides for the formation of the City of Hemet Landscape Maintenance District No. 103 ("District") as required under the terms of Conditional Use Permit No. 14-008 issued for the development of Assessor Parcel Number (APN) 448320034-2, 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 continuing in all subsequent Fiscal Years, for the area to be known and designated as:

LMD NO. 103

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

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 parcel, lot, or subdivision of land has been given a separate 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 and Assessment Roll, correspond to the

numbers assigned to each parcel by the Riverside County Assessor and are current as of the date of this Report. 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 20th day of July, 2016

PSOMAS



A handwritten signature in black ink, appearing to read "Steven B. Frieson", written over a horizontal line.

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, said act being Part 2 of Division 15 of the California Streets and Highways Code ("1972 Act"), the costs and expenses of Landscape Maintenance District No. 103 ("LMD No. 103" 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 in Part IV of this Report. On the 26th day of July, 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. 103 did, pursuant to the provisions of the 1972 Act, adopt Resolution No. 16-059 for a special assessment district known and designated as:

Landscape Maintenance District No. 103

The formation of LMD No. 103 includes the commercial subdivision identified by the Assessor Parcel Number (APN) valid as of the date of this Report: 448320034-2. Establishment of a landscape maintenance district is a prerequisite for development of this parcel under the terms of Conditional Use Permit No. 14-008, approved December 16, 2014.

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 on the date of this Report. Each of which subdivisions of land into parcels or lots, respectively, has been assigned a lot number within a specific tract or an APN and is so 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. 103 and the establishment of the Maximum Assessment to be levied and collected commencing Fiscal Year 2017-2018 and continuing in subsequent fiscal years.

PART I

Plans and Specifications: A description of LMD No. 103 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. 103. The proposed improvements described in this Report are based on the requirements of Conditional Use Permit No. 14-008 and the current development and improvement plans provided to Psomas by the City of Hemet as of the date of this Report. Landscape improvement plans (“Plans”) by Larry G. Tison & Associates, dated December 1, 2015, are on file in the office of the City Engineer and are incorporated into this Report by reference.

PART II

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. 103 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. 103 at build-out.

PART III

Cost Estimate: An estimate of the cost of the landscaping improvements, including incidental costs and expenses in connection therewith, for Fiscal Year 2017-2018.

PART IV

Assessment Diagram/Boundary Map: An Assessment Diagram/Boundary Map showing the parcels of land included within the boundaries of LMD No. 103. 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.

B. Assessment District

The improvements and services to be provided by LMD No. 103 generally include landscape maintenance. The formation of LMD No. 103 will provide the financial mechanism (annual assessments) by which the ongoing operation and maintenance of these improvements and services will be funded. LMD No. 103'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. 103 is located within the City of Hemet, County of Riverside, State of California generally east of Sanderson Avenue, north of Acacia Avenue, west of Kirby Street, and south of Florida Avenue. At full development, LMD No. 103 is projected to include one assessable commercial lot and zero non-assessable lots. LMD No. 103 consists of all lots/units, parcels and subdivisions of land located in the following as yet undeveloped area:

- Assessor Parcel Number(s) as of the date of this Report: 448320034-2

A general boundary map for the District is presented in Part IV of this Report.

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, landscaping, irrigation systems, sidewalks, and drainage.
 - 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. 103

LMD No. 103 provides for the collection of annual assessments to fund the ongoing maintenance and servicing of landscaping improvements within a 2,600 square foot area located at the western edge of APN 448320034-2 and being partially within the adjoining public right-of-way known as Sanderson Avenue. The assessments will also fund any appurtenant facilities and related incidental expenses 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 which are the responsibility of LMD No. 103.

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.

Landscape maintenance is the responsibility of LMD No. 103.

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. Section 22573 of the 1972 Act gives the following instructions for apportioning assessments to the parcels within the district:

“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 for parcels within LMD No. 103 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. 103. 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 maintenance districts, as the benefit to each parcel from the improvements are apportioned as a function of land use type 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 assessed 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.

Studies have consistently shown that trip generation and wastewater usage are a function of population density. It is concluded that other infrastructure will be similarly impacted at a reduced level. The smaller average unit size of multi-family residences and mobile homes result in a lesser benefit per unit from district services. The average apartment unit impacts infrastructure approximately 80% as much as a single family residence, while 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 Park parcel are calculated based on the number of dwelling units and the appropriate Equivalent Benefit Factor (as shown in Table 1). Specifically, 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 multi-unit residential parcel. Similarly, the total EBUs for a mobile home park 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 not Exempt, Public Property, Property Owners Association Property, Vacant-Rural, and are used in retail, professional, medical, restaurant, government, institutional, financial, lodging, and other commercial or 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. This category includes vacant Commercial/ Industrial and vacant Multi-Family parcels.

Vacant-Rural: Vacant-Rural 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 per acre (25% of 2.58 EBUs), 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 at the rate appropriate to their future designated use.

Property Owners Association Property (POAP): Property Owners 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 maintenance 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 to be assessed.

Public Property: Public property means all parcels which are (i) used for rights-of-way or any other purpose and are 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 (ii) are defined as having a zero EBU factor and, therefore, zero EBUs to be assessed. 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 Property Owners Association 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-way, public greenbelts, parkways and that portion of public property that is not developed or 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 do not benefit from the improvements. These parcels are defined as having a zero EBU factor and, therefore, zero EBUs to be assessed.

Determination of Rate

A summary of Equivalent Benefit Unit (EBU) rates is shown in Table 1:

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. 103 over and above general benefit conferred upon the assessable real property within LMD No. 103 or to the public at large. The Assessment for each assessable parcel within LMD No.103 is calculated as follows:

Each parcel currently within the District will be placed into one of the designated categories by land use. Using the EBU Rate for the applicable land use category in Table 1 above, multiply the EBU rate by the number of Basic Units for each parcel to determine the number of EBUs for that parcel.

Once the total costs and the total number of EBUs associated with 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 individual parcel's assessment will then be determined by multiplying the District assessment rate by the parcel's total EBUs.

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

Currently, there is one commercial parcel, 0.84 acres in size, located in the District. Applying the EBU formula (2.58 EBUs x .84 acres) results in a total EBU count of 2.17 for LMD No. 103. Since LMD No. 103 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 below.

General Benefit

The total benefit from the improvements is a combination of the special benefits to the parcels in the District and the general benefits to the public at large and to adjacent property owners. The portion of the total maintenance costs associated with general benefits, if any, 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 the District is nominal. Therefore, the general benefit portion of the benefit received from District improvements is zero.

Special Benefit

The landscaping improvements within LMD No. 103 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 in 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 these lots or parcels. Therefore, each and every lot or parcel within the District could not have been developed in the absence of the installation and expected maintenance of these improvements and appurtenant facilities. In addition, the improvements continue to confer a particular and distinct special benefit upon parcels within LMD No. 103 because of the nature of the improvements.

The proper maintenance of landscaping and appurtenant facilities specially benefits parcels within LMD No. 103 by moderating temperatures, providing oxygenation, attenuating noise from adjacent streets, and controlling dust for those properties in close proximity to the landscaping. Spraying and treating landscaping for disease reduces the likelihood of insect infestation and spread of other diseases to landscaping throughout the properties in the District.

The property maintenance of the landscaping, ornamental structures, and appurtenant facilities reduces property-related crimes against properties in the District (especially vandalism) by screening the 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 in the District.

Based on the benefits described above, landscaping improvements are an integral part of the quality of life within 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, utility easements, or flood channel parcels. Government-owned easements, utility easements, and flood channel parcels do not benefit from the improvements due to their type of use and lack of human 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 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. 103 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 the properties themselves.
- Enhanced adaptation of the urban environment within the natural environment by providing adequate green space and landscaping.
- Enhanced environmental quality through improved erosion resistance, dust and debris control, and fire prevention.
- Increased sense of pride in ownership 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) through well-maintained surroundings 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 EBU basis. For a single parcel District, all EBUs 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. 103, the initial Maximum Assessments for Fiscal Year 2017-2018 are as follows:

- The initial Maximum Assessment established within LMD No. 103 shall be \$2,653.53
- Pursuant to the Plans, the single parcel within the District shall have an initial Maximum Assessment of \$2,653.53, or \$1,222.82 per EBU.

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 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 in March of each year over the base Index of 2017.

The Maximum Assessment is adjusted annually and is calculated independent of the LMD No. 103 annual budget and proposed annual assessment. The 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 for that fiscal year. In no case shall the annual assessment exceed the Maximum Assessment.

Although the Maximum Assessment will increase each year, the actual LMD No. 103 assessments may remain virtually unchanged. The Maximum Assessment adjustment is designed to establish a reasonable limit on LMD No. 103 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 to an amount greater 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 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 LMD No. 103. 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. 103.

PART III – COST ESTIMATE

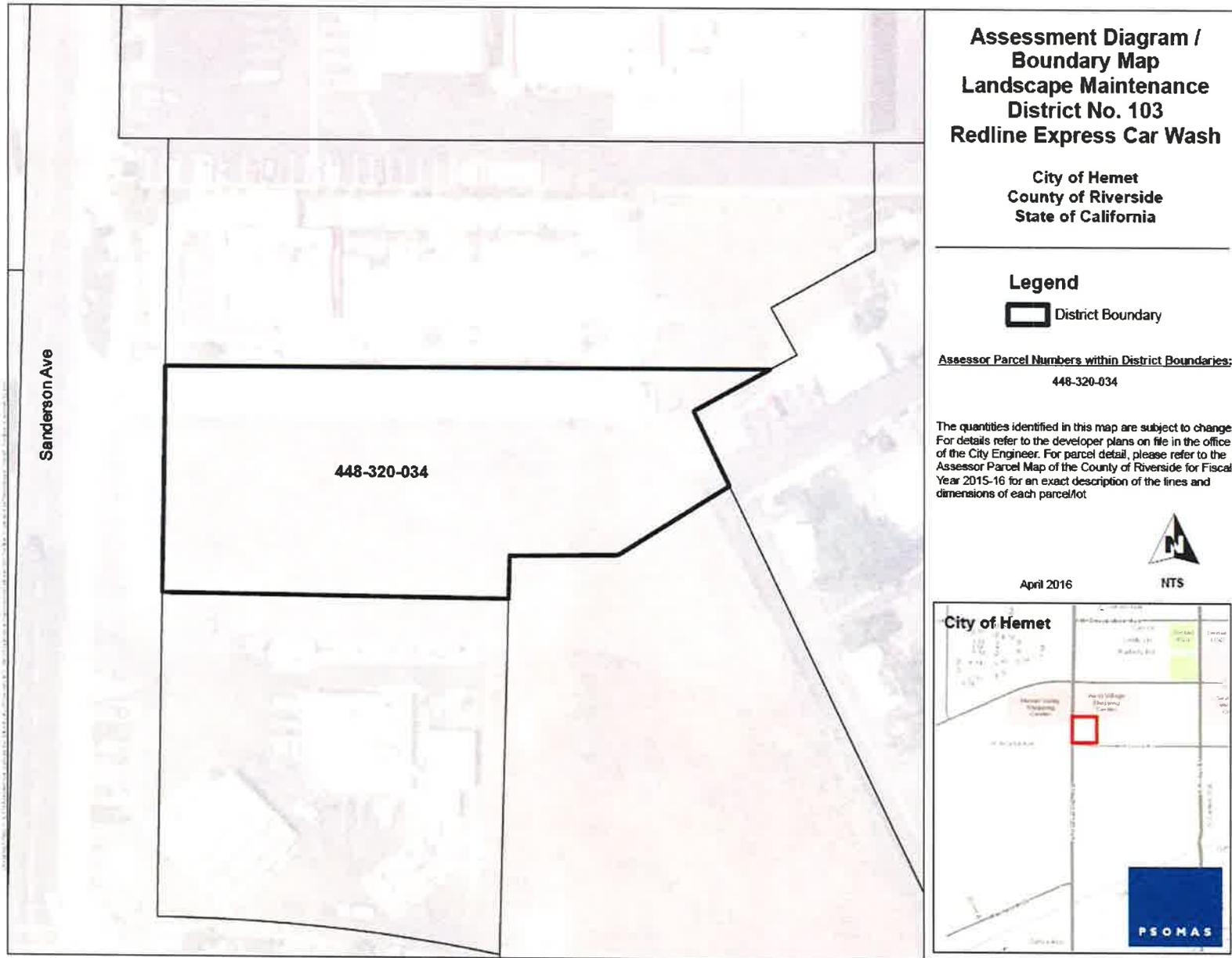
LANDSCAPE MAINTENANCE DISTRICT NO. 103			
CITY OF HEMET			
ANNUAL BUDGET			
FISCAL YEAR 2017-18			
MAINTENANCE OF IMPROVEMENTS			
FUNCTION	PROJECTED ANNUAL COST	NO. OF EBUs ⁽¹⁾	COST PER EBU
Landscape Maintenance ⁽²⁾	\$ 1,560.00 /	2.17	\$ 718.89
Tree Trimming ⁽³⁾	\$ 75.00 /	2.17	\$ 34.56
Mulch ⁽⁴⁾	\$ 130.00 /	2.17	\$ 59.91
Backflow Certificate	\$ 50.00 /	2.17	\$ 23.04
Calsense	\$ 250.00 /	2.17	\$ 115.21
TOTAL MAINTENANCE COSTS	\$ 2,065.00		COST PER EBU \$ 951.61
INCIDENTAL COSTS			
FUNCTION	PROJECTED ANNUAL COST	NO. OF EBUs	COST PER EBU
Administrative Costs	\$ 175.53 /	2.17	\$ 80.89
Contingency	\$ 206.50 /	2.17	\$ 95.16
Operating Reserves	\$ 206.50 /	2.17	\$ 95.16
TOTAL INCIDENTAL COSTS	\$ 588.53		COST PER EBU \$ 271.21
TOTAL PROJECTED COSTS	\$ 2,653.53		COST PER EBU \$ 1,222.82
			MAXIMUM ANNUAL ASSESSMENT FY 17-18 \$ 2,653.53
			MAXIMUM PER EBU ASSESSMENT FY 17-18 \$ 1,222.82
			ANNUAL ASSESSMENT FY 17-18 \$ 2,653.53
			PER EBU ASSESSMENT FY 17-18 \$ 1,222.82
⁽¹⁾ District is composed of a single parcel. ⁽²⁾ 2,600 sqft of landscaping and 1,524 sqft of hardscape are maintained by the City. ⁽³⁾ 3 trees are maintained by the City. ⁽⁴⁾ 2,600 sqft of mulch is maintained by the City.			

PART IV – ASSESSMENT DIAGRAM / BOUNDARY MAP

FISCAL YEAR 2017-2018 LMD NO. 103

The Assessment Diagram/Boundary Map for LMD No. 103 by this reference is incorporated and made a part of this Report. Only the parcels identified within the LMD No. 103 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(s) shall be based on the method of apportionment and the assessment rate as defined 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 as a proportionate share of the original assessment.



PART V – ASSESSMENT ROLL

Parcel identification for each lot/unit or parcel within LMD No. 103 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. 103 includes the following APN as of the date of this Report:

448320034-2

The initial Maximum Assessment per parcel shall be \$2,653.53⁽⁵⁾.

LANDSCAPE MAINTENANCE DISTRICT NO. 103 (REDLINE)

PROPOSED FISCAL YEAR 2017-2018 MAXIMUM ASSESSMENTS⁽⁶⁾

Parcel No.	EBUs	Maximum Assessment
448320034-2	2.17	\$2,653.53

⁽⁵⁾ The Actual Assessment per Assessable Parcel, when submitted to the tax roll, will be rounded to even pennies, as required by the Riverside County Auditor-Controller to allow for the equal division of 2 equal installment payments on the property tax bill.

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





Staff Report

TO: Honorable Mayor and Members of the Hemet City Council

FROM: Bonnie Wright, Mayor
K. Paul Raver, Mayor Pro Tem
Alex P. Meyerhoff, City Manager
David M. Brown, Chief of Police
Scott Brown, Fire Chief

DATE: July 26, 2016

RE: **Revenue Measure Ad Hoc Report and Recommendations**

RECOMMENDED ACTIONS:

1. Receive the Report of the Ad Hoc Committee
2. Hold a Public Hearing to discuss the Ad Hoc Committee's recommendations
3. Adopt Resolution Bill No.16-064 placing a transactions and use tax ordinance and an advisory measure regarding the expenditure of tax proceeds on the November 8, 2016 General Election Ballot
4. Adopt Resolution Bill No.16-065 committing to expend all proceeds of the transactions and use tax, if approved by voters, for the enhancement of public safety services within the City of Hemet

BACKGROUND:

On February 23, 2016, the Hemet City Council Revenue Options Ad Hoc Committee, city manager, city attorney and police and fire chiefs presented their findings and recommendations to the full city council. The recommendation of the Ad Hoc was to place a Special Purpose Public Safety Sales Tax Revenue Measure on the June 7 special election/primary ballot. Several dozen community members expressed support for the measure during the public hearing, attended by approximately 800 citizens.

The city council voted 4-1 to place the revenue measure on the June 7 ballot. The measure was assigned the designation "Measure E" by the Registrar of Voters. Due to the "special purpose" provision, Measure E required a super majority (2/3) of "yes" votes to pass. The measure was defeated by a narrow margin (approx. 3.6%).

On July 16, 2016 at a regularly scheduled Hemet City Council meeting, several community members express their concerns regarding the on-going community safety needs in the City of Hemet. A broad range of concerns were expressed by a number of speakers regarding the negative impacts that crime and safety issues were having on area businesses and to individual community members and their families. Speakers appealed to the City Council to consider placing a general revenue measure on the November 8, 2016 General Election Ballot.

At the end of the public comment period, council members discussed the need to address these issues including the discussion of establishing a city council ad hoc committee to examine the city's revenue needs related to addressing and enhancing Public Safety needs in the City. Mayor Bonnie Wright established an Ad Hoc Committee consisting of herself and Mayor Pro Tem Paul Raver to examine the issue and report back to the full council with recommendations.

ANALYSIS:

The Ad Hoc Committee met with the city manager and public safety chiefs and determined that the same public safety conditions that prompted the placement of the June 7th measure still exist in the City of Hemet. A summary of those conditions presented at the February 23rd meeting are included below:

- Overall crime is up 21% since 2010. The number of violent crimes has increased is up over 50% in the same period.
- There are 25% fewer police officers on the street today than there were in 2006.
- Last year the Hemet Fire Department responded to 16,171 calls for service and call volume has been increasing by 12.2% annually. Calls for service include medical, rescue and fire emergencies.
- Since 2008, significant budget cuts have resulted in a 40% reduction in fire department staffing, including closing an Engine Company, Truck Company and eliminating Battalion Chiefs responsible for training, fire prevention and emergency medical certifications. Staff reductions occurred despite a 23% increase in calls for emergency services and a 21% increase in population.
- Assaults of Hemet Police Officers have increased over 1100% since 2013.
- Mental Health related calls (5150 WIC) have increased 94.8% since 2005.
- Hemet police officers responded to an average of five "5150" calls per day in 2015.
- Public nuisance calls (trespassing, disturbing the peace, etc) have increased from 1,173 in 2010 to 13,206 in 2015 (1025% increase). That represents 13,206 man hours or 6.5 full time police officers working 40 hours per week responding to these calls.
- There are no fire engines on duty at Station 5 in eastern Hemet.

In addition to the on-going crime and safety issues, the negative impacts of the State of California's Prisoner Realignment (AB-109) and Proposition 47 coupled with the lingering effects of the recession on the local economy have left many regional cities considering similar revenue measures for the November ballot.

The Ad Hoc Committee also reviewed the data from the independent public opinion research that was conducted by Fairbank, Maslin, Maullin, Metz & Associates (FM3 Research) in February of this year. A summary of the research findings is listed below:

- 62% of respondents supported a general purpose one cent sales tax, well above its simple majority (50%+1) vote threshold required for a general measure.
- The City's public safety agencies enjoy excellent job ratings. Fire Department, 82% excellent or good. Police Department, 72% excellent or good.
- 81% of respondents say crime in general is an "extremely" or "very" serious problem.
- Respondents overwhelmingly believe the City needs additional funding with 72% saying there was "great" or "some" need for additional funds. A near majority (49%) said there was "great need."
- Accountability provisions are very important to voters, 81% reporting they would be more likely to support a measure if all funds are required to be spent in Hemet.

After careful analysis of the revenue enhancement options available to the city, feedback from the community, stakeholders, and the two independent statistically valid community surveys, the Ad Hoc Committee concluded that a one cent general purpose transactions and use "sales" tax measure is the best revenue enhancement option available. And, after hearing from so many community members and stakeholders about the importance of the funding public safety, the Ad Hoc Committee is recommending that the revenue measure be accompanied by an advisory measure that, if approved by a majority of voters, would require all proceeds from the tax to be spent on enhancements to public safety services.

The city attorney prepared a draft resolution, ordinance and ballot language to place a 1% general purpose transactions and use tax, requiring annual independent audits, on the November 8, 2016 General Election Ballot pursuant to Revenue and Taxation Code sections 7285.9 – 7285.92.

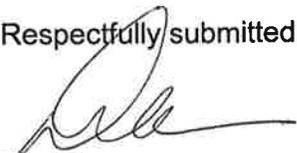
The city attorney also prepared a resolution and ballot language to place an advisory measure on the ballot to commit all proceeds of the transactions and use tax, if approved by voters, to be expended on enhancements to public safety within the City of Hemet.

Based on the on-going urgent need to fund enhanced public safety and essential services in the City of Hemet, the ad hoc committee is recommending that the full city council approve and place the attached revenue measure and advisory measure on the November, 8, 2016 General Election Ballot. To be effective, the ordinance must be adopted by a 2/3 vote of the membership of the Council and then be submitted to the City's voters who must enact the measure by a majority vote.

FISCAL IMPACT:

An estimate from the Riverside County Registrar of Voters was not available. However, the City of Hemet will call a citywide election for treasurer and three district council seats. The cost of adding two citywide ballot measures is expected to be minimal.

Respectfully submitted,



David M. Brown
Chief of Police



Scott Brown
Fire Chief

Legal review of Ordinance and Resolutions,



Eric S. Vail, Esq.,
City Attorney



CITY OF HEMET
Hemet, California

RESOLUTION BILL NO. 16-064

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF HEMET, CALIFORNIA PLACING A TRANSACTIONS AND USE TAX ORDINANCE ON THE NOVEMBER 8, 2016 BALLOT AND APPROVING THE FORM OF THE ORDINANCE TO BE SUBMITTED TO THE VOTERS; PLACING AN ADVISORY MEASURE ON THE NOVEMBER 8, 2016 BALLOT REGARDING THE EXPENDITURE OF TRANSACTION AND USE TAX PROCEEDS; REQUESTING THAT THE BOARD OF SUPERVISORS OF THE COUNTY OF RIVERSIDE CONSOLIDATE THE ELECTIONS WITH THE STATEWIDE ELECTION TO BE HELD ON THE SAME DATE; AND DIRECTING THE COUNTY ELECTIONS DEPARTMENT TO CONDUCT THE ELECTION ON THE CITY'S BEHALF

WHEREAS, the State of California has taken more than six million dollars from Hemet over the last five years and shifted responsibility for many programs back to cities like Hemet without the necessary funding to provide the services; and

WHEREAS, the City Council desires to submit to the voters at the regular municipal election on November 8, 2016 a proposed ordinance to impose a transactions and use tax that, if approved would be imposed at a rate of 1% and would be collected by the State Board of Equalization and remitted to the City. The tax shall be approved if the measure receives a majority of affirmative votes by voters voting on the measure; and

WHEREAS, Elections Code section 9280 et seq. set forth the procedures for arguments in favor of or in opposition to any City measure and the procedures for rebuttal arguments; and

1 **WHEREAS**, the City Council finds that under CEQA Guidelines 15060(c)(2) and
2 15378(b)(2) and (4), this tax does not constitute a project under CEQA and therefore
3 review under CEQA is not required.

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

- 5 1. The City Council hereby finds that the above-referenced recitals are true and
6 correct and material to this Resolution.
- 7 2. The City Council of the City of Hemet hereby submits to the qualified voters of
8 the City the following measure relating to the adoption of a transactions and use
9 tax. This measure shall be designated by letter by the Riverside County Elections
10 Department. The election for this measure shall be consolidated with the
11 established statewide general election to be conducted on November 8, 2016.

Hemet Public Safety and City Services Measure. To pay for police protection and crime prevention services, fire prevention and suppression services, 9-1-1 / paramedic services, and other general municipal services and any lawful purpose, shall the City of Hemet establish a 1% sales tax (1 cent) for 10 years only, providing \$10,000,000 annually, with annual audits?	___ Yes
	___ No

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- 17 3. The Ordinance establishing the transactions and use tax to be submitted to the
18 voters for approval pursuant to Section 2 above is as set forth in Exhibit A hereto
19 and incorporated by this reference. The City Council hereby approves the
20 Ordinance, the form thereof, and its submission to the voters of the City at the
21 November 8, 2016 election, as required by Revenue and Taxation Code section
22 7285.9, subject to the approval of a majority of the voters voting on the measure
23 at the election.
- 24 4. The City Council of the City of Hemet hereby submits to the qualified voters of
25 the City an advisory measure relating to the expenditure of transaction and use
26 tax proceeds if the measure provided for in Section 2 above is approved by the
27 voters.
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<p>Advisory Vote Only</p> <p>If Measure ___ is approved by the voters, shall the proceeds of the transaction and use tax be used solely to pay for police protection and crime prevention services, fire prevention and suppression services, 9-1-1 / paramedic services in the City and for no other purposes as described in Resolution Bill No. 16-__ adopted by the City Council of the City of Hemet on _____, 2016?</p>	<p>__ Yes</p>
	<p>__ No</p>

This question requires the approval of a majority of those casting votes. It is an advisory measure only. The City Clerk is hereby authorized to complete the blanks in the ballot label set forth above.

5. The advisory measure guiding use of the transactions and use tax proceeds to be submitted to the voters for approval pursuant to Section 4 above is as set forth in Exhibit B hereto and incorporated by this reference. The City Council hereby approves the Resolution, the form thereof, and its submission to the voters of the City at the November 8, 2016 election, subject to the approval of a majority of the voters voting on the measure at the election.
6. In accordance with Section 12111 of the Elections Code and Section 6061 of the Government Code, the City Clerk is hereby authorized and directed to cause notice of the measures in Sections 2 and 4 to be published once in a newspaper of general circulation, printed, published, and circulated in the City of Hemet and hereby designated for that purpose by the City Council of the City of Hemet. The City Clerk may request that the County of Riverside Elections Department prepare and publish the required notice.
7. The official ballot to be used at said election shall conform to the laws of the State of California with relation thereto.
8. The City Council authorizes the Registrar of Voters to consolidate this election with the statewide general election on November 8, 2016 for the ease and convenience of the registered voters and to take advantage of any cost savings possible by such consolidation.

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- 9. The City Clerk may request the assistance of the County of Riverside Election Department in regard to said election, as the City Clerk deems necessary.
- 10. The City shall reimburse the County for services performed when the work is completed and upon presentation to the City of a properly approved bill.
- 11. The election shall be held and conducted as provided by law for holding municipal elections.
- 12. The notice of the time and place of holding the election is given and the City Clerk is directed to give further or additional notice of the election in the time, form and manner as required by law.
- 13. The City Clerk is hereby directed to submit to the City Attorney a certified copy of the measures. The City Attorney is hereby authorized and directed to prepare an impartial analysis of each ballot measure showing the effect of the measure on the existing law and operation of the measure, said analysis to be submitted by the City Attorney to the Registrar of Voters or other appropriate office of the County of Riverside, for printing by the date set by City Clerk for the filing of arguments for and against the measures. The analysis shall not exceed 500 words in length and shall otherwise comply in all respects with the applicable provisions of the Elections Code of the State of California.
- 14. The City Clerk shall fix and determine a date for submission of arguments for or against each measure, and said date shall be posted in the Office of the City Clerk. Arguments for and against each measure may be filed in accordance with applicable provisions of law. The Council does not authorize the Council as a body or any individual member of the Council to file a written argument or any rebuttal argument for or against either measure.
- 15. The election on the measures shall be held and conducted, the votes canvassed and the returns made, and the results ascertained and determined as provided for herein. In all particulars not prescribed in this resolution, the election shall be

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held as prescribed in the Elections Code of the State of California. The Board of Supervisors of the County of Riverside is authorized to canvas the returns of the election with respect to the votes cast in the City of Hemet and certify the results to the City Council. At the next regular meeting of the City Council occurring after the returns of the election have been canvassed and the certification of the results to the City Council, the City Council shall cause to be entered in its minutes a statement of the results of the election.

16. The City Manager is hereby authorized and directed to expend the necessary funds to pay for the City's cost of placing the measures on the election ballot.

17. The City Clerk is hereby ordered to certify to the adoption of this resolution, notice, and proclamation, and to file copies hereof, so certified, with the Clerk of the Board of Supervisors of the County of Riverside and with the Registrar of Voters of the County of Riverside, and to enter it into the book of original resolutions.

PASSED, APPROVED, AND ADOPTED this ___ day of _____, 2016

Bonnie Wright, Mayor

ATTEST:

APPROVED AS TO FORM:

Sarah McComas, City Clerk

Eric S. Vail, City Attorney

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

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

AYES:
NOES:
ABSTAIN:
ABSENT:

Sarah McComas, City Clerk

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EXHIBIT A

[TRANSACTION AND USE TAX ORDINANCE]

SEE NEXT PAGE



NOT OPERATIVE UNTIL ENACTED BY VOTERS

**CITY OF HEMET
Hemet, California
ORDINANCE NO. 1917**

**AN ORDINANCE OF THE CITY OF HEMET,
CALIFORNIA, ADOPTING A GENERAL
TRANSACTIONS AND USE TAX, AS
ENACTED BY THE CITY OF HEMET VOTERS**

WHEREAS, Revenue and Taxation Code section 7285.9 authorizes the governing body of any city (i.e. the City Council) to levy a transactions and use tax for general revenue purposes under Part 1.6 of the Revenue and Taxation Code; and

WHEREAS, Revenue and Taxation Code section 7285.9 requires the City Council to adopt an ordinance proposing to levy a general purpose transactions and use tax by a two-thirds vote of the City Council, and to then submit the ordinance to the voters, who must approve the ordinance by a majority of the voters voting on the measure for it to take effect; and

WHEREAS, the City Council and the People of the City of Hemet desire to adopt a transactions and use tax pursuant to Revenue and Taxation Code section 7285.9 for general revenue purposes; and

WHEREAS, proceeds from this temporary transactions and use tax may be used for any lawful purposes of the City, including but not limited to, police protection and crime suppression services, fire protection and suppression services, 9-1-1 / paramedic services and other general municipal services.

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1 THE PEOPLE AND THE CITY COUNCIL OF THE CITY OF HEMET DO
2 ORDAIN AS FOLLOWS:

3 **SECTION 1: CITY OF HEMET TRANSACTIONS AND USE TAX**

4 A new Article V (Transactions and Use Tax) is added to Article 74 (Taxation) of
5 the Hemet Municipal Code as follows:

6 **“ARTICLE V. – TRANSACTIONS AND USE TAX**

7 **Sec. 74-130. – Title.**

8 This article shall be known as the “City of Hemet Transactions and Use Tax
9 Ordinance.”

10 **Sec. 74-131. – Purpose and Intent.**

11 In enacting the City of Hemet Transactions and Use Tax Ordinance
12 (“ordinance”), it is the purpose and intent of the People of the City of Hemet to:

13 A. Impose a retail transactions and use tax in accordance with the provisions
14 of Part 1.6 (commencing with Section 7251) of Division 2 of the Revenue and Taxation
15 Code and Section 7285.91 of Part 1.7 of Division 2 of the Revenue and Taxation Code
16 which may be used for all lawful purposes of the City.

17 B. Adopt a retail transactions and use tax ordinance that incorporates
18 provisions identical to those of the Sales and Use Tax Law of the State of California
19 insofar as those provisions are not inconsistent with the requirements and limitations
20 contained in Part 1.6 of Division 2 of the Revenue and Taxation Code.

21 C. Adopt a retail transactions and use tax ordinance that imposes a tax and
22 provides a measure therefore that can be administered and collected by the State
23 Board of Equalization in a manner that adapts itself as fully as practicable to, and
24 requires the least possible deviation from, the existing statutory and administrative
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1 procedures followed by the State Board of Equalization in administering and collecting
2 the California State Sales and Use Taxes.

3 D. Adopt a retail transactions and use tax ordinance that can be administered
4 in a manner that will be, to the greatest degree possible, consistent with the provisions
5 of Part 1.6 of Division 2 of the Revenue and Taxation Code, minimize the cost of
6 collecting the transactions and use taxes, and at the same time, minimize the burden of
7 record keeping upon persons subject to taxation under the provisions of this article.

8 **Sec. 74-132. – Transactions Tax Rate.**

9 For the privilege of selling tangible personal property at retail, a tax is hereby
10 imposed upon all retailers in the incorporated territory of the City, as it exists on the
11 operative date of this article, and in the incorporated territory of the City as it may
12 hereafter be amended through annexation, at the rate of one percent of the gross
13 receipts of any retailer from the sale of all tangible personal property sold at retail in said
14 territory on and after the operative date of this ordinance.

15 **Sec. 74-133. – Use Tax Rate.**

16 An excise tax is hereby imposed on the storage, use or other consumption in the
17 City of tangible personal property purchased from any retailer on and after the operative
18 date of this ordinance for storage, use or other consumption in the incorporated territory
19 of the City, and in the incorporated territory of the City as it may hereafter be amended
20 through annexation, at the rate of one percent of the sales price of the property. The
21 sales price shall include delivery charges when such charges are subject to state sales
22 or use tax regardless of the place to which delivery is made.

23 **Sec. 74-134. – Independent Annual Audit.**

24 The proceeds resulting from the transactions and use tax imposed by this article
25 shall be deposited into the City's general fund and shall be subject to the same

1 independent annual audit requirements as other general fund revenue. The
2 independent auditor's report, which shall include an accounting of the revenues
3 received and expenditures made from the transactions and use tax, will be presented
4 annually to the City Council and made available for public review.

5 **Sec. 74-135. – Operative Date.**

6 "Operative Date" shall mean the first day of the first calendar quarter
7 commencing more than 110 days after the adoption of the City of Hemet Transactions
8 and Use Tax Ordinance.

9 **Sec. 74-136. – Termination.**

10 The transactions and use tax levied by this article shall commence on the
11 operative date and shall continue for a period of ten (10) years thereafter unless
12 extended by the necessary vote of the registered voters of the City.

13 **Sec. 74-137. – Contract With State.**

14 Prior to the operative date, the City shall contract with the State Board of
15 Equalization to perform all functions incident to the administration and operation of this
16 article; provided, that if the City shall not have contracted with the State Board of
17 Equalization prior to the operative date, it shall nevertheless so contract and in such a
18 case the operative date shall be the first day of the first calendar quarter following the
19 execution of such a contract.

20 **Sec. 74-138. – Place Of Sale.**

21 For the purposes of this article, all retail sales are consummated at the place of
22 business of the retailer unless the tangible personal property sold is delivered by the
23 retailer or his or her agent to an out-of-state destination or to a common carrier for
24 delivery to an out-of-state destination. The gross receipts from such sales shall include
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1 delivery charges, when such charges are subject to the state sales and use tax,
2 regardless of the place to which delivery is made. In the event a retailer has no
3 permanent place of business in the state or has more than one place of business, the
4 place or places at which the retail sales are consummated shall be determined under
5 rules and regulations to be prescribed and adopted by the State Board of Equalization.

6 **Sec. 74-139. – Adoption Of Provisions Of State Law.**

7 Except as otherwise provided in this article and except insofar as they are
8 inconsistent with the provisions of Part 1.6 of Division 2 of the Revenue and Taxation
9 Code, all of the provisions of Part 1 (commencing with Section 6001) of Division 2 of the
10 Revenue and Taxation Code are hereby adopted and made a part of this article as
11 though fully set forth herein.

12 **Sec. 74-140. – Limitations On Adoption Of State Law And Collection Of Use Tax.**

13 In adopting the provisions of Part 1 of Division 2 of the Revenue and Taxation
14 Code:

15 A. Wherever the state of California is named or referred to as the taxing
16 agency, the name of the City shall be substituted therefor. However, the substitution
17 shall not be made when:

18 1. The word "state" is used as a part of the title of the state Controller,
19 state Treasurer, State Board of Control, State Board of Equalization, state
20 Treasury, or the Constitution of the state of California.

21 2. The result of that substitution would require action to be taken by or
22 against the City or any agency, officer, or employee thereof rather than by or
23 against the State Board of Equalization, in performing the functions incident to
24 the administration or operation of this article.

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1 3. In those sections, including, but not necessarily limited to sections
2 referring to the exterior boundaries of the state of California, where the result of
3 the substitution would be to:

4 a. Provide an exemption from this tax with respect to certain
5 sales, storage, use or other consumption of tangible personal property
6 which would not otherwise be exempt from this tax while such sales,
7 storage, use or other consumption remain subject to tax by the state under
8 the provisions of Part 1 of Division 2 of the Revenue and Taxation Code,
9 or;

10 b. Impose this tax with respect to certain sales, storage, use or
11 other consumption of tangible personal property which would not be
12 subject to tax by the state under the said provision of that code.

13 4. In Sections 6701, 6702 (except in the last sentence thereof), 6711,
14 6715, 6737, 6797 or 6828 of the Revenue and Taxation Code.

15 B. The word "city" shall be substituted for the word "state" in the phrase
16 "retailer engaged in business in this state" in Section 6203 and in the definition of that
17 phrase in Section 6203.

18 **Sec. 74-141. – Permit Not Required.**

19 If a seller's permit has been issued to a retailer under Section 6067 of the
20 Revenue and Taxation Code, an additional transactor's permit shall not be required by
21 this article.

22 **Sec. 74-142. – Exemptions and Exclusions.**

23 A. There shall be excluded from the measure of the transactions tax and the
24 use tax the amount of any sales tax or use tax imposed by the state of California or by
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1 any city, city and county, or county pursuant to the Bradley-Burns Uniform Local Sales
2 and Use Tax Law or the amount of any state-administered transactions or use tax.

3 B. There are exempted from the computation of the amount of transactions
4 tax the gross receipts from:

5 1. Sales of tangible personal property, other than fuel or petroleum
6 products, to operators of aircraft to be used or consumed principally outside the
7 county in which the sale is made and directly and exclusively in the use of such
8 aircraft as common carriers of persons or property under the authority of the laws
9 of this state, the United States, or any foreign government.

10 2. Sales of property to be used outside the City which is shipped to a
11 point outside the City, pursuant to the contract of sale, by delivery to such point
12 by the retailer or his or her agent, or by delivery by the retailer to a carrier for
13 shipment to a consignee at such point. For the purposes of this paragraph,
14 delivery to a point outside the City shall be satisfied:

15 a. With respect to vehicles (other than commercial vehicles)
16 subject to registration pursuant to Article 1 (commencing with Section
17 4000) of Division 3 of the Vehicle Code, aircraft licensed in compliance
18 with Section 21411 of the Public Utilities Code, and undocumented
19 vessels registered under Division 3.5 (commencing with Section 9840) of
20 the Vehicle Code by registration to an out-of-city address and by a
21 declaration under penalty of perjury, signed by the buyer, stating that such
22 address is, in fact, his or her principal place of residence; and
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b. With respect to commercial vehicles, by registration to a place of business out-of-city and declaration under penalty of perjury, signed by the buyer, that the vehicle will be operated from that address.

3. The sale of tangible personal property if the seller is obligated to furnish the property for a fixed price pursuant to a contract entered into prior to the operative date of the ordinance codified in this article.

4. A lease of tangible personal property which is a continuing sale of such property, for any period of time for which the lessor is obligated to lease the property for an amount fixed by the lease prior to the operative date of the ordinance codified in this article.

5. For the purposes of subsections (B)(3) and (B)(4) of this section, the sale or lease of tangible personal property shall be deemed not to be obligated pursuant to a contract or lease for any period of time for which any party to the contract or lease has the unconditional right to terminate the contract or lease upon notice, whether or not such right is exercised.

C. There are exempted from the use tax imposed by this article, the storage, use or other consumption in the City of tangible personal property:

1. The gross receipts from the sale of which have been subject to a transactions tax under any state-administered transactions and use tax ordinance.

2. Other than fuel or petroleum products purchased by operators of aircraft and used or consumed by such operators directly and exclusively in the use of such aircraft as common carriers of persons or property for hire or compensation under a certificate of public convenience and necessity issued pursuant to the laws of this state, the United States, or any foreign government.

1 This exemption is in addition to the exemptions provided in Sections 6366 and
2 6366.1 of the Revenue and Taxation Code of the state of California.

3 3. If the purchaser is obligated to purchase the property for a fixed
4 price pursuant to a contract entered into prior to the operative date of the
5 ordinance codified in this article.

6 4. If the possession of, or the exercise of any right or power over, the
7 tangible personal property arises under a lease which is a continuing purchase of
8 such property for any period of time for which the lessee is obligated to lease the
9 property for an amount fixed by a lease prior to the operative date of the
10 ordinance codified in this article.

11 5. For the purposes of subsections (C)(3) and (C)(4) of this section,
12 storage, use, or other consumption, or possession of, or exercise of any right or
13 power over, tangible personal property shall be deemed not to be obligated
14 pursuant to a contract or lease for any period of time for which any party to the
15 contract or lease has the unconditional right to terminate the contract or lease
16 upon notice, whether or not such right is exercised.

17 6. Except as provided in subsection (C)(7), a retailer engaged in
18 business in the City shall not be required to collect use tax from the purchaser of
19 tangible personal property, unless the retailer ships or delivers the property into
20 the City or participates within the City in making the sale of the property,
21 including, but not limited to, soliciting or receiving the order, either directly or
22 indirectly, at a place of business of the retailer in the City or through any
23 representative, agent, canvasser, solicitor, subsidiary, or person in the City under
24 the authority of the retailer.
25

1 7. “A retailer engaged in business in the City” shall also include any
2 retailer of any of the following: vehicles subject to registration pursuant to Article
3 1 (commencing with Section 4000) of Division 3 of the Vehicle Code, aircraft
4 licensed in compliance with Section 21411 of the Public Utilities Code, or
5 undocumented vessels registered under Division 3.5 (commencing with Section
6 9840) of the Vehicle Code. That retailer shall be required to collect use tax from
7 any purchaser who registers or licenses the vehicle, vessel, or aircraft at an
8 address in the City.

9 D. Any person subject to use tax under this article may credit against that tax
10 any transactions tax or reimbursement for transactions tax paid to a district imposing, or
11 retailer liable for a transactions tax pursuant to Part 1.6 of Division 2 of the Revenue
12 and Taxation Code with respect to the sale to the person of the property the storage,
13 use or other consumption of which is subject to the use tax.

14 **Sec. 74-143. – Amendments.**

15 All amendments subsequent to the effective date of this article to Part 1 of
16 Division 2 of the Revenue and Taxation Code relating to sales and use taxes and which
17 are consistent with Part 1.6 and Part 1.7 of Division 2 of the Revenue and Taxation
18 Code, and all amendments to Part 1.6 and Part 1.7 of Division 2 of the Revenue and
19 Taxation Code, shall automatically become a part of this article, provided however, that
20 no such amendment shall operate so as to affect the rate of tax imposed by this article.

21 **Sec. 74-144. – Enjoining Collection Forbidden.**

22 No injunction or writ of mandate or other legal or equitable process shall issue in
23 any suit, action or proceeding in any court against the state or the City, or against any
24 officer of the state or the City, to prevent or enjoin the collection under this article, or
25

1 Part 1.6 of Division 2 of the Revenue and Taxation Code, of any tax or any amount of
2 tax required to be collected.”

3 **SECTION 2: CEQA**

4 The adoption of this ordinance is not a “project” subject to the requirements of
5 the California Environmental Quality Act (CEQA) (Public Resources Code Section
6 21000 et seq.). CEQA Guideline 15378(b)(4) provides that the creation of government
7 funding mechanisms or other government fiscal activities that do not involve any
8 commitment to a specific project that may result in a potentially significant physical
9 impact on the environment are not projects subject to the requirements of CEQA.

10 **SECTION 3: SEVERABILITY**

11 If any part or provision of this ordinance, or the application of this ordinance to
12 any person or circumstance, is held invalid, the remainder of this ordinance, including
13 the application of such part or provisions to other persons or circumstances, shall not be
14 affected by such a holding and shall continue in full force and effect. To this end, the
15 provisions of this ordinance are severable.

16 **SECTION 4: ELECTION REQUIRED; EFFECTIVE DATE.**

17 This ordinance shall be submitted to the voters at the regular municipal election
18 to be held on November 8, 2016. This ordinance shall not become operative unless
19 and until a majority of the electors voting on the measure vote to approve this
20 ordinance, in which case this ordinance shall go into effect ten (10) days after the date
21 on which the election results are declared by the City Council.

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**PASSED, APPROVED, AND ADOPTED BY THE PEOPLE OF THE CITY OF HEMET
AT THE REGULAR MUNICIPAL ELECTION HELD ON THE 8TH DAY OF
NOVEMBER, 2016.**

Bonnie Wright, Mayor

ATTEST:

APPROVED AS TO FORM:

Sarah McComas, City Clerk

Eric S. Vail, City Attorney

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

4 I, Sarah McComas, City Clerk of the City of Hemet, do hereby certify that the
5 foregoing Ordinance was approved for placement on the ballot at the regular
6 meeting of the Hemet City Council on the ___ day of _____, 2016, and
7 was passed by the following vote:

8
9 **AYES:**

10 **NOES:**

11 **ABSTAIN:**

12 **ABSENT:**

13 _____
14 Sarah McComas, City Clerk

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EXHIBIT B

[ADVISORY MEASURE – RESOLUTION NO. _____]



**CITY OF HEMET
Hemet, California**

RESOLUTION BILL NO. 16-065

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF HEMET, CALIFORNIA COMMITTING TO EXPEND ALL PROCEEDS OF THE TRANSACTIONS AND USE TAX APPROVED BY THE VOTERS FOR THE ENHANCEMENT OF PUBLIC SAFETY SERVICES WITHIN THE CITY OF HEMET.

WHEREAS, the City of Hemet seeks to maintain a safe community to live, work, and raise a family; and,

WHEREAS, since 2008, the City of Hemet has experienced a reduction in tax revenue that has resulted in reduction in police and fire department staffing; and,

WHEREAS, the City of Hemet Police Department reported that compounded by severe staffing reductions, Hemet has experienced a 51% increase in violent crime and a 21% increase in overall crime since 2010, which is reflected in a recent community survey in which over 60% of residents reported being fearful they would be the victim of a crime in Hemet and over 52% said they usually leave Hemet to shop or spend money on entertainment; and

WHEREAS, more and more parolees and sex offenders are being released early because of state cuts to prisons; and

WHEREAS, the amount of crime, drug trafficking and homelessness in Hemet is hurting our local businesses and job market. People are going to other cities to do their shopping and businesses do not want to be located in a city that cannot provide adequate public safety services; and

WHEREAS, the State of California has taken more than six million dollars from Hemet over the last five years and shifted responsibility for many programs back to local cities like Hemet without the necessary funding to provide the critical services; and

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WHEREAS, the City of Hemet Fire Department experienced a 40% reduction in staffing as a result of the recession, and a recent community survey showed that 88% of Hemet citizens are opposed to making any cuts to 9-1-1/Paramedic services; and

WHEREAS, the City Council has approved the placement of a general purpose transactions and use tax on the November 8, 2016 ballot that, if approved by a majority of the voters, would be imposed at a rate of 1% and would be collected by the State Board of Equalization and remitted to the City; and

WHEREAS, the under the law, the proposed transactions and use tax is a general purpose tax that may be used all lawful purposes and general municipal services; and

WHEREAS, if both the tax and advisory measures are approved by the voters, the City Council commits to expend the proceeds of the transaction and use tax solely for police protection and crime suppression services, fire protection and suppression services, and 9-1-1 / paramedic services; and

WHEREAS, receiving proceeds of the transactions and use tax would enable the City to:

- to add up to an estimated 39 new peace officers to the Hemet police force, a 57% increase in peace officer staffing;
- to put more peace officers on the streets and fund anti-drug and gang teams to improve safety in our city;
- to add paramedics to all Hemet Fire Stations to improve emergency life-saving response; and,

WHEREAS, if the proposed transaction and use tax is approved by the voters, the Hemet City Council commits to use all proceeds of that tax as expressly stated in this Resolution:

/////
/////

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

- 2 1. That the above-referenced recitals are true and correct and material to this
3 Resolution.
- 4 2. That, if approved by the voters, 100% of the proceeds of the City of Hemet
5 Transactions and Use Tax shall be dedicated to and used by the City to fund
6 police protection and crime suppression services, fire protection and suppression
7 services, and 9-1-1 / paramedic services as expressly provided herein.
- 8 3. That the City Council shall, as part of the City's normal budget process, annually
9 prepare and adopt an expenditure plan for Hemet public safety services
10 applying the proceeds of the transactions and use tax. The expenditure plan
11 shall be submitted to the citizens' oversight committee for their review and
12 comment prior to the Council's consideration and adoption of the plan. The
13 expenditure plan shall be consistent with the requirements of this Resolution,
14 including but not limited to the following:
- 15 a. The transactions and use tax proceeds shall be used exclusively to pay for
16 costs associated with the citizen's oversight committee, the independent
17 audit, and funding police protection and crime suppression services, fire
18 protection and suppression services, and 9-1-1 / paramedic services
19 within the City. The tax proceeds may be expended on any and all regular
20 and special expenses incurred for the operation and the provision of public
21 safety services within the City and in response to mutual and automatic
22 aid agreements, including but not limited to: wages, benefits, and deferred
23 compensation for police and fire personnel and the pro rata shares of such
24 costs for other City personnel that support the police and fire services
25 within the City; the purchase, operation and maintenance of vehicles and
26 equipment including repairs, fuel and maintenance; the operation,
27 maintenance, repair and retrofitting of existing property, buildings,
- 28

1 improvements and other facilities necessary for police or fire purposes;
2 risk management and legal services in defense of claims and legal actions
3 against the City and public safety personnel, training, licensing and
4 certification of Police and Fire personnel; and for utilizing contractors,
5 subcontractors, consultants, and professional services directly related to
6 enhancing police and fire services.

7
8 4. Each fiscal year, transaction and use tax proceeds shall be allocated two-thirds
9 to the City of Hemet Police Department, and one-third to the City of Hemet Fire
10 Department.

11 5. That a citizens' oversight committee shall be established to furnish independent
12 advisory review of the expenditure of the proceeds generated by the transactions
13 and use tax. The committee shall meet at least twice each calendar year and
14 more frequently if necessary to discharge the responsibilities of the committee.
15 All of its meetings shall be subject to the provisions of the Brown Act (Cal. Gov.
16 Code Section 54950 et seq.).

17 a. The committee shall consist of seven (7) members, all whom shall be
18 residents of the City of Hemet or reside within its sphere of influence, or
19 owners of business located within the City of Hemet. A majority of
20 committee members shall be residents of the City of Hemet. Two (2)
21 members shall be appointed by the Chief of Police, two (2) members shall
22 be appointed by the Fire Chief, and three (3) members shall be appointed
23 by the City Council. The members of the committee shall serve for a term
24 of two years and such service shall be at the pleasure of the person or
25 body that appointed them.

26 b. The citizens' oversight committee shall annually review and comment on
27 the City Council expenditure plan required by this resolution prior to its
28 adoption by the City Council. The committee shall also annually comment

1 on the independent annual audit required by the City of Hemet
2 Transactions and Use Tax Ordinance prior to its final review by the City
3 Council. The committee shall annually prepare a brief statement
4 indicating whether the City's expenditure of proceeds from the transaction
5 and use tax was consistent with this resolution. This statement shall be
6 sent to the Council and available to the public together with the
7 committee's comments on the independent annual audit. The committee
8 shall not have authority to hire or retain its own staff, consultants, or
9 contractors. The City shall provide such staff resources as are reasonable
10 to assist the committee with its duties.

11 6. That the City will annually have an independent audit performed of the City's use
12 of the Tax proceeds. The independent auditor's report, which will include an
13 accounting of the Tax revenues received and expenditures made from the
14 proceeds of the Tax, will be presented annually to the City Council and made
15 available for public review. The citizens' oversight committee will review the
16 independent annual audit and provide its comments on the audit to the City
17 Council.

18 7. The City will not in any fiscal year, reduce the percentage of general fund
19 revenues budgeted and appropriated for Hemet police and fire services below
20 72% of the total general fund expenditure budget for the given fiscal year.

21 8. Prior to July 1, 2019, each expenditure plan and City of Hemet budget shall
22 provide adequate funding for the City to annually, recruit, hire, equip, and support
23 sworn peace officers and/or police academy cadets, in such a manner, and
24 considering estimated tax proceeds to be received in each of these fiscal years,
25 so that the City will attain a funded staffing ratio of 1.2 full time equivalent sworn
26 peace officers per 1,000 City of Hemet residents ("mandatory staffing ratio") by
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July 1, 2019. After July 1, 2019, and until termination of the Tax, the City will budget for the mandatory staffing ratio and each expenditure plan and City of Hemet Budget shall provide adequate funding to maintain the mandatory staffing ratio.

9. The terms and provisions of this Resolution shall have no force and effect unless and until the voters voting on the tax measure at the election on November 8, 2016, approve the tax measure by the legally required vote count, and the tax measure is otherwise legally operative.

PASSED, APPROVED, AND ADOPTED this ___ day of _____, 2016

Bonnie Wright, Mayor

ATTEST:

APPROVED AS TO FORM:

Sarah McComas, City Clerk

Eric S. Vail, City Attorney

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

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

AYES:

NOES:

ABSTAIN:

ABSENT:

Sarah McComas, City Clerk



AGENDA # 24

Staff Report

TO: Honorable Mayor and Members of the Hemet City Council

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

DATE: July 26, 2016

RE: **APPEAL 16-001 OF CONDITIONAL USE PERMIT NO. 16-003 (Green Education Foundation)** An appeal of the Planning Commission's denial of Conditional Use Permit 16-003 for the installation and operation of a 160 sq.ft. pre-fabricated donation collection bin placed in the parking lot at an existing commercial center located at the southwest corner of State Street and Stetson Avenue (Diamond Valley Shopping Center).

RECOMMENDED ACTION:

That the City Council **EITHER:**

1. *REMAND the decision back to the Planning Commission for reconsideration of CUP 16-003 in light of the proposed changes to the project location as requested by the Applicant,*

OR

2. *CONTINUE the public hearing for the Appeal regarding the denial of CUP 16-003 to the August 23, 2016 meeting of the City Council and direct staff to provide the full record of the Planning Commission proceedings and findings for review and discussion.*

BACKGROUND:

The applicant (Green Education Foundation – GEF) submitted a Conditional Use Permit application requesting approval for the installation and operation of a prefabricated metal neighborhood donation collections facility (approximately 160 sq ft) placed on approximately four (4) parking spaces at an existing commercial center (Diamond Valley Shopping Center) located at 1265 S. State Street adjacent to W. Stetson Avenue. The property is designated as Neighborhood Commercial (NC) in the General Plan Land Use Element and C-1 (Neighborhood Commercial) zone. The site location is shown in the zoning map and aerial photo as Attachments 1 and 2. The Diamond Valley Shopping Center is made up with five (5) separate parcels, as shown in Attachment No.

3. The parcels lines shown on Attachment No. 3 indicate the placement of the project in reference to the other properties in the center. The bin is currently located on Parcel 2, adjacent to Stetson Avenue. Both Parcels 2 and 3 are owned by Diamond Valley 425 CPW.

The recycling donation bin is a self-contained 20 feet by 8 feet (160 sq ft) metal container that has several openings for unmanned drop-off of used goods, primarily clothing and shoes. The container is painted in brown with green striping along the top rim, as shown in Attachment No. 4. The container is powered by solar panels installed on the roof of the structure and is equipped with a camera system for remote viewing. It is also installed with a rolling cage that is connected with a chain and a lock to the western part of the container for larger items (e.g, TV, baby car seats, strollers, large appliances, etc.). The applicant's proposed operation and maintenance program for the donation bin is provided in Attachment No. 5.

In late January 2016, the city received a code complaint call that a recycling container was placed at the Diamond Valley Shopping Center parking lot adjacent to W. Stetson Avenue without the benefit of a city permit or approval. On January 28, 2016, the City of Hemet Code Compliance officer drove out to the site and verified that there was an illegal structure placed on the shopping center parking lot adjacent to W. Stetson Avenue. A Notice of Violation was issued to remove the container and an email sent to the Green Education Foundation notifying the operator to remove the container off the site.

The applicant and the property owner were advised that the donation bin requires a Conditional Use Permit (CUP) in the C-1 Zone, per the City's municipal code. The applicant subsequently filed an application for a CUP. After discussions with the applicant's attorney, the city attorney advised that further enforcement action regarding the bin be stayed while the application and public hearing process was underway.

At the June 7, 2016 Planning Commission meeting, the Planning Commission opened the public hearing and heard the staff presentation and public comments on the above referenced project. The applicant requested a continuance of the project to the July 5, 2016 Planning Commission meeting so that the organization's Chairwoman (Ms. Charlene Nijmeh) could attend the meeting. The applicant also requested additional time to discuss the issues and the staff's recommendation for denial of the CUP.

The Planning Commission discussed various issues and heard testimony from the applicant and the public and made a decision based on the findings presented at the meeting. The Planning Commission denied the project based on the location of the donation bin blocking driver visibility and drive isles, disrupting customer parking spaces, obstructing views into the center of existing businesses, the lack of consistent maintenance and the accumulation of clothing, trash and debris by the bin, and concern that the bin did not meet the City's standards for the placement of metal storage containers. Several photos of the site and the debris at the bin were also submitted to

the Planning Commission from the businesses within the center. The minutes of the June 7th, Planning Commission meeting are included as Attachment No. 6.

On June 14, 2016, the City received written communication from Green Education Foundation (GEF) to appeal the Planning Commission's denial decision of the Conditional Use Permit (CUP) No. 16-003. Per the requirements of the Code, staff then set the Appeal for public hearing before the City Council.

On July 20, 2016, the applicant requested a meeting with staff to discuss the issues at the site and a possible alternate location of the donation bin on the property. Although the applicant appealed the denial decision of the Planning Commission, they are proposing an alternate location within the shopping center that the applicant believes addresses many of the concerns raised and discussed at the Planning Commission hearing.

The applicant is requesting in their letter dated July 21, 2016 (Attachment No. 8) that the project be remanded back to the Planning Commission for reconsideration of the new location. The alternate location is placed away from the main entrance and further removed from the existing businesses in the shopping center. The applicant also indicated that they are meeting with the other business owners and tenants within the center and addressing the existing CC&R issues raised at the Planning Commission meeting.

PUBLIC COMMUNICATIONS RECEIVED

Property owners and tenants located within a 500 foot radius of the project site were notified of the public hearing before the City Council with a 10-day hearing notice in addition to a public notice in the Press Enterprise. The applicants listed in the appeal application were also notified in writing of the public hearing on July 12, 2016. At the time of report preparation, the Planning Department received a telephone communication from the property owner (Ms. Helen Hermestroff) that the bin continues to have debris and trash around the bin. Any additional comments received prior to the time of the scheduled City Council meeting will be provided to the Council at the time of the public hearing.

FISCAL IMPACT:

The proposed project will not have a direct fiscal impact or benefit to the City of Hemet. The bin is an unmanned, solar-powered, self-contained bin that does not require any utility connection from the City of Hemet. Additionally, this is a non-profit organization and does not directly sell any goods that are collected within the city limits.

Respectfully submitted,



Deanna Elliano
Community Development Director

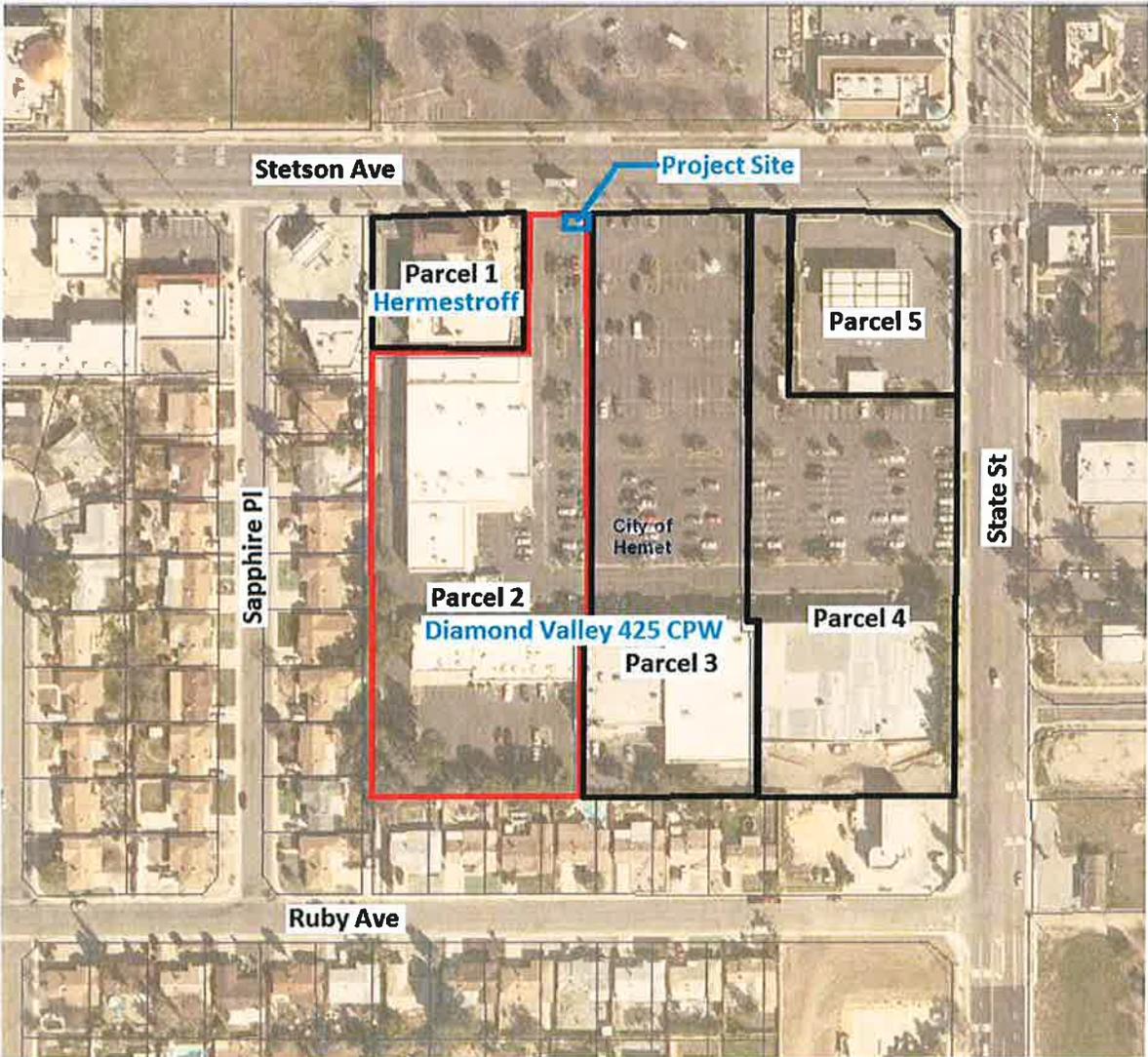
Attachments:

1. Zoning Map
2. Aerial Map
3. Property line/site map
4. Photos of the recycling bin
5. Operation and Maintenance Program
6. Planning Commission Meeting Minutes, June 7, 2016
7. Applicant's Appeal letter, dated June 14, 2016
8. Applicant's letter requesting the project be returned to the Planning Commission for consideration of a new location, dated July 21, 2016

ATTACHMENT 1

ATTACHMENT 2

ATTACHMENT 3



APL 16-001
Green Education Foundation

PL Map

ATTACHMENT 4

ATTACHMENT 5



(N.D.R.S) Operational Overview

Overview

Green Education Foundation's Neighborhood Donation Recycling Station (N.D.R.S.) is the Recycling industry's most technologically advanced recycling station and was designed to collect donations of recyclable items such as clothes, shoes, books, small toys, and household items with 24 hour active camera monitoring. Unlike other recycling stations GEF's NDRS have taken the goal of monitoring and servicing the stations to an unprecedented levels.

- (1) GEF's stations have outfacing cameras on both ends of the stations, enabling a 360 degree view of the stations
- (2) GEF also has cameras inside the stations monitoring the flow of recycled materials.
- (3) GEF has a professionally manned 24 hour remotely manned security and maintenance station which calls
- (4) Local maintenance teams in the event of product overflow or any other irregularity observed in the vicinity of the station.

GEF's general observation and maintenance standards are 24 hours and a maximum of 3 hour response time. For the City of Hemet we are adjusting the response time standard aggressively to 1-2 hours to address the concerns. Other methods to collect these materials are effective but have some limitations:

- Municipal curbside collections- These programs usually collect textiles and shoes with other recyclables which result in contaminating the product and makes it unfeasible to recycle.
- Thrift store operators – Only solicit gently worn clothing and U.S. grade collections for sale in their own thrift stores. Also their collection trailers have limited hours and limited drop off locations.
- Unattended donation boxes - These boxes attract graffiti; have overflow problems, security problems, and theft problems.

Studies have shown that in order to increase diversion rates of textiles, collection locations need to be convenient and available to the user. The “**N.D.R.S.**” provides an easy and convenient way for people to recycle their used household items and textiles right where they shop, work, and live. The N.D.R.S. is a state of the art collection station that is monitored 24hours a day, collects all recyclables and is conveniently located in large shopping centers and shopping

malls, or any area suited for its use (*sites with high traffic count and parking lots large enough to accommodate a visible and accessible placement location*).

Construction

The N.D.R.S. was designed to minimize the effects of new construction on our natural resources and on the shopping center. It is a “manufactured” prebuilt structure being delivered and installed on site. It can be relocated with ease and is not a permanent structure.

The unit itself is a used 20 foot x 8 foot shipping container which we have repurposed into a donation /recycling station. The container is modified at the closest shipping port depot and then delivered and dropped on the agreed upon spot. Our crew will then assemble the bolt-on parts, solar system, touch screen, and camera system. This should take 1-2 days and will have minimal disturbance on the shopping center.

Use

Users will be able to use a security chute system to drop their items in the N.D.R.S. anytime that is convenient for them. They simply place their items in the chute and push the handle up and the items are deposited inside the container. Since there are 3 chutes, users will not need to wait in any line and will be able to quickly deposit their items and leave. All chutes are designed to block anyone from entering the container. There is also a Handicapped accessible chute to meet ADA regulations.

On certain locations, users will also have access to a touch screen display where they can register to receive their tax deductible donation receipt, receive a “thank you coupon” from a local retailer, or find out where to donate larger items such as furniture or appliances.

Anticipated use will be 20-30 people daily. We do not anticipate any issues with users needing to wait or any significant impact on parking due to the 3 available chutes and the fact that the use of the station will be dispersed throughout the day.

Service and Maintenance

All N.D.R.S.'s are serviced daily. This ensure high level of quality maintenance.

See NDRS service protocol.

All N.D.R.S.'s are monitored “Live” 24 hours a day by our security staff. Therefore, any illegal dumping will be identified as it is happening and a driver will be dispatched to clear out the items within 3 hours maximum. Incidents of vandalism (graffiti) or attempted theft will be reported as it is happening to the

shopping centers on-site security. Our security will also dispatch one of our drivers to repair any vandalism or graffiti within 12 hours of occurrence.

N.D.R.S. Service Protocol

Security Room Responsibilities

- Monitor all N.D.R.S. locations
- Initiate contact to GEF for Service by email and texting specified cell phone and calling the GEF service line and leaving a message, calling Supervisor (Subject to change)
- Documenting all Service activity with "N.D.R.S. number", "date" and "time" on the Service Spreadsheet
- Call Police or on-site Security for issues of vandalism, theft, loitering
- All N.D.R.S. location's cameras checked 3 times daily and documented as functioning
- Computer server checked 2 times daily

Service 1: Daily

- N.D.R.S. contents cleared from chutes and sorted into carts
- All chutes and touch screen are wiped down
- Outside N.D.R.S. is swept and cleared of any items left outside
- N.D.R.S. is checked for damage and damage reported on service form.

Service 2: As Needed

- If the contents of the N.D.R.S. need to be picked up. (The contents will be weighed and both the driver and the site maintenance person will sign as agreeing on the weight of product removed)
- All chutes and touch screen are wiped down. N.D.R.S. is checked for damage and damage reported on service form
- Base and all framing (areas that dust collects) brushed off to remove accumulating dust
- Graffiti reported by our security: on-site security called, all graffiti will be removed with a non-toxic graffiti remover, or touch up paint and sticker replacement will resolve any remaining graffiti.
- Cameras system, touch screen, and solar system inspected and serviced every 6 months or as needed.

*****When Corporate deploys service it is tracked and followed up on to ensure completion of service. All weights are entered into the DVS and onto spreadsheet for reporting purposes.***

ATTACHMENT 6

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PLANNING  **COMMISSION**

MEETING MINUTES

DATE: JUNE 7, 2016

CALLED TO ORDER: 6:00 P.M.

MEETING LOCATION: City Council Chambers
450 East Latham Avenue
Hemet, CA 92543

1. CALL TO ORDER:

PRESENT: Chairman John Gifford, Vice Chairman Michael Perciful,
Commissioners Tami Wilhelm, Greg Vasquez and Vince
Overmyer

ABSENT: None

Invocation and Flag Salute: Commissioner Greg Vasquez

2. APPROVAL OF MINUTES:

A. Minutes of the Planning Commission meeting of April 19, 2016

It was **MOVED** by Commissioner Tami Wilhelm and **SECONDED** by Vice Chair Michael Perciful to **APPROVE** the Minutes of the Planning Commission meeting of April 19, 2016.

The **MOTION** was carried by the following vote:

AYES: Chairman John Gifford, Vice Chair Michael Perciful, and
Commissioners Tami Wilhelm, Greg Vasquez and Vince Overmyer

NOES: None

ABSENT: None

3. PUBLIC COMMENTS:

There were no members of the public who wished to address the commission regarding items not on the agenda.

PUBLIC HEARING ITEMS

1 **4. TENTATIVE PARCEL MAP NO. 37098 (MAP 16-002) HEMET AUTO MALL - A**
2 request for Planning Commission review and approval of a tentative parcel map for
3 the proposed subdivision of 14.91 acres into 4 numbered commercial lots for future
4 sale and development, and 3 lettered lots for future public facilities and
5 landscaping; and consideration of an environmental exemption pursuant to CEQA
6 Guidelines Section 15315.

7
8 **PROJECT APPLICANT INFORMATION:**

9
10 Applicant: Don McCoy, Hemet Auto Mall Venture
11 Owner: John Peterson
12 Engineer: Blaine Womer Civil Engineering
13 Project Location: Northeast corner of Auto Mall Drive and Warren Road
14 APN: 456-010-012, -015 and -017
15 Lot Area: 14.91 acres
16 Planner: Carole Kendrick
17

18 (PowerPoint presentation by Planner Carole Kendrick)

19
20 Chairman Gifford asked if there were plans to put a stoplight traffic signal on Auto
21 Center Drive.

22
23 CDD Elliano said there are plans and noted it's in the FY 16-17 CIP. She asked City
24 Engineer Steve Latino to address that question.

25
26 Mr. Latino replied that there is a current CIP for the signal actually under design.
27 There are challenges, such as Edison lines. The city has employed SDC Traffic
28 Consultants to design the signal. There was a traffic impact analysis done when the
29 underlying CUP was originally established, and it was noted that a traffic signal was
30 warranted at that time, and that an update to the traffic analysis will be needed when
31 the actual project is submitted.

32
33 Chairman Gifford commented that he thought a traffic study would be needed anyway,
34 just in terms of the use generated.

35
36 Commissioner Vasquez wanted to know what kind of job growth this project would
37 generate.

38
39 Planner Kendrick stated she didn't have an estimate on the job growth, but there will
40 be jobs associated with the potential dealership on Parcel 1. The rest of the
41 properties will be auto related commercial or general commercial. There is also a
42 need for restaurants for the workers in that area.

43
44 Chairman Gifford opened the public hearing and Blaine Womer approached the
45 microphone.

46
47 Mr. Womer of Blaine Womer Civil Engineering (41555 East Florida Avenue, Suite G,
48 Hemet) is the engineer representing the applicant on this project. He applauded
49 Carole Kendrick and Steve Latino for their work in expediting this project. He indicated
50

1 that they are in agreement with the Conditions of Approval. There is one condition,
2 the request for a slight modification that is being worked on now. All that is being
3 done is the moving of bonding requirements into Phase 2.
4

5 Mr. Latino further explained that they cannot move forward with Phase 2 without
6 having the bonds and the improvements required, so the improvements are tied into
7 the project.
8

9 Chairman Gifford had questions about the drainage issues in the area, since it's open
10 land which is currently absorbing water. The plan certainly must call for impervious
11 surfaces. Are there any changes consistent with the drainages that were in the
12 previous Specific Plan, and have you seen problems with that in terms of runoff into
13 the native habitat?
14

15 Mr. Latino noted that during the DRC process it was suggested to consider looking at
16 a joint hydrology study with the WQMP for the whole site. That way a larger facility
17 could be planned instead of pinning it on each development of each parcel to
18 accommodate, but instead do a comprehensive level for those four parcels.
19

20 Mr. Womer added that this property being a part of the Auto Mall Specific Plan, it was
21 designed to go into the storm drain that is running in Auto Mall Boulevard, a 54-inch
22 large facility. Since that time, water quality management rules have changed, so they
23 are doing the infiltration testing now to find out if they are able to use infiltration BMPs
24 or bio-retention. He also mentioned that they will be building all public street
25 improvements along Warren Road.
26

27 CDD Elliano explained the requested modifications to the conditions, after a recitation
28 by Mr. Latino of the verbiage, that this is a modification to Condition No. 39-A and the
29 addition of Condition 40-B.
30

31 Commissioner Wilhelm asked what kind of uses they are anticipating for the project.
32

33 Mr. Womer stated Parcel 1 is a proposed auto dealership, and then the additional
34 parcels will be included in an amended CUP that revises the balance of that property
35 to see what uses will work, given that Parcel 1 is going to be a car dealership.
36 Probably in the next three or four months, you will see a revised CUP that will show
37 proposed uses that might complement the auto mall as a whole.
38

39 Commissioner Wilhelm asked how the auto mall will factor into the master storm drain
40 plan.
41

42 CDD Elliano explained that the Drainage Master Plan Amendment for the west end
43 takes into consideration the flows for Warren Road, so it is part of that drainage area.
44 The initial draft has been prepared and is under review, and staff is hoping that it will
45 be finalized this year. The applicant will need to comply with the updated Master Plan.
46

47 It was **MOVED** by Commissioner Vince Overmeyer and **SECONDED** by Vice Chair
48 Michael Perciful to **ADOPT** Planning Commission Resolution Bill No. 16-010
49 **APPROVING** the Tentative Parcel Map No. 37098 subject to the Conditions of
50

1 Approval, with the changes and the modification of Condition 39-A, to include only
2 Parcel 1, and to add Condition 40-B, to include bonding for parcels 2 and 4 when the
3 next phase is constructed.

4
5 The **MOTION** was carried by the following vote:

6
7 **AYES:** Chairman John Gifford, Vice Chair Michael Perciful, and Commissioners
8 Tami Wilhelm, Greg Vasquez and Vince Overmyer

9 **NOES:** None

10
11
12 **5. CONDITIONAL USE PERMIT NO. 16-003 (Green Education Foundation)** - A
13 request for the Planning Commission to approve the installation and operation of a
14 pre-fabricated metal neighborhood donation collections facility (approximately 160
15 sq. ft.) placed on approximately four (4) parking spaces at an existing commercial
16 center (Diamond Valley Shopping Center.)

17
18 **PROJECT APPLICANT INFORMATION:**

19
20 Applicant: Green Education Foundation - Kayla Ybarra
21 Property Owner: Diamond Valley 425 CPW - Jonathan Kim
22 Project Locale: 1265 S. State Street adjacent to W. Stetson Avenue
23 (approximately 450 feet west of intersection of S. State
24 Street and W. Stetson Avenue)
25 APN: 451-062-036
26

27 (PowerPoint presentation by Planner H.P. Kang.)

28
29 Planner Kang advised the Commission that the Applicant, Ms. Ybarra (in attendance)
30 is requesting a continuance to July 5th so that her organization's Chairwoman could be
31 here to speak on the item. There was discussion about continuing this item to the July
32 5th Planning Commission Meeting, but several questions were raised by the
33 Commissioners.
34

35 Chairman Gifford asked about the normal operation of the applicant and if a CUP is
36 usually required or not in other cities.
37

38 Planner Kang indicated that the applicant has indicated they are used to different
39 requirements than those placed by the city of Hemet. The city requires a CUP for a
40 recycling or donation facility, but since this is not a new building, staff felt that a
41 streamlined CUP was the more appropriate process, so that's the action before the
42 Commission.
43

44 Vice Chair Perciful felt it didn't fit within the ordinance for shipping containers, and that
45 was his concern. He stated that this type of structure was essentially a shipping
46 container and should be held to the same standards as outlined in the recent
47 ordinance for such containers that the City adopted.
48
49
50

1 Commissioner Overmyer wondered if this is the same container that was in the middle
2 of the parking lot. And he also asked if the taking of parking spaces makes this non-
3 conforming.
4

5 Planner Kang commented that the unit mentioned was installed a long time ago, and
6 it's since been removed and has no connection to this facility. Also, the shopping
7 center was originally approved with a certain number of parking spaces in the 1960s,
8 and staff is trying to keep that same number of parking spaces available in the
9 development to serve the tenants.
10

11 Commissioner Wilhelm asked if there is anything in the new ordinance for shipping
12 containers that suggests that this unit could ever conform with those standards? She
13 expressed concern that the standards require the bins to be placed out of view and
14 not in parking spaces, etc., and therefore this proposal would not be able to conform.
15 She further stated that based upon the letters and photos received from the adjacent
16 businesses, that the bin at this location created a public nuisance, and did not see any
17 benefit from a continuance of the item.
18

19 Planner Kang said this particular type of use was not considered under the ordinance
20 because the ordinance generally applies to existing businesses which ran out of room
21 and need storage onsite. This is not associated with any of the existing businesses,
22 so it may not specifically qualify under that provision of the code, although similar
23 standards could be applied.
24

25 CDD Elliano explained that in the existing code there are two questions. One is the
26 proposed use as a recycling or donation container, for which a CUP is required. The
27 other concern is what does it look like and how does it function onsite, and what
28 standards or conditions should be applied? Usually donation bins have been very
29 small. This one is larger, and is essentially a shipping container, and located in a very
30 obvious place. As noted by Commissioner Wilhelm and Vice Chair Perciful, the staff
31 and the Planning Commission spent many meetings in developing those standards to
32 make sure they were not a visual blight. These same factors may need to be applied
33 to this structure, which is why the City requires a CUP for this type of use.
34

35 Commissioner Vasquez asked if the applicant just dropped the box where it is without
36 going through the city for any approval?
37

38 Staff replied they just placed it on the site without the benefit of city approval, but they
39 did get permission from the property owner for that specific parcel. It came to our
40 attention as the result of a complaint from the businesses.
41

42 City Attorney Vega suggested a continuance so Commission could examine the issue
43 of the storage container in regard to the new metal storage container regulations, and
44 that of a recycling/donation facility.
45

46 Chairman Gifford opened the public hearing and invited the applicant to speak.
47

48 Kayla Ybarra (1177 Branham Lane, No. 198, San Jose, California 91118) passed out
49 a picture report for the Commission to examine, indicating the maintenance of the
50

1 facility a couple of times a day. She stated that they are a 501(c)3 public charity
2 focused on promoting green education, providing green programs in 77 schools
3 throughout California. She said the manager can track whether they are maintaining
4 the property, which seems to be the main concern.
5

6 Chairman Gifford said there are many issues: it was placed onsite without city
7 approval or a CUP, the bin is blocking drive entrances, taking up parking spaces, and
8 obscuring the view of businesses who pay taxes to be there, along with the
9 maintenance issues. These types of facilities should be located off of the main streets
10 and out of sight, because they do attract trash and debris and other issues that make
11 it undesirable. This has nothing to do with the applicant's organization and its merits.
12 The bin was placed illegally on the property, because there are no approvals in place.
13

14 Commissioner Overmyer suggested there might be a better location for this facility,
15 such as the back of the center or the K-Mart lot across the street which has a large
16 area that's not being used.
17

18 Commissioner Wilhelm said she had looked at the Green Education Foundation
19 website and complimented them for all the things they do for schools, teachers and
20 children. However, it's important to the Commission how we handle incoming
21 businesses, and this facility may be better off in another location, as at present it is a
22 problem for traffic and is being objected to by most of the property owners in the area.
23

24 Chairman Gifford asked if the applicant had any further comments to add, to which
25 she declined.
26

27 Merrill Brinton (1121 South State Street, Hemet) has a pharmacy called the Medicine
28 Shop in this center. He says he is constantly battling with crime at both of his stores,
29 and suggests that this facility be placed elsewhere. His customers don't feel
30 comfortable coming in because of the blighted image. He added that this particular
31 location was a very busy entrance for the center. He passionately stated that this town
32 needs to be cleaned up and residents need to take a stand.
33

34 Eddie Cordero (27733 Pachea Trail, Hemet) considers this illegal dumping a container
35 without permission and wants the city to take a stand. He expressed concern about
36 the City's image when this facility is not being maintained and that it is not appropriate
37 to have a dumping ground in this public place.
38

39 Rodney Sederstrom, property manager for Diamond Valley Center, Parcel I, applauds
40 the charity, but feels the bin needs to be placed in another location. It's not the image
41 the customers and business owners want to see in the Valley. He stated he has a
42 copy of the CC&Rs for the Center, which requires the property owners of the parcels
43 in the center to agree on anything in the parking lot. He also stated that he has spent
44 several hundred thousand dollars in cleanup since the container has been placed
45 there.
46

47 Robin Lowe (no address given) gave a history of the Center, and commented that the
48 line of sight for traffic is blocked by this container and the junk everywhere. People
49 can't see when they are entering the center. It's not constantly cleaned. It might be a
50 good cause, but this is not the place to have this facility.

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As there were no more speakers, Chairman Gifford asked the Commission if he should close the public hearing or if they wished to continue the item to July 5th.

Chairman Gifford reiterated that the applicant placed the bin without approvals, and staff informed them eight weeks ago that the location was a problem. The businesses have provided information regarding it being a nuisance to the center. He did not believe that a continuance was going to change the project or circumstances, as even with the organizations best efforts, it is still not being cleaned up and maintained. This is the wrong place for a number of reasons as stated previously. City Attorney Vega also mentioned that there are issues with the CC&Rs of the Center that the applicant must still work out with the other property owners.

Commissioner Wilhelm felt the correct procedure would be to tell the applicant that we recognize you are doing a good thing for communities with your educational organization, but you need to come back to the Commission with a CUP for a different site and a product we can approve. So she didn't agree with continuing this one minute longer.

(Applause from the audience.)

Commissioner Vasquez stated he had concerns about the project in general and this specific location, not about the organization. It needs to be judged on the merits based within our realm, the zoning requirements. His opinion is this is a visual blight and there are enough of those in the city. The facility needs to be placed elsewhere and monitored sufficiently so it doesn't become a breeding ground for the blighted conditions the city is trying to overcome.

(Applause from the audience.)

Vice Chair Perciful agreed with the other Commissioners' concerns, restating most of them, and felt it unfair to the charity to spend more money on their attorney fighting this. He felt that the organization decided to place the bin there without approvals and then beg for forgiveness, and it has created a number of problems and issues as expressed here tonight.

Chairman Gifford stated that they have operated on this site without a CUP. If the Commission denies the CUP, will they continue to operate under the current conditions the city has worked with their staff or their attorney?

CDD Elliano replied that if the CUP is denied, then staff in conjunction with the City Attorney will send a letter indicating they need to move it within ten days.

Chairman Gifford felt the issue is clear. The facility should not be there and the Commission is not likely to approve a CUP in that particular location based on the information and testimony presented, so more time was not going to make a difference. Therefore, they should work on getting another location. They also have the option of appealing to the City Council. He closed the public hearing and asked for a motion on Conditional Use Permit 16-003.

1 It was **MOVED** by Commissioner Tami Wilhelm and seconded by Vice Chair Perciful
2 to **ADOPT** Planning Commission Resolution Bill No. 16-010 denying CUP 16-003.

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

6 **NOES:** None
7

8 Chairman Gifford advised the applicant to work with staff on another more appropriate
9 location.

10
11 City Attorney Vega advised the applicant that they have 10 days in which to file an
12 appeal to the City council.

13
14 **(Item 8 was taken out of order. Item 6 is to be considered after Item 8.)**
15

16
17 **WORK STUDY ITEMS**
18

19
20
21 **8. WORK STUDY: PROPOSED ZONE CHANGE 16-001, TTM 36891 AND TTM**
22 **36892 - ELK AND CHAMBERS STREET (River Oaks Ridge, LP):** Work Study
23 to discuss proposed Zone Change from R-3 to R-1-6 on 40.28 acres, and the
24 subdivision of the property into single family lots under proposed TTM 36891 and
25 36892.

26
27 (PowerPoint presentation by Planner Carole Kendrick.)
28

29 Chairman Gifford wanted to know what the densities are that are adjacent to the site
30 under discussion and was told they were R-1-6 (Single Family Residential).

31
32 Commissioner Wilhelm questioned how we are looking at R-3 zones. Millennials and
33 people wanting to travel are looking for not only single-family residences. They are
34 looking for quality apartment-style living. She wondered if there isn't some opportunity
35 to mix multifamily into some of these sites.

36
37 Planner Kendrick stated that the property ownership goes all the way to Stetson. This
38 proposal is for two 6,000 square foot lot subdivisions, but it's her understanding they
39 are still proposing multifamily along Stetson, so the multi-family housing will be
40 available.

41
42 Vice Chair Perciful asked if we still meet our requirements as far as how much
43 acreage or property remains in the R-3 zone.

44
45 CDD Elliano explained that only the bottom two portions are the subject of zone
46 change, which is consistent with the General Plan and we still meet or exceed our
47 Housing Element requirements for higher density.

48
49 Vice Chair Perciful stated he felt this project would be good for the community.
50

1 Commissioner Overmyer had questions regarding the park element in relation to size
2 of lots. He asked staff's opinion regarding larger lot sizes or more park space.

3
4 Planner Kendrick explained that with the 7,200, there would be less parkland
5 requirements.

6
7 CDD Elliano said the surrounding zoning is R-1-6, so in this case, the R-1-6 would be
8 very compatible in lot size with the immediately surrounding areas, with an additional
9 benefit of having some common open space and a central point that would add to the
10 amenity of the tract as opposed to just a conventional subdivision. These would be
11 HOA-maintained parks, not general fund maintained parks. They originally proposed
12 several pocket parks, but at Staff's suggestion, decided to put the park central to both
13 projects and at the end of the drive, so when you pull into the project, you actually look
14 into the open space for both projects.

15
16 Commissioner Wilhelm asked what has been learned about different configurations
17 the city has used for setting up parks.

18
19 CDD Elliano explained that the parks with the least problems with transients and
20 homeless are those parks with more family activities and programs rather than little
21 mini-parks, so combining the space together makes it more useable to more people.
22 Also, a privately-owned park, such as an HOA park, can be fenced and have
23 controlled hours, have common area pools for residents and a better ability to control
24 the space. These maps are also far enough from commercial areas, so the likelihood
25 of transients is diminished.

26
27 Vice Chair Perciful asked if there is going to be any type of control on water and
28 runoff, diverting it back into a retention basin so that the groundwater can be
29 replenished.

30
31 Mr. Womer indicated that they did a detailed hydrology study, figured out how much
32 was getting to the southwest corner of the project, which is a substantial amount
33 because it's runoff also from the upstream commercial development, and mobile home
34 park. They are proposing a 16-inch diameter storm drain in Chambers that will outlet
35 into the retention basin, which will be further excavated to create more volume. There
36 will also be a storm drain system in place to serve the development.

37
38 Mr. Womer also indicated that the park is located as one comes into the subdivisions,
39 so lights are not into someone's house. And everything is internal to the perimeter
40 streets. They are finding that a lot of owners are wanting smaller lots so they don't
41 have so much to maintain, as there is so much activity outside the home these days.
42 There is more interest in multifamily housing, with smaller lots in gated communities
43 with centrally located recreation facilities. They tried to make this a nicer-than-usual
44 project, and it does comply with the General Plan in density range. He also
45 commented about landscape and bio-retention basins.

46
47 Commissioner Wilhelm asked why they didn't choose to do the whole project at the
48 same time as a Specific Plan?
49
50

1 Mr. Womer talked about the owners of the properties and what their goals were in
2 moving tract to tract. There are 76 lots in one division and 83 in the other.

3
4 CDD Elliano explained that the applicant requested the work study to get a sense from
5 the Commission on whether the R-1-6 zone is appropriate and some general direction
6 as to the subdivision design concepts.

7
8 Mr. Womer stated that if he gets positive feedback tonight, these are the maps the
9 Commission will see. But there is much work to do on updating the WQMP drainage
10 studies.

11
12 Chairman Gifford stated he hadn't heard objections to the R-1-6 zoning. He asked for
13 comments from Commissioners.

14
15 Vice Chair Perciful indicated he thought it was a good fit for this location, and lot size-
16 wise because of all the R-1-6 already surrounding it.

17
18 Chairman Gifford asked staff if the other areas built on R-1-6 land have open space
19 elements?

20
21 CDD Elliano stated she didn't think they did. The single-family design guidelines were
22 adopted after those tracts were constructed.

23
24 Commissioner Wilhelm reiterated her desire to see the entire area built out as a single
25 plan because that would hold up to the test of time.

26
27 Mr. Womer replied that if discussions with potential builders morphed into that, it
28 would be great. The owner has a theme or concept called River Oaks Ranch, but she
29 as yet doesn't have a feel for the architecture. The builder will know what kind of
30 homes he wants to build there.

31
32 Chairman Gifford thanked the participants and closed the work study, Item 8, and
33 called for Item 6 to be considered.

34
35
36 **PUBLIC HEARING ITEMS (CONTINUED)**

37
38
39 **6. ZONING ORDINANCE AMENDMENT (ZOA) NO. 16-003:** A city-initiated
40 ordinance repealing Section 90-6.5 (List of land uses in certain zones) of Chapter
41 90 (Zoning) of the Hemet Municipal Code to eliminate inconsistencies with other
42 zoning district chapters in the municipal code.

43
44 **PROJECT APPLICANT INFORMATION:**

45
46 Applicant: City Initiated
47 Project Location: Citywide
48 Planner: Nancy Gutierrez

49
50 (PowerPoint presentation by Contract Planner Nancy Gutierrez.)

1 This was a housekeeping item, as stated by Chairman Gifford, and Planner Gutierrez
2 said it was due to inconsistencies and confusion and whether or not the matrix is
3 needed in the zoning ordinance, since it duplicates other sections of the zoning
4 ordinance.

5
6 Chairman Gifford opened the public hearing, and seeing no one approaching the
7 lectern, closed the public hearing and asked for a motion.

8
9 It was **MOVED** by Vice Chair Michael Perciful and seconded by Commissioner Vince
10 Overmeyer to **ADOPT** Planning Commission Resolution Bill No. 16-012 recommending
11 approval of Ordinance Bill No. 16-003.

12
13 **AYES:** Chairman John Gifford, Vice Chair Michael Perciful, and Commissioners
14 Tami Wilhelm, Greg Vasquez and Vince Overmyer

15 **NOES:** None

16
17 (A brief recess was taken.)
18

19
20 **WORK STUDY ITEMS (CONTINUED)**
21

22
23 **7. WORK STUDY: PROPOSED GENERAL PLAN CONSISTENCY ZONING FOR**
24 **MOBILE HOME PARKS AND TRAVEL-TRAILER PARKS (City of Hemet):**

25 Continuation of a City-initiated work study to discuss the appropriate zoning for
26 the City's mobile home parks and travel-trailer parks as part of the City's General
27 Plan Consistency Zoning Project.

28
29 Applicant: City of Hemet
30 Location: Citywide
31 Planner: Nancy Gutierrez
32

33 (PowerPoint presentation by Contract Planner Nancy Gutierrez.)
34

35 Chairman Gifford commented that staff did a good job. However, he still had questions
36 about the travel-trailer parks in commercial zoning. If there were a lake or some other
37 attraction it might be useful. Otherwise, he didn't know how that would work.

38
39 Commissioner Wilhelm asked about rules for travel-trailer parks, such as number of
40 days a resident can be there before they have to vacate the park in order not to be a
41 permanent resident.

42
43 Planner Gutierrez explained that travel-trailer parks are actually under the jurisdiction
44 of the California Department of Housing and Community Development, so the city is
45 quite limited in how they can be regulated.

46
47 City Attorney Vega outlined that the State of California extensively regulates mobile
48 home and travel-trailer parks in terms of residency requirements, conversion of parks
49 to other uses, so if you are looking at changing how the city treats these, then it's going
50 to be something that will take time to research what the limitations are. The Planning
Commission would review it, but the City Council would need to authorize it.

1 Commissioner Wilhelm stated the reason she would consider them in commercial
2 zones is because she dislikes seeing travel-trailer parks as permanent residences.
3 They attract people who don't seem to want to live a higher quality lifestyle. She
4 wanted to see some research done to figure out what the options are as a city to
5 regulate them more tightly.
6

7 Planner Gutierrez explained that it was decided at the time of the 2012 General Plan
8 Update to zone these parks with a residential land use designation. If the Commission
9 wants to change the General Plan, then that's another consideration.
10

11 Chairman Gifford felt that the commercial areas are not really designated for travel-
12 trailer park use. Once you open up commercial for that, then a travel-trailer park can
13 go to any commercial property and do business by right because it's been zoned to do
14 so. You'll see a travel-trailer park at a Target Center or have it become a homeless
15 center for people who stay in travel trailers. So one of the ways to ensure that doesn't
16 happen is to put them in the residential zones.
17

18 CDD Elliano advised the Commissioners to remember that staff is still in Phase 1 in
19 getting the zoning code squared away with the General Plan. We could have further
20 discussion because there are areas where, in going back and looking at it, we will
21 probably recommend that maybe a General Plan change instead of the zone change is
22 more appropriate. So there will still be opportunity to discuss it on a case-by-case
23 basis.
24

25 Chairman Gifford felt it might be useful to actually pick some places we think would be
26 appropriate for travel-trailer parks in doing land use designations, such as by Diamond
27 Valley Lake up on the dam.
28

29 CDD Elliano said she felt comfortable with mobile home parks being in residential
30 zones, but travel-trailer parks are their own breed, and perhaps specific zoning for
31 those parks, such as the Golden Village, as they can market themselves as a tourist-
32 oriented recreational park.
33

34 Vice Chair Perciful said part of the thinking on travel trailers in commercial zones is that
35 the owner of the park runs it as a business because there is transient occupancy there.
36 They're not supposed to take up permanent residency. So that's kind of what the
37 thinking was of commercial zone for that.
38

39 Chairman Gifford noted that was the theory, but not the practice. That is the problem.
40

41 Commissioner Wilhelm stated they are working on a Plan for Diamond Valley Lake, so
42 it's the right place for a campground for RV's and trailers.
43

44 CDD Elliano suggested following the recommendations that Planner Gutierrez
45 presented for the mobile home parks. Then for the travel-trailer park, there is an Article
46 23, which is the development standards for these establishments. That article can be
47 modified to also have a zoning designation so that when we do the consistency zoning,
48 there is a travel-trailer park designation. And because it's more limited, maybe that will
49 work better for that particular type of use.
50

1 Chairman Gifford felt the mobile home park direction staff is recommending is fine and
2 he wouldn't recommend any changes. As for the travel-trailer parks, he would go with
3 CDD Elliano's recommendation, and this was agreed to by Commissioner Vasquez and
4 Commissioner Wilhelm.

DEPARTMENT REPORTS

9. CITY ATTORNEY REPORTS:

11 City Attorney Vega updated the Commission on pending legislation in California. The
12 governor has proposed as a part of his budget trailer bill a provision that would
13 significantly or at least potentially have the possibility of almost eliminating the city or
14 any local agency's ability to approve certain affordable housing. It's proposing that any
15 new residential projects with two or more units would be permitted by right, so no
16 discretionary approvals would be allowed, as long as it's consistent with the General
17 Plan and zoning standards, it's not located on certain types of protected lands, it's
18 adjacent to an already developed use on at least 75 percent of its property line and has
19 a certain percentage of affordable units.

21 If it's in a Transit Priority Area, it's only a ten percent low income or a five percent very
22 low income. If it's not in a Transit Priority Area, which would be most of Hemet, it
23 would have to be 20 percent covenanted for low income housing. If this bill is adopted,
24 it would effectively take the city's ability to approve such housing developments away
25 from local control. There is no bill number because it's the budget trailer bill. The text
26 of the bill is on the League website.

28 The League has taken a very strong opposition to this bill, as have environmental
29 groups because of the lack of any sort of CEQA review. This is for covenanted
30 affordable housing, meaning it has to be by covenant recorded against the property
31 and only sold to low-income households at a price that's affordable or rented at an
32 affordable rate.

34 Chairman Gifford remarked that there are a lot of ways to attack that legally and in
35 court because this takes away a lot of rights not only of the city but of developers and
36 people and takes our Housing Element and throws it out the window.

38 CDD Elliano commented that this will force cities to re-examine their General Plan and
39 zoning and reduce the amount of residential zoning in an effort to maintain control or to
40 require a Specific Plan.

42 Ms. Robin Lowe appreciated the timely conversation, adding that the League of Cities
43 is discussing this, as there is a federal bill and a directive from HUD being discussed in
44 Congress right now. The past presidents of the League authorized a letter today going
45 to the legislators. She said it goes back to Agenda 21 from the U.N., and it seems that
46 they are saying we are going to tell you where you're going to build your houses and
47 who's going to live in them.

1 **10. COMMUNITY DEVELOPMENT DIRECTOR REPORTS:**

2
3 **A. Report on actions from the April 26, May 10, and May 24, 2016 City Council**
4 **Meetings**

5
6 CDD Elliano explained that in the April 26 meeting, there were two major documents
7 adopted in preparation of the budget adoption. One was the CDBG action plan and
8 allocation of the CDBG funding for next fiscal year. They were able to continue to get
9 funding for two code officers as well as the crime free housing consultant, who visits all
10 the apartment projects and trains people in terms of tenant issues and keeping criminal
11 behavior at bay at rental properties. Also, the five-year capital improvement plan was
12 approved by the Council as recommended by the Planning Commission.
13

14 On May 24th the city's budget was on the agenda for discussion. It is scheduled to
15 come back June 14th for adoption. The city manager was also asked for some
16 updates on the strategic planning, so he will be coming back to the Council with that in
17 the future.
18

19 **B. Update regarding the Sun Edison Solar Project**

20
21 The last update the Commission had on this project was an Amendment to the Solar
22 Fee & Improvement Agreement and an extension of the temporary certificate of
23 occupancy for them to complete all the public improvements by June 30th. But we
24 were hearing rumblings that Sun Edison was going bankrupt and weren't going to be
25 able to meet their milestones that they needed to under the Agreement. On April 21st
26 we sent, with the City Attorney's help, a notice of default letter to Sun Edison indicating
27 their timelines, what they hadn't completed, and that the reasonable timeframe to
28 complete those would take them over the June 30th date. There was no response.
29 Key Bank was contacted, which had the letter of credit, which was the guarantee for all
30 the public improvements in the amount of \$2,133,000, and on May 16th the Bank wired
31 that funding to the City. So we received the funds for the improvements before it got
32 tied up in bankruptcy court.
33

34 Now the street and landscaping improvements is the city's project, so we will be adding
35 it as part of our capital improvement project. We now are going to be getting the bid
36 packages ready. It will be run as a construction project primarily out of engineering but
37 public works and planning are interested in the landscaping and will assist.
38

39 **C. Update regarding the Downtown Specific Plan Project**

40
41 The preliminary administrative draft of the Downtown Specific Plan should be finished
42 in June. The next Downtown Advisory Committee meeting will be scheduled in late
43 July to go over the draft concepts in the Plan. Staff is putting out a request for proposal
44 for the CEQA analysis. We believe it will be a Mitigated Negative Declaration that tiers
45 off the General Plan EIR. There will be a couple of minimal changes to the General
46 Plan land uses, but still within the development capacity anticipated.
47

48 We're also meeting with RTA on transit opportunities and feel we are in a good place
49 with them to partner on some of the projects, but we must have the Specific Plan in
50 place to apply for the grant funding in a much stronger position than if we don't. So
hoping to get that through.

1 As a result of the Downtown Plan, we have a new street tree streetscape selection and
2 layout, which has led to looking at a master plan street tree list update that Public
3 Works will be taking to their Parks and Rec Commission.
4

5 Lastly, the June 21st Planning Commission meeting is being cancelled because of a
6 Caltrans workshop at the Simpson Center to discuss installing medians the entire
7 length of Highway 74, (Florida Avenue), and they will have charts and boards on
8 display showing the proposed median location. CDD Elliano continued to outline some
9 of the challenges and departments involved in the project. The city is hoping for a
10 traffic study to be prepared for the project, which as yet has not been done by Caltrans.
11 There were other issues with Caltrans discussed, but she encouraged attendance at
12 the meeting on June 21st.
13
14

15 **11. PLANNING COMMISSIONER REPORTS:**
16

- 17 A. Chairman Gifford (Nothing to report)
- 18 B. Vice Chair Perciful reported he has been in meetings for the California
19 Association of Realtors in Sacramento and for the National Association of
20 Realtors in Washington, D.C. There is a lot of legislation dealing with land
21 use and planning in local cities, some of which the Association has taken a
22 position on. Housing in Hemet, transactional value from March to April
23 was down about \$1.8 million in total value. He was asked to report on the
24 legislation at the next meeting.
- 25 C. Commissioner Overmyer (Nothing to report)
- 26 D. Commissioner Wilhelm requested a report from the group that participated
27 in the Diamond Valley Lake Ad Hoc Committee.
28
- 29 E. Commissioner Vasquez (Nothing to report)

30
31 **12. FUTURE AGENDA ITEMS:**
32

- 33 A. ZOA 15-009 - Single Family Residential Zones
- 34 B. Work Study for TTM 36929 (NWC of Fruitvale and Kirby)
- 35 C. GPA 15-001, ZC 15-001, Sanderson Ave. Apartments - Sanderson, North
36 of Devonshire
- 37 D. CUP 15-007 - Verizon Cell Tower (State & Oakland)
- 38 E. CUP 16-002 - All for Show Car Audio (State & Devonshire)

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46 (Please see following page for signatures)
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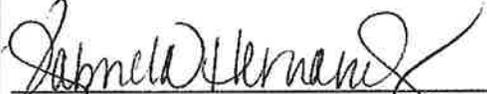
13. ADJOURNMENT

It was unanimously agreed to adjourn the meeting at 8:20 p.m. to the regular meeting of the City of Hemet Planning Commission scheduled for **July 5 at 6:00 p.m.** to be held at the City of Hemet Council Chambers located at 450 E. Latham Avenue, Hemet, CA 92543.



John Gifford, Chairman
Hemet Planning Commission

ATTEST:



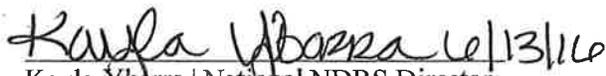
Gabriela Hernandez, Records Secretary
Hemet Planning Commission

ATTACHMENT 7



Application Submittal Requirements B

3. A Letter signed and dated by the applicant that address each of the following:
- A. Appellant appeals the denial by the Planning Commission of Application for a Conditional Use Permit No. 16-003.
 - B. The grounds of the appeal are as follows: 1) the applicant was denied a fair opportunity to be heard, 2) the denial of the application was arbitrary and capricious, 3) the facts do not support the conclusions recited in Resolution No. 16-010, 4) the City Code was misapplied as reflected in Resolution No. 16-010, and 5) the failure to grant the conditional use permit unconstitutionally interferes with the exercise of the applicant's First Amendment rights under the California and Unites States Constitutions.
 - C. Appellant requests that the City Council reverse the action of the Planning Commission and grant Conditional Use Permit No. 16-003.
 - D. Green Education Foundation 1177 Branham Ln. #198 San Jose, CA 95118;
Greenberg Traurig, 1201 K St., Suite 1100, Sacramento, CA 95814;
kayla@recyclingedu.com; dickinsonr@gtlaw.com


Kayla Ybarra | National NDRS Director

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JUN 14 2016
PLANNING

ATTACHMENT 8



City of Hemet - Planning
RECEIVED

JUL 21 2016

PROJECT NO.(S)

APPEAL 16-001

CUP - 16 - 003

To: Council Members - City of Hemet

CC: H.P. Kang - Principal Planner

CC: Deanna Elliano - Community Development Director

We would like to thank the Honorable Councilmembers of the City of Hemet for the opportunity to address the community's concerns in regards to the placement of our Neighborhood Donation Recycling Station at the Diamond Valley Shopping Center.

After meeting with City planning staff, Mr. Kang and Ms. Elliano on July 20, we have a better understanding of the issues and the necessary steps required to mitigate the concerns of the planning staff, planning commissioners, and the business owners of the shopping center.

We are proposing relocating the station away from the front of the center and we have attached a new site plan which indicates the new suggested location within the center. (In close proximity to a previously placed similarly sized recycling facility)

After discussing this new location with Staff as well as the business owners closest and most affected by this existing location, we are pleased to report we received a most favorable disposition towards this new location.

The staff recommended that we request the case be remanded back to the Planning Commission for further review considering the new proposed location.

This will also give us ample opportunity to continue working with staff to alleviate any of their existing concerns regarding issues of overflows or dumping. We are

including a more thorough description of our operational procedures that will address the questions staff may have regarding our 24 hour monitoring, and our service procedures.

In conclusion, Green Education Foundation respectfully makes a formal request to the City Council to remand this matter back to planning commission for further consideration.

Thank you

A handwritten signature in cursive script, appearing to read "Charlene Nijmeh", is written over a solid horizontal line.

Charlene Nijmeh Green Education Foundation, Chairwoman

EXHIBIT A

SITE PLAN SHOWING LOCATION OF PREMISES

