



AGENDA

REGULAR MEETING OF THE HEMET CITY COUNCIL

September 13, 2016

6:00 p.m.

City of Hemet Council Chambers
450 E. Latham Avenue

www.cityofhemet.org

Please silence all cell phones

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

Call to Order

Roll Call

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

Closed Session

Notice of Opportunity for Public Comment

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

1. Conference with Legal Counsel - Anticipated Litigation
Three (3) matters of Significant exposure to litigation pursuant to Government Code section 54956.9(d)(2) & (3)
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
3. Threat to Public Services or Facilities
Pursuant to Government Code section 54957
Consultation with: Police Chief Brown
4. Conference with Legal Counsel - Existing Litigation
Pursuant to Government Code section 54956.9(d)(1)
Names of case: Brianna Norman, et al. v. Charles Webb, III, et al., MCC1301868

5. Conference with Real Property Negotiators
Pursuant to Government Code section 54956.8
Property: *Stetson and Sanderson, APN's: 456-050-013-8 and 456-050-044-6*
Agency negotiator: *City Manager Meyerhoff*
Negotiating parties: *Page Plaza Partners, LLC or Assignee*
Under negotiation: Acquisition, Price and Terms
and
Property: *North West Corner of Domenigoni Parkway and El Fuego Road*
Agency negotiator: *City Manager Meyerhoff*
Negotiating parties: Mike Deni Lin, i-Global Enterprises, Inc.
Under negotiation: Acquisition, Price and Terms
-

REGULAR SESSION

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

Call to Order

Roll Call

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

Invocation

Pledge of Allegiance

City Attorney Closed Session Report

6. Conference with Legal Counsel - Anticipated Litigation
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City Council Business

Notice to the Public

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

Consent Calendar

11. **Approval of Minutes** – August 23, 2016

12. **Receive and File** – Warrant Registers
 - a. Warrant registers dated August 8, 2016 in the amount of \$9,910,632.90 and September 1, 2016 in the amount of \$754,430.99. Payroll for the period of July 18, 2016 to July 31, 2016 was \$654,192.98 and the period of August 1, 2016 to August 14, 2016 was \$636,766.75.

13. **Recommendation by City Manager** – Memorandum of Understanding with the Non-Safety Unit (General Employees) of Service Employees International Union (SEIU) Local 721
 - a. Authorize the City's negotiation team to execute the Memorandum of Understanding (MOU) between the City and Service Employees International Union (SEIU) for the three-year period of July 1, 2016 through June 30, 2019.

14. **Recommendation by Public Works** – Award of Agreement to Legend Pump & Well Service, for Emergency Well 16 Construction Services
 - a. Authorize award of agreement to Legend Pump & Well Service, Inc. in the amount of \$71,972.00 for emergency repair work at Well #16; and
 - b. Authorize the City Manager to enter into an Agreement for Emergency Construction Services (Exhibit "A") with Legend Pump, and execute purchase orders necessary to support the agreement; and
 - c. Authorize the City Manager to approve Extra Work in an amount not to exceed ten percent (10%) of the original contract amount as established in the Hemet Municipal Code.

 15. **Recommendation by Public Works** – CarteGraph OMS Software Licensing Renewal
 - a. Approve a Software Purchase Agreement renewal by and between the City of Hemet and CarteGraph Software, Inc. for the purchase of a three-year OMS Enterprise Licensing Agreement totaling \$199,486.35 (\$66,495.45); and
 - b. Authorize the City Manager to execute the agreement; and
 - c. Authorize the City Manager to execute annual purchase orders in support of the agreement.
-

Communications from the Public

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

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

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

Public Hearing

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

16. **Formation of City of Hemet Landscape Maintenance District No. 103, Redline Express Car Wash** – Deputy City Manager/Administrative Services Director Hurst
 - a. Conduct a public hearing; and
 - b. Open and tally the ballots; and
 - c. Adopt a resolution approving the Engineer’s Report and the levy and collection of assessments for Fiscal Year 2017-2018. **Resolution Bill No. 16-061**

17. **Zoning Ordinance Amendment No. 15-009** – Community Development Director Elliano
 - a. Conduct a public hearing; and
 - b. Introduce, read by title only and waive further reading of an ordinance amending Article XI (Single Family Residential Zones) and other associated sections of Chapter 90 (Zoning Ordinance) to the Hemet Municipal Code to update and refine the Development Standards and Regulations for single family residential uses as recommended by the Planning Commission; **Ordinance Bill No. 16-062** and
 - c. Adopt a resolution amending the single-family residential guidelines as recommended by the Planning Commission. **Resolution Bill No. 16-066**

Discussion/Action Item

18. **Establishment of Other Post-Employment Benefits (OPEB) Trust and Funding Policy** – Deputy City Manager/Administrative Services Director Hurst
 - a. Direct the Deputy City Manager/Administrative Services Director to being the process for establishing an OPEB trust; and
 - b. Select a trust administrator and investment strategy; and
 - c. Determine a funding strategy for the OPEB trust and direct staff to prepare a funding policy for County adoption.

City Council Reports

19. 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
 - 5. State of the City, October 22, 2016
-

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, September 27, 2016 at 7:00 p.m. for consideration of items placed on that agenda. The next regular meeting will be held October 11, 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

August 23, 2016

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

www.cityofhemet.org
Please silence all cell phones

Call to Order

Mayor Wright called the meeting to order at 6:30 p.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 Mayor Pro Tem Raver seconded a motion excuse Council Member Youssef. Motion carried 4-0.

Closed Session

Notice of Opportunity for Public Comment

There were no public comments

The City Council recessed to Closed Session at 6:30 p.m.

1. Conference with Real Property Negotiators
Pursuant to Government Code section 54956.8
Property: *Stetson and Sanderson, APN's: 456-050-013-8 and 456-050-044-6*
Agency negotiator: *City Manager Meyerhoff*
Negotiating parties: *Page Plaza Partners, LLC or Assignee*
Under negotiation: Acquisition, Price and Terms
 2. Conference with Legal Counsel - Anticipated Litigation
Two (2) matters of Significant exposure to litigation pursuant to Government Code section 54956.9(d)(2) & (3)
-

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 7:02 p.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 Mayor Pro Tem Raver seconded a motion excuse Council Member Youssef. Motion carried 4-0.

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

Invocation

Invocation was given by Jan DeSpain, Hemet-San Jacinto Interfaith Council.

Pledge of Allegiance

Pledge of Allegiance was led by Council Member Krupa.

City Attorney Closed Session Report

3. Conference with Real Property Negotiators
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The City Council gave direction to the City Manager. There was no additional reportable action.

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

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

Work Study

Discussion regarding this item, with possible direction to staff

5. State Audit Final Report – Corrective Action Plan – City Manager Meyerhoff

Alex Meyerhoff, the state auditor issued the final report on August 4th. The State found no evidence of fraud, waste or malfeasance. The City has developed a Corrective Action Plan to address the risks identified and the recommendations.

- Ongoing budget deficit

In June 2016, the City adopted the FY 2016-17 budget with a \$350,000 deficit which is consistent with the City's Five-Year Financial Management Plan. Resolution No. 1880 requires a minimum 20% reserve, the FY 16-17 budget includes a 25% reserve which serves as operating capital. The City has no indebtedness. The City will continue to monitor all financial activity and seek efficiencies for expenditure reductions and opportunities for revenue enhancement. The auditor's recommendation is to identify additional sources of revenue and reduce costs. The City Council approved the placement of a general purpose revenue measure on the November

2016 ballot. The City will continue to update the Five Year Plan.

- Rising pension costs

Auditor's recommendation is to continue to update the Five-Year projections to plan for changes in pension costs and explore options to reduce payments for the unfunded liability. The City will work with CalPERS to identify options for the unfunded liability. The City will identify cost-effectiveness of annual pre-payment to take advantage of discounts and analyze a change to the Amortization schedule for possible savings.

Council Member Youssef arrived at 7:12 p.m.

Jessica Hurst, Deputy City Manager/Administrative Services Director, staff will bring recommendations to the City Council in October, it is anticipated that a change in the amortization period will reduce the City's unfunded liability by \$12 to \$16 million.

- Use of city-supported library by nonresidents

Auditor's recommendation is to consider an annual fee for non-residents.

Kathye Caines, Senior Librarian, currently out of state residents pay \$5.00 a year. The State Library System prohibits member libraries from charging California residents. Withdrawing from the program might mean that Hemet residents will be charged at other libraries. Other funding sources and material discounts are tied to the City's participating in the State and Inland Library Systems. Literacy funding will be reduced and approved grants rescinded. Ms. Caines explained a number of other concerns and cautioned the City Council that the decision to charge a fee to non-residents might cost more in the long run. The Library Board is unanimously opposed to any non-resident fee.

Council Member Youssef, spoke in opposition of a user fee. Council Member Youssef recommended that staff contact the City of San Jacinto and the County of Riverside about combining resources and making this the Valley Library.

Mayor Wright, the City received a letter dated August 19, 2016 from the California State Library explaining the financial benefits of being a member of the Inland Library Cooperative System and confirmed that the imposition of a non-resident user fee would disqualify the Hemet Public Library from affiliation and all of its financial benefits.

- Significant retiree medical costs and unfunded liability

Auditor's recommendation is to continue looking for ways to pay the city's unfunded liability and discontinued the highest cost plan. The City Council gave direction to discontinue the

highest-cost plans in 2015. The City will continue to explore alternative plan options. Staff will be seeking direction to establish an OPEB trust and funding policy.

- Under funded Fire Department

The Auditor's recommended that a fee be charged for Emergency Medical Services and a comprehensive fee analysis be conducted to determine fully burden rate for cost recovery. The Auditor's also recommended that if adequate funding is not available, that alternatives for providing services should be considered. Staff will schedule a work study with Fire Cost Recovery to identify impact of and potential revenue for EMS fee. It is the City's intent to conduct a comprehensive fee analysis to determine fully burden hourly rates. Staff will conduct a comprehensive staffing and implementation plan to address concerns.

Fire Chief Brown, currently the Department works collaboratively with Cost Recovery. However, collection efforts are not pursued based on previous direction. The recovery rate is approximate 28%. Cost recovery is sought for vehicle accidents, fires and calls to non-skilled nursing facilities. The City Council directed staff to try to reduce the number of non-emergency calls. A paramedic fee/subscription program was presented to the City Council and not pursued at that time. The Auditor is recommending that staff complete an analysis and the program be reconsidered. Chief Brown distributed a document to the City Council regarding the background and history of the Emergency Medical Services in Hemet.

The City Council and staff discussed the previous paramedic fee study and surrounding agencies fee structure.

Fire Chief Brown, there is an administrative burden with the implementation of fees that can be contracted for a % of the fee. Given the City's demographics, Chief Brown is a stronger proponent of a broader revenue source. Fully burden rates include marginal costs, such as the cost of the equipment, as well as personnel. The rate structure is used for FEMA recovery.

- Lack of coordinated approach to promote community engagement

Auditor's recommendation is to implement a plan for community engagement. The City will create a plan and develop a public involvement program.

The City Council and staff discussed community engagement. UCLA reports that 80% of the population gets their information from social media. Council Member Youssef recommended that the City Council meetings be broadcast live on social media platforms. The City Council requested that staff look into the use of PEG funds for the equipment. Other smartphone apps and social media sites were discussed. The City Council also recommended that the communication be city-wide. The bi-weekly City Council updates should be shared with the public.

- Insufficient structure of city government

The Auditor's recommended that Hemet conduct a comprehensive organizational analysis. They further recommended the creation of a combined community development and services department, shifting engineering to become a division under public works, and shifting the code enforcement division to public safety. After the completion of a comprehensive organizational analysis a work study on staff implementation will be conducted.

- Turnover of key positions and lack of consistent leadership

Auditor's recommendation is to complete a strategic plan that identifies by January 2017. The City will complete the comprehensive organizational analysis and prepare an organization-wide succession plan.

- Landscaping – inconsistencies

Auditor's recommendation is to consider outsourcing maintenance of all streetscapes.

Kristen Jensen, Public Works Director, a quick analysis was conducted in 2011 and the decision at the time was not to contract out. Staff tried to educate the auditors on the duties that are assigned and the costs included. Not all of the costs or functions will go away if outsourced. Staff will bring back the current functions performed by this division. If an RFP is requested the City Council will need to determine the level of service desired.

Council Member Youssef, has suggested that all departments be looked at for possible outsourcing. There are a number of private sector alternatives for services provided by the City.

Council Member Krupa, asked that the cost to open and maintain park restrooms 24/7 be included in the possible service levels.

The City Council and staff discussed the costs that are included in the budget that would not be eliminated with a landscaping contract. The Parks Division maintains the trees that are not included in assessment districts, hangs the banners on Florida Avenue, raises and lowers the flags. Approximately 1.5 to 2 hours per day is spent cleaning up trash in each park. The City Council and staff discussed the number of parks/acres that is maintained by the division. The Division includes three employees and a supervisor. In situations such as the high winds Hemet previously experienced these employees along with other divisions of Public Works were all hands on. The City Council recommended that Public Works identify projects for church groups.

Eric Vail, City Attorney, reminded that City Council that the timing might be aggressive considering that the City will have to meet and confer with regards to the scope of the RFP and again with possible effects of outsourcing.

Mayor Pro Tem Raver, the State Audit makes it clear that state staff does not fully appreciate the consequences of a city struggling to stay within its means. Of course, Hemet has organizational and staffing issues. Former Hemet Councils had the courage to implement significant staffing and cost reductions. Reductions so severe the staffing and organizational structures were, and remain to this day, compromised. The Hemet City Council is fully aware of this situation. However, the State Auditor's Office fails to give credit to the efforts of the City Council to correct prior Fire Department policy decisions. The FY 2014/15 adopted budget's dependence on \$5,000,000 reserves was reduced this fiscal year to only \$350,000. The City's current reserves are higher than the city's mandated 20%. Unlike a number of cities in the surrounding area, Hemet is not hampered by any form of debt. The Audit made the following flawed observations and recommendations. "Several of Hemet's operations and management practices contributing to ineffective and inefficient provision of public services." "In particular, Hemet has consistently underfunded its fire department." I concur that several organizational changes are needed. However, this has nothing to do with the management practices. This was purely a political policy decision made by the previous City Council in their quest to outsource the Fire Department. The Auditor recommended Emergency Medical Fees which I am adamantly opposed to initiating Emergency Medical Fees at this time for the following reasons: Hemet already charges numerous General Fund fees; Hemet has a high ratio of elderly residents living on fixed incomes; Hemet has a high unemployment rate; Hemet has a high number of single parent families with children; and Hemet Fire is attempting to keep costs down by testing a pilot program that triages non-emergent calls. I further recommend that the City does not establish fees for nonresident library patrons. The City Manager should do further research before taking this matter any further. The City should commence work on City Strategic and Succession Plan. The City should conduct a comprehensive organizational and staffing study. The City Manager should first assess cost

saving potentials and organizational benefits of outsourcing park maintenance. If there is a potential for savings without risking service levels then issuance of an RFP should be considered. The City should commence work on a Regional Economic Development Plan in cooperation with San Jacinto. The City should consider the Auditor's recommendation and look into establishing a San Jacinto Valley Public Safety District. The City should continue educating the public on need to pass Measure U.

Marie McDonald, Hemet, applauded Mayor Pro Tem Raver's comments on the audit. Ms. McDonald expressed concern that a number of the lower income residents do not have computers and participate in social media. Ms. McDonald feels that the community involvement in Hemet is a big asset for the City. The City should find ways to bring the families to the parks, making them safer and more enjoyable. Ms. McDonald suggested a citizen inquiry program in the newspaper or on social media to allow for questions and answers and more town hall meetings so more people can get involved.

Lori VanArsdale, Hemet, suggested that research be done to determine if charging out of Hemet residents will require a refund of the \$500,000 State grant used to build the Library. When the Library was built the whole valley participated and made donations. As a reminder the residents outside of Hemet, come into the City to shop, eat and play and pay sales tax. Ms. VanArsdale complimented the City Council and staff for doing a really good job making cuts. The City has already done or started the process to do many of the things recommended by the Auditors. The audit says the resident's needs to approve Measure U.

City Council Business Consent Calendar

6. **Approval of Minutes** – July 26, 2016
7. **Receive and File** – Warrant Registers
 - a. Warrant registers dated July 21, 2016 in the amount of \$812,326.13 and August 4, 2016 in the amount of \$1,482,652.93. Payroll for the period of June 20, 2016 to July 3, 2016 was \$659,851.66 and the period of July 4, 2016 to July 17, 2016 was \$617,213.09.
8. **Recommendation by Engineering** – Columbia Street Resurfacing – Agreement with County of Riverside for Resurfacing of City of Hemet segment Columbia Street South of Florida Avenue
 - a. Authorize the Deputy City Manager/Administrative Services Director to establish a budget of \$90,000, plus a 10% contingency of \$9,000, and a 15% Construction Engineering and Inspection Budget of \$13,500 for a total expenditure in the amount of \$112,500 in Fund No. 222-5618-5500; and
 - b. Authorize the City Manager to execute the Service Agreement by and between County of Riverside and the City of Hemet for Columbia Street Resurfacing Improvements.
9. **Recommendation by Library** – Library material from Baker and Taylor
 - a. Approve the purchase of Library materials from Baker and Taylor in the amount of \$69,000.

Item No. 9 was removed from the Consent Calendar. **Mayor Pro Tem Raver moved and Council Member Krupa seconded a motion to approve the remaining Consent Calendar items. Motion carried 5-0.**

Item No. 9

Council Member Milne, asked where the \$60,000 coming from and what the Library will get for that money.

Kathye Caines, Senior Librarian, the Library has a contract with Baker and Taylor to provide Library materials. This Development Impact Fee (DIF) expenditure was approved with the budget, however since it is over \$50,000 it requires approval of the City Council.

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

The City Council recessed briefly at 8:50 p.m.

Reconvened at 9:00 p.m.

Communications from the Public

Gary Parker, Hemet, whatever the City's pays the Public Safety Chief's it isn't enough. Mr. Parker retired to Hemet 5 years ago and resides in Seven Hills. The homeless in the parks is Hemet's biggest problem. The City is not growing because of the lack of revenue and the homeless. Mr. Parker also expressed concern that the solar farm on Sanderson was allowed to operate without completing the landscaping. Mr. Parker offered to volunteer as the City's PIO.

Mayor Wright referred Mr. Parker to Community Development Director Elliano.

Gail Randle, Oak View Terrace Senior Apartments, expressed concern with the high volume of crime in the gated complex. Ms. Randle told the City Council about a couple of recent incidents of theft and assault. The homeless enter the facility and amongst other things are taking the vegetables from the community garden.

Mayor Wright referred Ms. Randle to Police Chief Brown.

Discussion/Action Item

10. **Methods to Address Community Interest in Expenditure of Measure U Tax Proceeds** – City Manager Meyerhoff

- a. Provide direction to City staff as to Council's preferred method of addressing community concerns regarding expenditure of Measure U tax proceeds; and
- b. Consider adopting a resolution stating its intention to expend all proceeds of the transaction and use tax proposed by Measure "U" for the enhancement of public safety services if approved by voters on November 8, 2016.

Resolution No. 4703

Eric Vail, City Attorney, the City Council approved the placement of Measure U on the November ballot. There have been a number of questions and expressions of concern about the use of how the General Fund tax revenues would be spent. There is a list of non-exclusive options in the staff report that could be considered by the City Council. The most restrictive option is adopting of a modified version of the resolution the City Council considered as an advisory measure. The only changes between Resolution No. 4703 and the proposed measure advisory is that it will not be on the ballot, there are grammatical changes that make it a

resolution and not an advisory measure, the provisions creating the citizens oversight committee and requiring an annual audit have been removed. Those provisions are in the tax measure itself. It will limit spending 100% to enhancing public safety with the same definition to allowable uses for the expenditure of the funds. It includes the 1.2 per 1,000 resident officer ratio. It requires that the City maintain at least 72% funding level from its other general fund monies and requires that 2/3 of the proceeds be allocated toward police services and 1/3 toward fire and EMS. The least restrictive option would be to program the funds every year through the City's annual budget cycle and a number of options in between. All of these actions are discretionary, legislative actions that can be changed by the City Council and subsequent City Council's. They won't change the tax measure.

Mayor Pro Tem Raver, the adoption of the resolution does not mean that it cannot change. These are guidelines. The residents should continue to be involved and watch what future City Council's do.

Council Member Youssef, the funds should only be used for public safety. The City Council would have to rescind or amend the resolution to allow the funds to be used for other purposes.

Council Member Milne, concurs that this resolution is not binding. Two of the five on this Council are not returning and one member is up for re-election. Watch the future City Councils. This money should only be used for Public Safety.

Marie McDonald, Hemet, strongly supports the resolution. Ms. McDonald suggested that the City Council hold town hall meetings and afternoon Council meetings to help get the information to the seniors.

Mayor Pro Tem Raver moved and Council Member Youssef seconded a motion to approve this item as presented. Motion carried 4-1. Council Member Milne voted No.

11. Fiscal Year 2015-16 Preliminary Year-End Budget Review – As of June 30, 2016 – Deputy City Manager/Administrative Services Director Hurst

a. Receive and File

Jessica Hurst, Deputy City Manager/Administrative Services Director, gave the City Council a powerpoint presentation on the final report for fiscal year ending June 30, 2016. At this time the City has collected 91.19% of the anticipated General Fund revenue. Property tax collections are at 105% of budget and sales tax collections are at 75% of budget. Accruals will continue for 60 days after the end of the fiscal year. It is anticipated that sales tax will be at approximately 98% of budget. Expenditures are anticipated to be at 96.43% due to careful management of budgets by the departments. Projected deficit for the General Fund for FY 15/16 is \$3.5 million, down from the budgeted \$5 million deficit. A graph was displayed showing the percentage of budget collected and expended for each quarter and the year-end estimate for FY 15/16. The Water Fund has collected 96.92% of the estimated revenue. Only 38.53% of the expenditures were expended. There was a savings in anticipated Groundwater management expenditures. Expenditures for Capital projects in the planning stage have not been expended and will carry over to the next fiscal year. A graph was displayed showing the percentage of budget collected and expended for each quarter and the year-end estimate for FY 15/16.

Council Member Youssef, asked for the Water Fund revenue balance.

Ms. Hurst, the Water Fund Revenue balance is just over \$10 million.

The Liability Fund collected 177.87% of its estimated revenue. The majority was the reimbursement for costs for the potato shed. The fund expended 140.77% of its anticipated expenditures. Again that included the costs for the potato shed as well as liability claims and litigation. The City Attorney collected 101.25% of its anticipated revenue and expended 138.63% of budgeted expenditures. 87.77% of the anticipated OPEB (Retiree Medical) expenditures were expended.

Mayor Wright, requested that alternative ways to allocate internal services expenses be presented to the City Council by December for discussion and consideration.

12. **Return to Non-Drought Water Rates** – Public Works Director Jensen

- a. Adopt a resolution reverting to non-drought water rates; and
- b. Authorize staff to identify water projects where prior appropriations may be temporarily or partially returned to the Water Fund Reserves and record transfers for only the amounts required as of the mid-year budget review process to offset any projected revenue shortfall in FY 16/17. **Resolution No. 4704**

Kristen Jensen, Public Works Director, staff is recommending that the City Council adopt a resolution reverting the water rates from drought to non-drought. The reduction is only for the water consumption for City of Hemet water customers. Thanks to the water customers conservation efforts and staffs education and enforcement programs the City exceeded the State’s compliance requirements. Ms. Jensen thanked the City Council for their support to increase the staffing that made the difference and help the City meet the mandates. The City was one of twelve that received a formal conservation order with 12 monthly tasks. The City is the first to come off that list with a letter of rescinding the order in July. The rates will go from \$6.20/billing unit to \$4.20/billing unit, a 32% decrease, effective September 1.

The City Council and staff discussed the future CIP water projects. There is a potential for revenue shortfall, the budget was based on drought rates for the entire year. If the residents continue to conserve there might be a little gap, staff will continue to monitor the revenue.

Mayor Pro Tem Raver, expressed concern with the dropping level of the Colorado River and the reduction of water into California. Mayor Pro Tem Raver recommended that the installation of the pipeline be discussed and considered sooner. The City can’t rely on wheeling water from EMWD.

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

City Council Reports

13. 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

“Boo at the Bowl” will be on October 29th, 30th and 31st.

Met on August 22, discussion regarding the internal calculation of Soboba’s unused water. The Watermaster Boards has requested that Soboba, LHMWD, EMWD and MWD meet to consider an agreement on the method of calculation to be used.

5. Library Board

The Board discussed the State Audit. The Library Foundation Annual Golf Tournament will be on September 10th at 8:00 a.m. at Golden Era Golf Course.

6. League of California Cities

The League's annual Golf Fundraiser will be October 10th at Tukwet in Beaumont.

Council Member Krupa attended the District Meeting, action was taken to oppose SB 1387 which is the State Legislature's attempt to 3 additional elected positions to the SCAQMD's Board of Directors.

7. Riverside County Transportation Commission (RCTC)

8. Western Riverside Council of Governments (WRCOG)

9. Southern California Association of Governments (SCAG)

Council Member Krupa attended the swearing in of Officer Troncale and Dispatcher Troncale, a husband and wife hired from San Diego.

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)

Mayor Wright reported that the Committee is hoping to find a center that mirrors the location in the desert. It is time to get the local community members together. Letters of interest should be submitted to the City Clerk.

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

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

A tour on local Skate Parks is scheduled for September 17th.

- G. City Manager Meyerhoff
 - 1. Manager's Reports
 - 2. Staff Spotlight

Thank you from the Downtown Deli to Sara Retmier and Soledad Carrisoza for their assistance with the expansion of the Downtown Deli.

- 3. State of the City, September 22, 2016

City Manager Meyerhoff announced the State of the City will be held at the Four Season's Lodge and invited the public to attend.

Future Agenda Items

Tourism Update

Applications of Interest for Measure U's Oversight Committee

Adjournment

Adjourned at 9:55 p.m. to Tuesday, September 13, 2016 at 7:00 p.m.



Staff Report

TO: Honorable Mayor and Members of the City Council

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

DATE: September 13, 2016

RE: Warrant Register

The City of Hemet's warrant registers dated August 8, 2016 in the amount of \$9,910,632.90 and September 1, 2016 in the amount of \$754,430.99 are currently posted on the City's website in the Finance Department section, under *Financial Information*. Payroll for the period of July 18, 2016 to July 31, 2016 was \$654,192.98 and the period of August 1, 2016 to August 14, 2016 was \$636,766.75.

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

DATE: September 13, 2016

RE: Memorandum of Understanding with the Non-Safety Unit (General Employees) of Service Employees International Union (SEIU) Local 721

RECOMMENDATION:

Authorize the City's negotiation team to execute the attached Memorandum of Understanding (MOU) between the City and Service Employees International Union (SEIU) for the three-year period of July 1, 2016 through June 30, 2019.

BACKGROUND:

The employees within the SEIU bargaining group work in departments throughout the City to provide a wide variety of services to the community and internally. The most recent MOU with this group expired on June 30, 2016, and the City and SEIU have been actively negotiating a successor MOU since the spring of 2016.

On August 29, 2016, the City and SEIU reached a tentative agreement, the terms of which have been incorporated into this MOU for approval. On September 8, 2016, SEIU ratified the updated MOU.

ANALYSIS:

In accordance with the authority granted by the City Council, the attached Memorandum of Understanding is presented for consideration. The details of significant changes to the MOU are as follows:

Term: Three-year agreement – effective July 1, 2016 through June 30, 2019

Salaries:

- There shall be no across-the-board salary increases during the term of this MOU.
- The City will make adjustments to any salary ranges in accordance with minimum wage laws.

Call-back/Stand-by:

- Clarification of types of call-back and minimum pay associated with each.
- Clarification of stand-by pay, assignment, and minimum response time update.
- Joint labor/management committee to be established for development of policies and procedures related to call-back and stand-by.

Bilingual Pay:

- Clarification of the process and requirements for certification.
- Inclusion of American Sign Language.

Equipment Policy:

- Clarification of process for obtaining safety shoes/boots.
- Increase the City contribution to \$175 per pair.

Family Sick Leave: Remove annual limitation of 48 hours for use for family sick leave.

Savings Clause: Agree to meet and confer within 30 days to address any MOU provision that becomes invalidated due to changes in law.

Health and Safety: Agree to provide workplace safety training to all SEIU employees.

MOU Clean-up Language: The City and SEIU have engaged in normal MOU language clean-up to update or remove expired provisions and/or clauses.

All other terms and conditions of employment shall remain unchanged during the term of this agreement

FISCAL IMPACT:

The total three-year cost of this agreement, due to the increase in the City's contribution toward safety shoes/boots is approximately \$7,500, of which \$3,250 will be paid for from the General Fund.

Respectfully submitted,


Alexander P. Meyerhoff
City Manager


Jessica A. Hurst
Deputy City Manager/
Administrative Services

Attachment: Memorandum of Understanding between the City and SEIU

MEMORANDUM OF UNDERSTANDING
BETWEEN
CITY OF HEMET
AND
THE NON-SAFETY UNIT (GENERAL EMPLOYEES)
OF
SERVICE EMPLOYEES INTERNATIONAL UNION LOCAL 721

This Memorandum of Understanding (hereinafter "MOU") is entered into between the City of Hemet (City) and the Service Employees International Union Local 721 (hereinafter "Union"), pursuant to the provisions of the Meyers-Milias-Brown Act.

This MOU shall be effective for the period from July 1, 2016 up to and including June 30, 2019; and thereafter shall continue in effect year-by-year unless one of the parties notifies the other in writing no later than March 15, 2019 of the request to modify, amend, or terminate the agreement.

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ARTICLE 1

RECOGNITION

- 1.1 The City recognizes the Union as the bargaining agent for those classifications listed in Appendix "A."

ARTICLE 2

MANAGEMENT RIGHTS

- 2.1 It is understood and agreed that the City retains all of its powers and authority to direct, manage and control to the full extent of the law. Included in, but not limited to, those duties and powers are the exclusive right to:

Determine its organization; direct the work of its employees; assign related work not expressly covered by job description; determine the times and hours of operation; determine normal working hours and to schedule shifts accordingly; determine the kinds and levels of services to be provided and the methods and means of providing them; establish its municipal policies, goals and objectives; make technological improvements; determine staffing patterns; determine the number and kinds of personnel required; maintain the efficiency of City operations; build, move or modify facilities; establish budget procedures and determine budgetary allocation; determine the methods of raising revenue; contract out work in accordance with law, provided that before the City contracts the services of an entire division of City government, it shall meet and confer with Union regarding the effects of said contracting on affected employees; and to take any action necessary to meet conditions of any emergency nature, provided that Union shall be afforded the opportunity to meet and confer concerning the necessity of any such action if inconsistent with this MOU.

In addition, the City retains the right to hire, classify, assign, evaluate, promote, terminate, transfer and discipline employees.

- 2.2 The City Manager may lay off a unit member because of shortage of work, lack of funds, material change in duties or organization, or for other valid reasons.
- 2.3 The exercise of the foregoing powers, rights, authority, duties and responsibilities by the City, the adoption of policies, rules, regulations and practices in furtherance thereof, and the use of judgment and discretion in connection therewith, shall be limited only by the specific and express terms of this MOU, and then only to the extent such specific and express terms are in conformance with law.
- 2.4 Labor-Management Committee (LMC):
- a. Unit members will, from time to time, designate five (5) representatives who will meet with management representatives on a quarterly basis, or upon a more frequent basis as the LMC may desire, to discuss matters pertinent to the welfare of the unit members. Topics discussed may include, but not be limited to, equipment, health and

safety, job classifications, training, operating procedures, managed competition, retiree healthcare, non-occupational disability leave, healthcare medical waiver (opt-out), and exploring efficiencies.

The members of the LMC will be granted sufficient time to accomplish the purposes of this section.

- b. The formation of this LMC shall not serve as the basis for re-opening the meet and confer process to modify this MOU. Discussions held during LMC meetings shall not be considered meet and confer despite the issues being discussed.

ARTICLE 3

UNION RIGHTS

3.1 New Employees:

The City agrees to furnish each new employee in the bargaining unit with a copy of the MOU at the commencement of employment of each employee. Further, City will notify Union, within fourteen (14) days of a new employee's hire date, of the new employee's name, home address, and the department/section to which the employee is assigned.

3.2 Visits by Union Representatives:

Accredited representatives of the Union, whether local Union representatives, or International representatives, will be granted reasonable access to City facilities and employees for purposes of investigation of grievances and official Union business, provided Union representatives shall provide twenty-four (24) hours advance notice to the supervisor in charge of the work area that is being visited. Such visits shall not interfere with normal operation of the department. In case of an emergency, the twenty-four (24) hour advance notice will not be required, provided the Union representative provides advance notice to the supervisor in charge as soon as reasonably possible.

3.3 Contract Negotiations:

The negotiating team for the Union, to be comprised of no more than five (5) employees, not more than two (2) from any division, shall be permitted to attend negotiating sessions during work hours with pay. There shall be no compensation for meetings held outside scheduled work hours of members of the bargaining team.

3.4 Bulletin Boards:

The Union will be allowed to use space designated by the City on existing bulletin boards to post notices regarding Union business. Offensive or personally disparaging postings will not be permitted.

3.5 Unpaid Leave to Perform Union Business:

Upon approval of the employee's supervisor, Union representatives selected by the Union to conduct "Union business" away from work, shall be granted leave without pay for a

reasonable period of time, upon giving seven (7) days advance notice. Union business does not involve "work" performed for the benefit or at the direction of the City.

3.6 Paid Leave To Perform Union Business:

With the express written consent of the City Manager, one (1) regular full-time employee at a time may be granted a leave of absence for up to six (6) months to participate in "Union business." Such Union business does not involve "work" performed for the benefit or at the direction of the City. Requests for such leave must be made in writing and submitted to the City Manager as soon as possible, and no later than fourteen (14) days before the leave is to commence. The City Manager in his/her sole discretion may authorize or deny the request for the leave based on the needs of the City's operations.

An employee who is granted a paid leave to perform Union business will remain on the City's payroll during the entire leave and shall receive compensation at the salary level the employee was receiving prior to going on leave. During the duration of the leave, the employee will continue to be eligible for the following benefits: health insurance, retirement benefits, long term disability, life insurance, and survivor's benefits. The City will bill the Union for the employee's compensation and for the benefits provided to an employee during the leave. The Union will indemnify the City for any injury incurred by the employee in the course of scope of performing duties for the Union during this time. The Union will reimburse the City within fourteen (14) days of receiving an invoice for such expenses.

An employee who is granted a paid leave to perform Union business will not accrue or be eligible to use the following benefits during the time the employee is on leave: vacation, sick leave, bereavement leave and paid holiday benefits. The employee will retain his/her level of seniority during the time he/she is on paid leave and upon returning to City service.

3.7 Time Off for Union Board Members:

Current Union Chapter Board Members will each be given a maximum of two (2) paid hours per month for Union business. An Executive Board member will be given one (1) paid shift per month for the purpose of traveling to and attending the monthly Executive Board meetings.

3.8 Maintenance of Membership

- a. All unit members who, on the 15th day following the signing of this MOU, are members of the Union in good standing shall maintain their membership in the Union for the duration of this MOU.
- b. Any dispute as to dues deduction under this Article shall be between unit members and the Union. The Union shall defend and hold the City harmless against any and all claims by unit members, including all legal fees and other expenses arising from dues deductions under this Article.

3.9 Contract Bar:

Approval of this MOU by the Hemet City Council shall constitute a temporary bar to implementation of the provisions of Section 13(B)5 of the Employee-Employer Relations Resolution of the City of Hemet.

The procedure for decertification of a recognized bargaining agent may be instituted and filed only during the period commencing one hundred and eighty (180) days from implementation and ending one hundred and fifty (150) days prior to the termination of this MOU.

ARTICLE 4

AGENCY SHOP

4.1 Authority:

The City and the Union mutually understand and agree that as a result of the State of California's adoption of Government Code Section 3502.5, all employees represented by the Union have the right to join or not join the Union. However, the enactment of a local Agency Shop arrangement, pursuant to an election under Government Code Section 3502.5(b), requires that as a condition of continuing employment, employees in the affected bargaining unit must either join the Union, pay to the Union a service fee in lieu thereof, or establish a religious exemption there from. Such service fee shall be established by the Union, and shall not exceed the standard initiation fee, periodic dues and general assessments of the Union.

4.2 Union Dues/Service Fees:

- a. The Human Resources Division shall provide all current employees represented by the Union, and any employees hired into Union represented positions thereafter, with an authorization notice advising them of the following information: (1) an agency shop arrangement for the Union has been enacted pursuant to state law and (2) all employees subject to the agency shop arrangement must either join the Union, pay a service fee to the Union, or execute a written declaration claiming a religious exemption from this requirement. Such notice shall include a form for the employee's signature authorizing a payroll deduction of Union dues. Said employees shall have thirty (30) calendar days from the date they receive the form to fully execute it and return it to the Human Resources Division.
- b. When the form is completed properly authorizing the deduction of Union dues and returned during the stated time period, the City shall begin the applicable deduction of Union dues no later than the beginning of the first pay period commencing after receipt of the authorization form by the Human Resources Division.

If the form is not completed properly and/or not returned within the stated time period, the City shall begin the deduction of the service fee no later than the beginning of the first pay period commencing after the expiration of the stated time period

- c. No dues, fee or contribution deduction shall be made during any pay period when an employee's earnings are insufficient, after all other deductions are made, to cover the

full amount of the dues, fee, or contribution. When an employee is in a non-pay status for an entire pay period, no deduction will be made to cover the pay period from future earnings.

In the case of an employee in a non-pay status only during part of a pay period, whose earnings, after deductions, are not sufficient to cover the full amount of the dues, fee, or contribution, no deduction shall be made in the pay period or from future earnings to cover the pay period.

- d. The Union shall advise the City, in writing, of the amount to be deducted. Any change in the amount will be submitted to the City, in writing, at least thirty (30) days prior to the effective date of such change.
- e. All deducted dues, service fees, and charitable contribution withholdings shall be remitted to the Union no later than fourteen (14) calendar days after deduction. The City shall also provide an itemized statement detailing each employee's name, social security number, amount of deduction, and category of deduction.
- f. The City shall automatically provide the Union's designated representative(s) with an electronic report, preferably in Excel format, of a complete employee list of SEIU represented employees each quarter.

The report shall include each employee's first and last name, social security number or employee identification number, job classification or position title, hire date, work status (full-time or part-time), home address, home mailing address (if different), home phone number, cell phone number (if known), salary grade code, salary step, and current hourly rate of pay.

4.3 Religious Exemption:

- a. Any employee who is a member of a bona fide religion, body, or sect that has historically held conscientious objections to joining or financially supporting public employee organizations shall not be required to financially support any public employee organization as a condition of employment.

The employee may be required, in lieu of a service fee, to pay sums equal to the service fee to a non-religious, non-labor charitable fund exempt from taxation under Section 501(c)(3) of the Internal Revenue Code, chosen by the employee from a list of at least three of these funds, designated in Section 4.3(c) of this MOU between the City and the Union, or then to any such fund chosen by the employee.

- b. Written declarations of or applications for religious exemption and any supporting documentation must be submitted to the Union. After notification from the Union of the approval of such a request, the City shall begin a deduction for the charitable contribution no later than the beginning of the first pay period commencing after the receipt of the request by the Human Resources Division. The City shall remit the charitable contribution amount to the Union who will remit it to the designated charity. Charitable contributions shall be made by regular payroll deductions only.

- c. The City and the Union have agreed to include the following list of designated non-religious, non-labor charitable funds for receipt of religious exemption deductions in the MOU between the parties:
 - (1) United Way
 - (2) American Cancer Society
 - (3) American Society for the Prevention of Cruelty of Animals

4.4 SEIU Local 721 COPE Contributions:

- a. The Union shall be responsible for informing employees of the SEIU Local 721 Committee on Political Education ("COPE") and for providing employees with an authorization notice. Such notice shall include a form for the employee's signature authorizing a payroll deduction of COPE contributions and the amount of COPE contributions to be deducted each pay period.

Any change in the amount to be deducted will be submitted to the Human Resources Division by the Union, in writing, at least thirty (30) calendar days prior to the effective date of such change.

- b. When the Union notifies the Human Resources Division that an employee has authorized the deduction of the COPE contributions, the City shall begin the applicable deduction of COPE contributions no later than the beginning of the first pay period commencing after receipt of the request.
- c. No COPE contributions shall be made during any pay period when an employee's earnings are insufficient; after all other deductions are made, to cover the full amount of the COPE contributions.

When an employee is in a non-pay status for an entire pay period, no COPE contributions will be made to cover the pay period from future earnings. In the case of an employee in a non-pay status only during part of a pay period, whose earnings, after deductions, are not sufficient to cover the full amount of the COPE contribution, no deduction shall be made in the pay period or from future earnings to cover the pay period.

- d. All deducted COPE contributions shall be remitted to the Union no later than fourteen (14) calendar days after deduction.

4.5 Records:

The Union shall keep an adequate itemized record of its financial transactions and shall make available annually, to the City, and to the employees who are members of the organization, within sixty (60) days after the end of its fiscal year, a detailed written financial report thereof in the form of a balance sheet and an operating statement, certified as to accuracy by its president and treasurer or corresponding principal officer, or by a certified public accountant. A copy of financial reports required under the Labor

Management Disclosure Act of 1959 or Government Code Section 3456.5 shall satisfy this requirement.

4.6 Indemnification:

The Union shall indemnify, defend, and hold the City harmless against any liability arising from any claims, demands, or other action relating to the City's compliance with the agency shop obligation and SEIU Local 721 COPE deductions.

ARTICLE 5

SALARIES

5.1 Salary Step Increases:

Employees below the top step of a range will be eligible for merit pay increases in accordance with existing City policy, and employees at top step of a range or the first longevity step will be eligible for longevity increases in accordance with the provisions of the MOU.

5.2 Out-of-Class Pay:

Whenever the needs of the City require an employee to temporarily perform the duties of a higher classification than that in which the employee is currently employed for a period of more than sixteen (16) continuous working hours, the employee shall receive the salary rate of a higher class in which he/she is performing the required duties.

In such cases, the employee shall be paid at an appropriate step of the salary schedule of the higher classification which will assure an increase of not less than five percent (5%) greater than the salary of his/her current position, but in no case shall such salary exceed the top salary step of the higher classification.

The higher salary rate payable shall commence on the seventeenth (17th) continuous hour following the temporary reassignment to the performance of duties of the higher classification and shall continue for all hours worked in the higher classification during the pay period in which the employee qualified for higher classification pay.

Written notice will be provided by a Department Head when an employee served in an acting capacity.

A person appointed in an acting capacity shall be eligible to receive merit increases in his/her permanent position during the acting appointment but shall not be entitled to merit increases in the position which he/she holds in an acting capacity.

An employee shall not lose any time that has been worked toward their longevity increase and earning step increase.

5.3 Salary Increases:

There are no cost-of-living adjustment (COLA) salary increases scheduled during the term of this MOU.

5.4 Re-opener on Salary Increases:

The Union may request to re-open on the issue of salary increases two (2) times during the term of this Agreement. The parties agree to meet and confer within thirty (30) days of a request to re-open negotiations on the issue of salary increases.

This re-opener shall be limited to the issue of salary increases only and no other MOU provision(s) shall be re-opened unless mutually agreed to by the parties.

5.5 Minimum Wage Adjustments:

The City will make adjustments to any salary range(s) to be maintained at at least the higher of the State or Federal minimum wage. Any salary range that is adjusted in such manner shall also have the corresponding salary steps in the range adjusted to maintain the same percentage difference between the salary steps in the range.

The State minimum wage is currently scheduled to increase on January 1st of each of the following years:

a.	2017	\$10.50
b.	2018	\$11.00
c.	2019	\$12.00

ARTICLE 6

WORKWEEK/OVERTIME

6.1 Workweek:

The workweek is the period of time on which overtime requirements for non-exempt employees, under the FLSA are based. The standard workweek for each employee is a fixed and regularly recurring period of one hundred sixty eight (168) hours, composed of seven (7) consecutive twenty-four (24) hour periods.

Although the workweek is intended to be fixed, it may be changed by City in emergency situations. Any schedule changes outside of emergency situations will be agreed upon by the Union and City.

- a. The workweek for all employees who work a standard Monday through Sunday workweek shall commence at 12:01 a.m. on Monday of each week and end at midnight on the following Sunday.
- b. All employees shall work a "4/10" alternative work schedule, comprising eight (8), ten (10) hour days in the pay period. The FLSA workweek and employees' schedules in effect as of April 1, 2013 will remain in effect. No changes on the 4/10 work schedule shall be made except by mutual agreement between the City and Union.

Employees working a 4/10 alternative work schedule may opt to take a thirty (30) minute lunch, subject to approval of their immediate supervisor.

6.2 Facility Shut Down and Alternative Work Week:

All facilities except for the library and mechanics shop will be affected by a facility shut down day on every Friday.

6.3 Overtime:

It is the policy of the City to avoid the necessity for overtime work whenever possible. In cases of emergency or whenever public interest or necessity requires, any employee may be directed by proper authority, and is expected to perform, overtime work.

Time worked by a non-exempt employee in excess of forty (40) hours in the seven (7) day workweek shall constitute overtime.

The workweek is defined and set forth in Section 6.1 above. A nonexempt employee will be paid one and one-half (1½) times the employee's regular rate of pay for all hours worked over forty (40) in the seven (7) day workweek.

All work, outside an employee's regularly scheduled shift, must have the approval of the employee's supervisor prior to actual performance of the work. Failure to obtain such approval in advance subjects an employee to discipline.

6.4 Hours Worked:

Only those hours that are actually worked by non-exempt employees shall constitute "hours worked" for purposes of determining entitlement to overtime pay.

Time taken as paid leave, including, but not limited to, holidays, vacations, sick leave, compensatory time off, bereavement leave and other similar periods when no work is performed shall not constitute "hours worked," unless allowed otherwise in this MOU.

Time worked for which employees receive additional compensation pursuant to this MOU, including but not limited to call back pay, shall constitute hours worked to the extent that it represents time actually worked.

ARTICLE 7

CALL-BACK/STAND-BY

7.1 Call-Back Pay:

a. Call-Back Rate for a Physical Response:

The City shall provide unit members with a minimum of two (2) hours' pay at the premium rate of one and one-half (1½) times the employee's regular hourly rate of pay, or at one and one-half (1½) times the employee's regular hourly rate of pay for the actual hours worked, whichever is greater, when an employee leaves the work

premises and the employee is required to physically respond to the City to perform services after the employee's regular scheduled working hours.

b. Call-Back Rate for a Remote Response:

Any employee who is not required to physically return to a work site should record all time spent on phone calls or performing other work from a remote location (i.e. home or other off-duty location, responding to SCADA notifications/alarms, etc.) as hours worked on his/her timesheet.

Such hours shall be paid at the premium rate of one and one-half (1½) times the employee's regular hourly rate of pay for the actual hours worked, when an employee is required to perform work on behalf of the City absent a physical response. Such time shall be paid in minimum increments of fifteen (15) minute intervals.

c. Call-Back Rate for Well Rounds:

Well rounds require an employee to physically visit and inspect each active well site prior to 9:00 a.m.. The City shall provide unit members with a minimum of three and one-half (3½) hours' pay at the premium rate of one and one-half (1½) times the employee's regular hourly rate of pay, or at one and one-half (1½) times the employee's regular hourly rate of pay for the actual hours worked, whichever is greater, when an employee is assigned to perform well rounds on a non-work day, holiday, or outside of the employee's regular scheduled working hours.

d. Call-Back Rate for Park Openings:

Park openings require an employee to open all City parks, park restrooms, and monument areas by 7:00 a.m.. The City shall provide unit members with a minimum of one (1) hours' pay at the premium rate of one and one-half (1½) times the employee's regular hourly rate of pay, or at one and one-half (1½) times the employee's regular hourly rate of pay for the actual hours worked, whichever is greater, when an employee is assigned to perform park openings outside of the employee's regular scheduled working hours.

e. Duplication of Call-Back Rates:

There shall not be any duplication or pyramiding of call-back rates under this section.

An employee shall be credited with not more than one (1) minimum two (2) hour guarantee for work performed on a physical response during any consecutive two (2) hour period. An employee credited with two (2) hours pursuant to this section may be assigned other work until the guaranteed time has elapsed.

An employee shall be credited with not more than one minimum fifteen (15) minute guarantee for work performed remotely during any consecutive fifteen (15) minute period. An employee credited with the fifteen (15) minutes pursuant to this Section may be required to perform other work remotely (i.e. answer, receive, or respond to additional phone calls, etc.) until the time has elapsed.

Absent call-backs which occur within the same consecutive time period, each individual call-back event shall be subject to the minimum payments outlined in this Section. If an employee is physically called back to work, the two (2) hour minimum begins from receipt of the first phone call or alarm and the reported/compensated hours worked ends when the employee arrives back home from the work site. An employee is expected to proceed directly to/from such work site(s).

7.2 Stand-By Pay:

The purpose of assigning employees to stand-by duty is to ensure the City has qualified employees available to respond to after-hours operational needs and/or emergencies on behalf of the City.

a. Stand-By Rate:

When an employee is assigned to stand-by (after hours) duty by the City, the employee shall receive one hundred fifty dollars (\$150.00) per week for the entire period of such assignment. Employees are assigned to stand-by duty on a weekly rotational basis, beginning at 6:00 a.m. on Monday and ending at 5:59 a.m. on the following Monday.

b. Assignment to Stand-By Duty:

The determination of whether stand-by duty is necessary shall be made at the discretion of the Department Head, with the exception that Public Works agrees to provide an opportunity for stand-by duty assignments for including, but not limited to: (1) General Public Works, (2) Water/Wastewater, and (3) Well Rounds/SCADA. The parties agree the list for Water/Wastewater is not required to be established until the completion of the meet and confer process in Section 7.3 of this Article.

When stand-by duty is necessary, the Department Head, or his/her designee, will establish a stand-by duty roster which shall be distributed to employees and posted. The roster shall first be populated by those employees who volunteer for such duty. However, if at any time there is an insufficient number of employees who volunteer for stand-by duty, the Department Head shall have the discretion to either (1) establish a mandatory stand-by duty list which all employees are required to participate in, unless the employee lives outside of the response time area, or (2) retain the services of a contractor to perform the services.

The Department Head will give affected employees reasonable notice and an opportunity to volunteer before establishing a mandatory stand-by duty roster or before arranging for the work to be performed by a contractor.

c. General Requirements for Stand-By Duty:

Stand-by duty requires the employee to:

- (1) be reachable by telephone or other communication device; and
- (2) be able to physically respond to work at the City Yard or other work site

within forty-five (45) minutes; and

- (3) refrain from activities which might impair their ability to perform assigned duties; and
- (4) comply with other operational policies and directives as promulgated by management.

Employees assigned to stand-by duty will be provided with a specific stand-by City issued phone and a City vehicle.

Employees assigned to stand-by duty are required to respond to all calls received, during the period of stand-by duty, within fifteen (15) minutes. Failure to timely respond to a call may be subject to disciplinary action.

- d. If an employee is not assigned to stand-by duty, he/she is not obligated to respond to work-related calls he/she may receive. This provision does not prevent the City from ordering an employee to respond to work during a bona fide emergency, if the City makes actual verbal or personal contact with the employee and the employee is able to meet the requirements for such a response. Such employees shall not be subject to any reprisal for failing to respond to off-duty calls or for not being able to meet the requirements for such a response (i.e. refraining from activities during their scheduled off-duty time which might impair their ability to perform work, or located outside of a response area, etc.).

e. Trades:

Any voluntary change or substitution to stand-by duty must be approved by a supervisor and made for the entire week of stand-by.

7.3 Department Procedures:

Each Department Head may adopt internal procedures for stand-by and call-back that are consistent with this Article. Such procedures are subject to the meet and confer process.

The parties further agree to complete the meet and confer process on the internal procedures for stand-by and call-back in the Public Works Department by no later than January 1, 2017. This process shall include, but is not limited to the rate of compensation for an employee that may not be able to complete his/her full week of stand-by assignment and the employee who may be assigned for partial coverage.

ARTICLE 8

COMPENSATORY TIME OFF

8.1 Compensatory Time Off:

- a. All employees who earn overtime compensation, as defined in Section 6.3 of this MOU, may elect to convert earned overtime to compensatory time off ("CTO") at the

rate of one and one-half (1½) hours for each hour actually worked. Additionally, hours that are not actually worked during call back pay cannot be converted to CTO. An employee who has accrued hours of CTO is required to receive monetary compensation for all additional overtime worked.

- b. Unit members shall be entitled to convert a maximum of thirty three and thirty three hundredths (33.33) hours of overtime into fifty (50) hours of CTO.
- c. Employees shall be permitted to use CTO within a reasonable period of time after the employee makes a request, provided that it does not unduly disrupt the City's operations. Unduly disrupt shall mean that it would impose an unreasonable burden on the City's ability to provide services of acceptable quality and quantity for the public during the time the employee requested off. An employee who wishes to take CTO must submit a request to his/her immediate supervisor in advance of the intended use of the CTO.
- d. At any time, an employee may request that all or some of his/her accrued CTO be cashed out. CTO is cashed out at the employee's then current regular rate of pay. An employee wishing to cash out his/her CTO shall submit his/her request to his/her Department Head in writing. CTO may be cashed out in increments of not less than eight (8) hours unless the balance of the employee's compensatory bank is less than eight (8) hours.
- e. Any unused CTO as of December 31st of any year shall be carried over to the next calendar year.
- f. An employee whose employment is terminated for any reason shall be paid for all unused CTO at a rate of the higher of (1) the average regular rate the employee earned during the last three (3) years of employment; or (2) the final regular rate earned by the employee.

ARTICLE 9

BILINGUAL PAY

9.1 Bilingual Pay:

Employees who may be required to provide foreign language or American Sign Language translation services in the course and scope of their employment shall receive fifty dollars (\$50.00) per month.

In order to qualify for bilingual pay, the employee must be certified by passing a test established by the City. Only those employees who are certified may provide translation services.

9.2 Certification Process:

The certification process will be administered through a third party neutral service contracted by the City to conduct bilingual certification (currently Alta Language

Services).

Employees wishing to be certified as bilingual must make a written request to the City's Human Resources Manager. Upon such written request, the Human Resources Manager will evaluate the need for bilingual services, and if the City determines that such services are needed, the Human Resources Division will schedule a telephone and/or in-person bilingual examination with a bilingual certification representative and the employee.

The Human Resources Division will administer requested bilingual examinations as soon as practicable, but on no less than a quarterly basis.

The bilingual examination will be scored on a pass/fail basis. Examination scores are final and non-appealable. Employees who fail the examination, or who fail to appear for a scheduled examination, may not take another bilingual examination in the same language for a minimum of six (6) months following the failed or missed examination. Employees who pass the examination will be certified as bilingual by the City.

Employees who are certified as bilingual by the City shall not be required to recertify to continue to receive the bilingual pay.

The City agrees to notify new employees of the bilingual pay program during orientation.

ARTICLE 10

HOLIDAYS

10.1 Authorized Holidays:

a. The following paid holidays shall be observed:

- (1) January 1 (New Year's Day)
- (2) Third Monday in February (Washington's Birthday)
- (3) The last Monday in May (Memorial Day)
- (4) July 4 (Independence Day)
- (5) The first Monday in September (Labor Day)
- (6) The second Monday in October (Columbus Day)
- (7) November 11 (Veterans Day)
- (8) Thanksgiving Day
- (9) Friday after Thanksgiving
- (10) December 25 (Christmas Day)
- (11) One (1) floating holiday.

(12) One (1) additional floating holiday for full-time employees only.

The hour value for each holiday shall be equivalent to the employees' regularly scheduled work period, i.e. if the holiday falls on a regularly scheduled ten (10) hour work day, the employee's time off is ten (10) hours. If the holiday falls on a scheduled eight (8) hour day, the holiday time is eight (8) hours.

c. Half-Shift Holidays:

The following paid holidays shall be observed and employees shall not be required to work the last half of their scheduled shift that each employee would have worked were the holiday not observed:

(1) December 24 (Christmas Eve)

(2) December 31 (New Year's Eve)

The hour value for each half ($\frac{1}{2}$) shift holiday shall be equivalent to half of the employee's regularly scheduled work period, i.e. if the holiday falls on a regularly scheduled ten (10) hour work day, the employee's time off is five (5) hours. If the holiday falls on a scheduled eight (8) hour day, the holiday time is four (4) hours.

10.2 Procedure if Holiday Falls on Saturday or Sunday:

For those employees whose normal workweek is Monday through Friday, when a holiday falls on Saturday, the preceding Friday shall be observed as a holiday. When a holiday falls on a Sunday, the following Monday shall be observed as a holiday.

10.3 Procedure if Holiday Falls on Regular Day Off:

If a holiday occurs on a day which is the full-time employee's regular day off, he/she shall be entitled to an accrual of holiday time at the hour value that is equivalent to the employee's scheduled work period [i.e. for employees on a regularly scheduled ten (10) hour workday, the holiday accrual shall be ten (10) hours. For employees on a regularly scheduled eight (8) hour workday, the holiday accrual shall be eight (8) hours]. This time shall be placed in the employee's holiday time bank. Regular part-time employees shall accrue time on a pro-rata basis.

10.4 Employees Required to Work on Holiday:

Any employee whose work schedule and assignment of duties requires him/her to work on an authorized holiday shall receive holiday pay for such work at the same rate of pay at which he/she is employed, in addition to his/her normal pay for the time worked. Normal pay shall include overtime if qualified pursuant to Sections 6.3 and 6.4 of this MOU.

10.5 Pay for Accumulated Holiday Time in Holiday Bank:

Each City employee who leaves the employment of the City shall be granted all accumulated holiday time in his/her holiday time bank and shall be paid therefore at

his/her rate of compensation applicable at the time he/she leaves the employment of the City. No leave credit shall be earned on terminal leave payments. When separation is caused by the death of any employee, payment shall be made to the estate of such employee or, in applicable cases, as provided by the Probate Code of the State.

ARTICLE 11

HEALTH INSURANCE

11.1 Health Insurance:

The City shall contract for and make available to all eligible employees and their dependents, medical, dental, and vision coverage that are comparable to the plans in existence during the prior MOU. Plans contracted by the City shall include the following:

- (a) PPO or POS
- (b) HMO
- (c) Self-Funded Dental and Vision

The City may change the health plans and subsequently designate a different plan(s) and providers with the concurrence of the Benefits Committee, which is comprised of representatives from each bargaining unit in the City. The employees shall have their choice of the plans as described above provided that they comply with applicable provider rules, such as open enrollment, etc.

The City shall contribute the sum of one-thousand, twenty-eight dollars and 81/100 (\$1,028.81) per month, per employee, referred to as the City's maximum liability, toward the cost of health insurance.

Except as provided in Section 19.1 of this MOU, the City will contribute one hundred percent (100%) of the cost per month, per employee, in paid status toward the cost of dental and vision plans for such employee and his/her dependents.

The "Maximum Benefit per family per Calendar Year" as set forth in the "Schedule of Vision Benefits" shall be four hundred and fifty dollars (\$450.00) per year.

In the event any of the plans contracted for and made available by the City to employees and their dependents as mentioned above should be terminated by the provider at no fault of the City, City agrees to meet and confer with Union regarding the affected health insurance issue. City agrees to notify Union if it changes insurance broker.

An Advisory Committee shall be established to study health insurance benefits. The Committee shall consist of two (2) members appointed by City management and two (2) members appointed by the Union. The Committee's role shall be strictly advisory and it shall have no authority to make decisions or otherwise bind the City with respect to health insurance matters.

11.2 Payroll Deductions:

Every employee who wishes to receive medical benefits pursuant to this article must complete the authorization form. Such form provides the City with written authorization to make automatic payroll deductions for any employee contributions which may be required pursuant to this article. In the event any employee does not provide the City with written authorization to such automatic withholding, the City shall not be obligated to provide any medical benefit for such employee.

11.3 New Employee Health Insurance:

New employees who are eligible for health insurance benefits will be covered as soon as practical, or thirty (30) days from the date of eligibility, whichever occurs first.

11.4 Retiree Health Benefits:

The Union acknowledges the City has met and conferred in good faith with the Union prior to the City Council's adoption of Resolution Bill No. 07-095 on November 27, 2007, which amends and clarifies, in portion, (1) the Retirement Benefits policy previously adopted by the City Council which was placed into effect July 24, 1990, and (2) Resolution No. 3349, adopted by the City Council on April 14, 1998, which amended the Retirement Benefits Policy.

ARTICLE 12

UNIFORMS

12.1 Uniforms:

The City shall continue to provide uniforms for all unit members required to wear them during duty hours. Time spent donning and doffing uniforms shall not be considered hours worked. City-issued wearing apparel shall not be worn in a manner or circumstances that would bring disrespect or disrepute to the City or employee.

ARTICLE 13

RETIREMENT

13.1 Retirement:

a. Retirement Plans:

The City will provide retirement plans with the California Public Employees Retirement System ("CalPERS") as follows:

(1) TIER I:

For unit members hired prior to July 1, 2011, such plan shall be 2.7% at fifty-five (55) PERS plan and the "single highest year" amendment.

(2) TIER II:

For unit members hired from July 1, 2011 through December 31, 2012, such plan shall be 2.5% at fifty-five (55) and the "single highest year" amendment.

(3) TIER III:

For unit members hired on or after January 1, 2013, such plan shall be 2% at sixty-two (62) and the "highest consecutive three year average" amendment.

b. Purchase Military Service Credit:

City shall continue its contract with CalPERS to allow employees to purchase, at their own expense, up to four (4) years of military service credit in accordance with applicable CalPERS rules and/or law.

c. Employee Contributions:

Unit members in retirement Tiers I and II shall pay the full employee share of contribution (EPMC), but not to exceed eight percent (8%), to their respective retirement plans.

Unit members in retirement Tier III shall pay the full employee share of contribution (EPMC), but not to exceed sharing fifty percent (50%) of normal costs, to their retirement plan.

d. Part-Time Retirement Benefits:

Entitlement to CalPERS for part-time employees shall be determined in accordance with applicable State law.

ARTICLE 14

LONG TERM DISABILITY

14.1 Long Term Disability:

The City shall provide, on behalf of each unit member, a long-term disability plan with not more than a thirty (30) day waiting period. Employees shall be eligible for long-term disability after being off for thirty (30) days.

Employees with more than one (1) year service, but less than five (5) years' service with the City, may borrow not more than eighty (80) hours sick leave to cover any time they may be deficient in covering the thirty (30) day waiting period for the City's Long-Term Disability Plan to commence.. All such borrowed sick leave must be repaid as vacation or sick leave as thereafter accrued, unless other arrangements are approved by the City Manager. Any balance due the City upon termination of employment from the City shall be deducted from the employee's final check.

ARTICLE 15

LIFE INSURANCE

15.1 Life Insurance:

The City shall provide to each full-time employee covered by this MOU a fifty thousand dollars (\$50,000.00) group term life insurance. Each employee may increase, at their own cost, the limit of their subject life insurance policy by an amount not to exceed an additional fifty thousand dollars (\$50,000.00) one hundred thousand dollars (\$100,000.00) total coverage, provided arrangements can be made with the insurance carrier and subject to carrier approval of the additional insurance.

ARTICLE 16

SURVIVORS BENEFIT

16.1 Survivors Benefit:

The City shall pay the required contributions, on behalf of each unit member, to continue to provide Level IV of the 1959 Widow's Survivors Benefit.

ARTICLE 17

EQUIPMENT POLICY

17.1 Tool Replacement Policy:

It is the City's policy to replace broken or stolen tools owned by the equipment maintenance employees and required for their City job. The following sets out the procedures for tool replacement:

The City shall not replace tools that are lost or stolen from places other than authorized workstations. An inventory shall be made of each employee's toolbox at time of hire and updated yearly. A brief written explanation and replacement request for a lost or stolen tool must be submitted to the supervisor within twenty-four (24) hours of discovery of loss. Any theft or loss of two hundred fifty dollars (\$250.00) or more shall be reported to the Hemet Police. City shall replace or order an affected tool of equal or better quality within ten (10) working days. New specialty tools shall be purchased by the City on an as-needed basis with supervisor's approval. The City shall have available an open purchase order with a local mobile tool distributor, such as Snap On or Mac Tools.

17.2 Gloves Policy:

It is the City's policy to provide employees with gloves, if gloves are required for safety and/or health reasons. The supervisors, assistant supervisors, and lead workers shall be responsible for issuing gloves to employees.

- a. One pair of gloves shall be issued to a new employee who is required, for safety and/or health reasons, to wear gloves. It is the City's policy not to replace gloves more than every two (2) months.
- b. Replacement gloves shall be issued to an employee who turns in gloves that have been worn out or damaged.
- c. Lost or misplaced gloves shall be replaced by the City.

17.3 Safety Shoe/Boot Policy:

The City shall contribute up to a maximum of one hundred and seventy-five dollars (\$175.00) to the costs of each pair of safety shoes/boots purchased for each eligible employee. The City will be responsible for the ordering of the safety shoes/boots. The employee will be responsible to pay for any cost(s) that exceed the maximum contribution for his/her choice of safety shoes/boots. There shall be no cash-out of any remaining contribution if the cost of the safety shoes/boots is less than the maximum contribution. Eligible employees are entitled to receive up to the maximum contribution at any time it is necessary to replace their safety shoes/boots. A supervisor may request to inspect the safety shoes/boots in order to confirm that a replacement is necessary.

The use of City-provided safety shoes/boots shall be mandatory unless excused by the policy of the City's Safety Committee, or a licensed physician. The City, not later than October 1st of each year, shall provide a list of all employees and/or classifications that are eligible for this program. Additionally, the City shall provide within such period a list of situations, if any, wherein the use of safety shoes/boots is excused. Any affected employee may appeal the determination of the City on either of the foregoing lists to the City's Safety Committee. The decision of the Safety Committee shall be final and binding on the parties.

In keeping with the foregoing policy, the City shall provide a reasonable method by which all affected employees are provided with required safety shoes or safety boots.

ARTICLE 18

LONGEVITY/MERIT SALARY

18.1 Longevity/Merit Salary Increase:

An employee may be entitled to receive a two and one-half percent (2.5%) salary increase after three (3) years at the top step of the same classification.

Such employee may be eligible for an additional two and one-half percent (2.5%) salary increase after three (3) additional years of continuous service at the same classification.

The term "classification" as used in this paragraph shall mean a continuance of job responsibilities that remain substantially unchanged, notwithstanding periodic changes of name or pay range. Eligibility is based on merit and an annual evaluation that is satisfactory or better. In the event an employee receives such evaluation after the date on which it was due, increases shall be retroactive to the due date, if the evaluation would

have been satisfactory on such due date. Employees who have been denied longevity/merit salary increases due to an unsatisfactory evaluation may receive the longevity/merit increase as soon as their performance warrants, and they are given a satisfactory evaluation.

All increases under this section shall be at the discretion of the City Manager, upon recommendation of the pertinent Department Head. Satisfactory evaluations, approved by the Department Head, shall be forwarded to the City Manager with his/her recommendation regarding the longevity increase.

In the event of a classification change, as described hereinabove, the longevity/merit increase shall cease until the employee qualifies in the new classification.

18.2 Annual Length of Service Recognition:

An employee shall receive an annual length of service recognition in the amount of twenty-five dollars (\$25) for every year of service after the employee has reached his/her top step of longevity, subject to a satisfactory job performance evaluation.

ARTICLE 19

REGULAR PART-TIME BENEFIT PLAN

19.1 Regular Part-Time Employee Benefit Plan:

Regular part-time employees are entitled to step increases; salary adjustments for their classification; deferred compensation (3.75% City and employee contribution) or CalPERS retirement benefits for employees exceeding the one thousand (1,000) hour per year minimum eligibility requirement; workers compensation insurance; holiday pay at four (4) hours per holiday; vacation and sick leave based upon a prorated share in which the employee's average work week bears to a forty (40) hour week; and monthly medical, dental, and vision premium contribution up to five hundred and fourteen dollars and forty-one cents (\$514.41).

On benefits, which require a monetary contribution by City, the employee may elect to receive such benefit by payment to City of his/her portion of the prorated share. Part-time employees shall further be evaluated by their supervisors in the same manner in which permanent, full-time employees are evaluated. Benefits provided shall be limited to those that the City selected carriers and providers make available to part-time employees.

ARTICLE 20

DISCLAIMER

20.1 Disclaimer:

Nothing contained in this MOU concerning benefits shall be deemed a representation by City concerning the taxable status of any benefit. In the event any benefit provided herein shall be deemed as taxable for any purpose, the payment of such tax shall be the sole responsibility of the employee.

ARTICLE 21

PHYSICAL EXAMINATIONS

21.1 City-Paid Physical Examinations:

Nondiscretionary physical examinations required by the City shall likewise be paid by the City with reasonable time off from work to accomplish that purpose. Each employee shall be responsible for the payment of elective physical examinations; however, reasonable use of sick leave shall be authorized by the employee's supervisor for that purpose.

ARTICLE 22

OPERATOR'S LICENSES/MEDICAL EXAMS

22.1 City-Paid Special Operator's Licenses and Medical Exams:

In the event an employee, as a condition of his/her job classification, is required to carry a special operator's license from a governmental agency and/or required to meet certain physical standards, the City shall pay the additional cost, if any, of such license and the cost of needed physical examinations. The City shall also give reasonable time off for such purposes.

ARTICLE 23

MISCELLANEOUS BENEFITS

23.1 Miscellaneous Benefits:

The parties recognize that the City currently provides full-time employees with the following miscellaneous benefits: Employee Assistance Program (EAP) and access to a minimum of two (2) fitness centers at City designated facilities. Part-time employees will only be eligible for the fitness centers benefit in this section. The City, in its sole authority, shall select providers for the benefits under this section without "meeting and conferring" with the Union. In the event the City desires to terminate these miscellaneous benefits, it shall first meet and confer with Union.

No provision of this MOU shall require the City to maintain a no-interest computer loan program, and the City may, at its sole discretion, modify, suspend, or eliminate the no-interest computer loan program.

ARTICLE 24 SICK LEAVE

24.1 Sick Leave:

a. Accrual of Sick Leave:

Every regular employee shall accrue sick leave at the rate of eight (8) hours per month after their first year of employment.

Immediately upon hire, new unit members shall be given a credit of ninety-six (96) hours of sick leave to their sick leave account for the first (1st) year of service. Accrual of additional sick leave will commence at the beginning of the thirteenth (13th) month of service.

An employee shall not receive payment for unused sick leave accumulated to his/her credit upon termination for cause, disability, retirement or voluntary resignation other than as provided in Section 24.1(i) of this MOU.

The right to accrue sick leave is unlimited.

b. Charge for Sick Leave:

If an employee performs his/her duties for part of a working day, he/she shall be credited with those hours worked, and charged sick leave only for those hours not worked by reason of illness or injury. Sick leave shall be charged to the nearest one-quarter hour.

c. Notification of Use of Sick Leave to Supervisor:

An employee using sick leave must notify his/her immediate supervisor within one (1) hour before the time set for the beginning of his/her work day or as may be specified by the Department Head.

d. Proof of Illness:

The Department Head may request a certificate issued by a licensed medical provider or other satisfactory proof of illness before sick leave is granted. Violation of sick leave privileges may result in disciplinary action and/or loss of pay when, the employee has abused such privileges. This section shall not apply to personal use time as set forth in Section 24.1(j) of this MOU. If the sick leave request equals five (5) or more working days, the Department Head may also require the employee to report to a City-selected medical practitioner, at City expense, to verify the employee's physical and/or mental ability to perform the essential functions of his/her position.

e. Sick Leave Request Forms:

A sick leave request form shall be completed at the department level on a form to be provided from time to time by the City. This form shall also cover other absences in addition to sick leave.

f. Illness or Injury While on Vacation:

Sick leave shall be granted to all classified employees who become ill or injured while on authorized vacation leave, provided that such illness would otherwise warrant use of sick leave, and provided further, that an attending physician's

statement is furnished which states that the employee was incapacitated to a degree that would prohibit his/her performance of his/her normal duties.

g. Illness or Injury While on Normal Time Off:

Sick leave shall not be granted to employees who become ill or injured while absent from duty during normal days off or holidays. Should the injury or illness extend beyond such authorized time off duty, sick leave may be authorized in accordance with the conditions of this section.

h. Extension of Sick Leave:

After an employee's sick leave has been exhausted, he/she may be granted permission by the City Manager to take any earned vacation he/she may have accrued.

i. Sick Leave Distribution:

The City agrees to provide unit members with the following payoff provision for accumulated sick leave upon the unit member's retirement or disability, or upon death of the unit member while employed by the City. In the case of death, accumulated sick leave benefits shall be paid to a beneficiary designated by the unit member.

- (1) Twenty-five percent (25%) of all accumulated sick leave after five (5) years of service with the City; payoff shall be prorated upon last five (5) years of service.
- (2) Fifty percent (50%) of all accumulated sick leave after ten (10) years of service with the City; payoff shall be prorated upon last five (5) years of service.
- (3) Seventy-five percent (75%) of all accumulated sick leave after twenty (20) years of service with the City; payoff shall be prorated upon last five (5) years of service.

j. Personal Use Time:

An employee may be permitted to utilize up to a maximum of ten (10) hours of sick leave as a personal use time during any calendar year, provided that the employee shall obtain the permission of the Department Head before utilizing said leave. Permission for utilization of personal use time shall not be unreasonably withheld. However, the Department Head may withhold permission to take personal use time based upon operational, staffing and service needs. Should a Department Head refuse to grant time off for personal use time, the Department Head and the employee shall reschedule personal use time as soon thereafter as practicable based upon the operational, staffing and service needs of the department. Personal use time shall not be cumulative from year to year.

An employee shall only be entitled to ten (10) hours of personal use time in any one (1) fiscal year. An employee may request personal use time at not less than two (2) hour increments.

ARTICLE 25

VACATIONS

25.1 Vacations:

Accrued vacation leave with pay shall be granted subject to the convenience of the service as hereinafter provided:

a. Eligibility for Use of Vacation:

Every probationary and regular employee shall be entitled to a paid vacation leave. Accrual of vacation begins from the date of hire and is to be apportioned on the first (1st) and second (2nd) pay periods of each month.

b. Vacation Accrual (probationary and regular full-time employee):

Every probationary and regular full-time employee shall accumulate vacation leave in accordance with the following schedule:

- (1) During the first three (3) years of service, employees shall accrue ninety-six (96) vacation hours per year.
- (2) After three (3) full years of service, employees shall accrue one hundred and twenty (120) vacation hours per year.
- (3) After six (6) full years of service, employees shall accrue one hundred and forty-four (144) vacation hours per year.
- (4) After nine (9) full years of service, employees shall accrue one hundred and sixty (160) vacation hours per year.
- (5) After twelve (12) full years of service, employees shall accrue one hundred and sixty-eight (168) vacation hours per year.

c. Vacation Accrual (Permanent Part-Time):

Permanent part-time employees shall accrue vacation in accordance with Section 25.1(b) above and on a prorated basis, based on the number of hours worked.

d. Maximum Accrual:

Unit members may carry over a maximum of one (1) years' accumulated vacation leave to the succeeding calendar year. A unit member will cease accruing additional paid vacation leave once he/she has two (2) years accrued vacation on his/her vacation balance.

e. Scheduling Vacations:

The times during which an employee may take annual vacation leave shall be determined by his/her Department Head, respecting the wishes of the employee so far as such is compatible with the needs of the service.

f. Holidays During Vacation Leave:

In the event that one (1) or more municipal holidays fall during a period when an employee is on vacation leave, such holidays shall not be charged as vacation leave.

g. Pay for Accumulated Vacation:

Each City employee who leaves the employment of the City shall be granted all accumulated vacation or shall be paid therefore at his/her rate of compensation applicable at the time he/she leaves the employment of the City. Due to the fact that employees seldom terminate on the final day of a month, the following method shall provide for equitable payment for vacation earned during the month of termination. If an employee terminates on a day falling on the first (1st) through the fifteenth (15th) of a month, the employee shall receive credit for one-half (½) of the months' vacation accrual; if an employee terminates on a day falling on the sixteenth (16th) through the thirty-first (31st) day of a month, the employee shall receive full credit for the vacation accrual for the month.

No leave credit shall be earned on terminal leave payments. When separation is caused by the death of any employee, payment shall be made to the estate of such employee or, in applicable cases, as provided by the Probate Code of the State.

h. Vacation Sale:

Unit members with more than two (2) years of service may sell unused vacation time in an amount not to exceed fifty percent (50%) of that earned in the preceding twelve (12) month period. The sum of the calculation shall be based on the employee's salary at the time of the sale.

ARTICLE 26

MILITARY LEAVE

26.1 Military Leave:

Military leave with pay shall be granted in accordance with provisions of the Military and Veterans Code of the State and applicable federal law. An employee entitled to military leave shall give his/her Department Head an opportunity within the limits of military regulations to determine when such leave shall be taken. Prior to taking such leave, an employee shall present a copy of his/her military orders to his/her Department Head. The Department Head shall advise the Human Resources Manager of such military orders

immediately. Sick leave and annual vacation leave shall accrue to the employee during the period the employee is on military leave.

This provision shall not be construed to grant any benefits to employees who voluntarily join the armed services or who are called to full-time active duty in the armed services.

ARTICLE 27

JURY DUTY

27.1 Jury Duty:

An employee on jury duty shall receive full pay and benefits for a maximum of two (2) weeks per calendar year. Any compensation for such jury duty, except travel pay, shall be returned to the City. City shall continue jury duty pay for those employees whose jury assignment, though originally estimated to be two (2) weeks or less, but is continued beyond the estimated time. Employees must return to work within a reasonable time if excused from jury duty during the employee's regular working hours.

ARTICLE 28

LEAVE OF ABSENCE/WITHOUT PAY

28.1 Leave of Absence Without Pay:

a. General Policy:

Any employee may be granted a leave of absence without pay upon the approval of the City Manager pursuant to the recommendation of his/her Department Head and the Human Resources Manager. A leave without pay may be granted for any of the following reasons:

- (1) Illness or disability.
- (2) To take a course of study which shall increase the employee's usefulness on return to his/her position in the City service.
- (3) For personal reasons acceptable to the City Manager and Department Head.

An employee shall utilize all his/her vacation and/or compensatory time off prior to taking an authorized leave of absence without pay. If such leave is due to illness or disability, employee shall use accrued sick leave prior to using accrued vacation and/or compensatory time.

During a leave of absence without pay, other than granted pursuant to Family Medical Leave Act or California Family Rights Act, the City shall not contribute any payments toward any of the benefit plans (medical, dental, life, disability, retirement, etc.). To remain on the City's medical or life benefit plans, the employee may pay the

entire premium prior to the first (1st) of each month. Failure to pay these premiums shall terminate coverage.

During a leave of absence without pay, no credit for benefits including retirement, sick leave, vacation, holidays, seniority, etc., shall accrue.

The granting of any leave of absence without pay exceeding fifteen (15) consecutive calendar days shall cause the employee's salary anniversary date to be postponed by the number of calendar days for which such leave of absence has been granted, less the first fifteen (15) calendar days of such leave. The employee shall be assigned a new salary anniversary date which shall be the date to which his/her previous salary anniversary date has been postponed.

b. Authorization Procedure:

Requests for leave of absence without pay shall be made upon forms prescribed by the City Manager and shall state specifically the reason for the request, the date when it is desired to begin the leave and the probable date of return. The request shall normally be initiated by the employee but may be initiated by his/her Department Head and upon written recommendation of the Department Head that it be granted, modified or denied, shall be promptly transmitted to the City Manager. The City Manager shall then make his/her recommendation in writing and return the response to the Department Head. A copy of any approved request for leave of absence without pay shall be delivered promptly to the Finance Director. Unless otherwise stated as a condition of approval of the leave, an employee shall return to his/her previous classification and step level and retain seniority earned at commencement of leave.

If the City Manager modifies or does not approve a request for Leave, the employee may, within fifteen (15) calendar days of said action, file a request with the Human Resources Manager for review by the City Council. Upon such request, the Human Resources Manager shall forward a copy of the request for Leave to the City Council for final determination. The employee shall notify the Human Resources Manager whether he/she shall submit his/her position in a written statement or wishes to appear before the Council. The City may present its position in the same manner as the employee. The City Council, at its discretion, may designate one (1) or more Council members to meet with the employee and decide such appeals. The decision on such appeal shall be final.

c. Length of Leave and Extension:

A leave of absence without pay may be made for a period not to exceed one (1) year. The City Manager may extend such leave for an additional period not to exceed one (1) year. Procedure in granting extensions shall be the same as that in granting the original leave provided that the request for extension is made in writing no later than fourteen (14) calendar days prior to the expiration of the original leave.

d. Return from Leave:

When an employee intends to return from an authorized leave of absence without pay either before or upon the expiration of such leave, he/she shall contact his/her Department Head at least fourteen (14) calendar days prior to the day he/she plans to return. The Department Head shall promptly notify the City Manager of the employee's intention.

e. Leave Without Pay:

An employee shall utilize all his/her vacation and/or compensatory time off prior to taking an authorized leave of absence without pay.

ARTICLE 29

BEREAVEMENT LEAVE

29.1 Bereavement Leave:

Whenever any employee is compelled to be absent from duty by reason of death in the employee's immediate family biological, foster, or adoptive parent; step-parent; parent-in-law; legal guardian, brother, sister, step-brother; step-sister; brother-in-law; sister-in-law; spouse, domestic partner; biological, foster, or adopted child; stepchild, legal ward; child of domestic partner; child of an employee standing in loco parentis; grandparent; grandparent-in-law, or grandchildren), such person shall be entitled to a leave of absence with pay for up to three (3) working days. The first two (2) days shall be City paid as bereavement leave and the third day shall be charged against sick leave. If an employee does not have any accrued and unused sick leave, he/she may use accrued vacation or CTO leave for the third day of bereavement.

In the event the circumstances described in this section require the employee's attendance at a distance greater than three hundred (300) miles, the employee shall be entitled to a leave of absence with pay for up to five (5) working days. The first two (2) days shall be City paid as bereavement leave and the third, fourth, and fifth day shall be charged against sick leave. If an employee does not have any accrued and unused sick leave, he/she may use accrued vacation or CTO leave for the third, fourth and fifth day, of bereavement.

The employee shall furnish satisfactory evidence of such death to his/her Department Head.

ARTICLE 30

FAMILY SICK LEAVE

30.1 Use of Family Sick Leave:

Employees may use any amount of accumulated sick leave for family sick leave.

30.2 Use for a Qualified Family Member:

Family sick leave may be used when a member of the employee's immediate family (biological, foster, or adoptive parent; step-parent; legal guardian brother, sister, spouse; domestic partner biological, foster, or adoptive child, step-child; legal ward; child of domestic partner; or child of an employee standing in loco parentis; parent-in-law; grandparent; or grandchildren), requires the immediate attention and care of the employee.

30.3 Proof of Illness or Injury for Family Member:

Employees may be required to provide satisfactory proof of the illness or injury to justify the absence; however, no such proof shall require the disclosure of the family member's diagnosis or condition.

ARTICLE 31

NON-OCCUPATIONAL DISABILITY LEAVE

31.1 Non-occupational Disability Leave:

- a. Upon submission of an appropriate certificate from a licensed medical provider, an employee may be granted non-occupational disability leave. The employee utilizing non-occupational disability leave shall utilize all sick leave accredited to him/her and upon the expiration of sick leave shall utilize any accredited annual vacation leave and compensatory time. When sick leave, annual vacation leave, and compensatory time are exhausted, the remainder of the absence required shall be on the basis of leave without pay. The leave without pay shall constitute a break in continuous service with the City.

Non-occupational disability leave shall not extend beyond a maximum period of six (6) months. If additional leave is desired the employee may request additional leave in accordance with Article 28 - Leave of Absence Without Pay.

- b. An employee shall not be entitled to more than one (1) such leave pursuant to this section per twelve (12) month period.

ARTICLE 32

WORKERS' COMPENSATION LEAVE

32.1 Workers' Compensation Leave:

- a. The first three (3) workdays of industrial accident leave shall be charged to employee's accumulated sick leave. If the industrial leave exceeds three (3) days, the sick leave used shall be re-credited to the employee.
- b. Industrial injury temporary disability leave shall be paid at the current State Labor Code rate. An employee may use accrued sick leave, compensatory time, and vacation time, in that order, to supplement temporary disability payments up to that employee's last full paycheck net amount within twenty dollars (\$20.00). The

employee shall not accrue sick leave or vacation credit during the period in which the employee receives Workers' Compensation temporary disability benefits.

The merit increase eligibility date and probation period of any employee who receives Workers' Compensation benefits shall be extended by the length of time the employee receives such benefits, except the first fifteen (15) consecutive calendar days from the date of injury shall be continuous City service for merit increase eligibility or completion of probation.

ARTICLE 33

LAYOFFS

33.1 Order of Layoff:

The following order of layoff shall first be instituted within an affected classification in a department:

- a. Temporary part-time employees
- b. Temporary full-time employees
- c. Initial probationary employees
- d. Trainee part-time employees
- e. Trainee full-time employees
- f. Contract employees

33.2 Seniority:

When the City orders a reduction in the work force, the layoff of regular status employees shall be first based upon seniority within a classification and secondly, based upon seniority in total service with the City.

33.3 Ties in Seniority:

Regular status employees in the same division with equal time in a classification and total service in the City shall be laid off based upon past performance ratings and relative ability as determined by the City.

33.4 Bumping Rights:

In order to exercise bumping rights, a regular status employee must have previously served in the lower classification and must have seniority in that classification over the regular status employee who would be displaced.

33.5 Voluntary Demotion:

A regular status employee who is subject to layoff may, in lieu of layoff, choose a demotion to a lower classification in the same division, provided he/she gives written notice to his/her Department Head ten (10) calendar days after receiving notice of layoff. Regular employees who elect to demote under this provision shall be placed on the step nearest their present salary within the range of classification to which they are demoting, provided such step shall not exceed present salary.

33.6 Notice:

The City shall give, or send by regular and certified U.S. mail to the last known address of affected employees, written notice at least fourteen (14) calendar days prior to the effective date of the layoff. Notice is not affected by failure of employee to return receipt for certified mail. Under emergency circumstances, the notice period may be shortened. The recognized employee organization shall be in receipt of the layoff notice twenty-four (24) hours prior to the time affected employees are notified, provided such notice shall be kept in strict confidence by the employee organization. The notice shall include:

- a. The reason for layoff
- b. The effective date of the action
- c. If laid off out of seniority

33.7 Re-employment:

Regular status employees laid off or taking voluntary demotion in service shall be re-employed in the inverse order of their layoff or demotion. Regular status employees laid off or taking a voluntary demotion in rank shall be maintained on the reemployment list until such employee once refuses to accept reinstatement or for two (2) years, whichever occurs first. The seniority date of a returning employee, after resignation or termination, shall be the first working day after the break in service. Seniority date of laid off employee's remains the same for the two (2) year reinstatement period.

ARTICLE 34

GRIEVANCE AND DISCIPLINARY APPEALS PROCEDURE

34.1 Grievance:

A "grievance" shall mean a written allegation by an employee(s) or the Union concerning a dispute arising out of the interpretation or application of the specific terms of this MOU and/or written employment policy, rules and regulations which affect terms and conditions of employment. An authorized Union representative may file a "grievance" on behalf of all employees to avoid a multiplicity of grievances over the same dispute.

34.2 Scope of Grievances:

A grievance may be filed if a management interpretation or application of the provisions of this MOU adversely affects an employee's wages, hours or conditions of employment.

Specifically excluded from the scope of grievances are:

- a. Subjects involving the amendment or change of City Council resolutions or ordinances which do not incorporate the provisions of this MOU;
- b. Matters which have other means of appeal;
- c. Position classifications;
- d. Standard or better Performance Evaluations.

34.3 Representatives:

An employee may represent himself/herself or may be represented by Union during any step of this procedure.

34.4 Procedural Due Process:

The grievance procedure contained herein shall not act as a substitute for procedural due process rights for individual employees, with respect to pre-disciplinary/discharge matters.

34.5 In resolving disciplinary matters other than reprimands, the City and Union agree to proceed immediately to the first two (2) steps of the grievance procedure as provided herein. In the event a disciplinary matter is not resolved in Step 2, the aggrieved employee may appeal as provided herein. The parties may, by mutual consent, waive their right to proceed with any of the steps of the grievance procedure.

34.6 Days:

Reference to days in this procedure shall mean calendar days.

34.7 Time Limitation and Waiver:

A grievance shall not be valid unless it is submitted to the City's designee, in writing, setting forth the facts and the specific provisions of the MOU allegedly violated and the particular relief sought within ten (10) days after the date the grievant knew or in the exercise of reasonable diligence, should have known, of the event giving rise to the grievance occurred. Failure to file or process any grievance within the prescribed time limitation may constitute a bar of such grievance.

Failure by the City's representative to issue a decision within the time periods provided herein shall constitute a denial of the grievance and the grievant may appeal to the next level. The City's representative, prior to issuing a decision at Step 1 or Step 2, shall meet with the grievant and his representative, if any. Any issue or dispute concerning the procedures of this grievance procedure, including the timeliness of the filing or processing of a grievance, shall be subject to determination by the hearing officer.

34.8 Informal Conference:

Prior to filing a formal grievance, an employee should discuss his grievance with his immediate supervisor in an effort to adjust the alleged grievance informally.

34.9 Step 1:

If the grievance is not resolved through the informal conference with the immediate supervisor, the employee may file a written grievance with the Department Head within the time prescribed in Section 34.7 of this Article. Within five (5) days after receipt of the written grievance, the Department Head and/or other representatives as may be designated by the City shall meet with the grievant. A written decision shall be given to the grievant within ten (10) days thereafter.

34.10 Step 2:

If the grievance is not resolved at Step 1, the grievant shall have ten (10) days after receipt of the Step 1 decision to file a written appeal to the City Manager. Within seven (7) days after receipt of the written grievance, the City Manager and/or other representatives as may be designated by the City shall meet with the grievant.

A written decision shall be given to the grievant within ten (10) days thereafter.

34.11 Step 3:

In the event the grievance is not resolved in Step 2, the grievant may appeal within fifteen (15) days by filing written notice with the City Manager.

If, within the fifteen (15) day appeal period, the employee involved does not file said appeal, the action of the City shall be considered conclusive and shall take effect as prescribed.

If, within the fifteen (15) day appeal period, the employee involved files such notice of appeal by giving written notice of appeal to the City Manager, a time for an appeal hearing before a hearing officer mutually selected by the parties (employee and/or Union or City) shall be established. The date for a hearing shall not be less than ten (10) days, nor more than thirty (30) days, unless agreed otherwise, from the date of the filing of the appeal. All interested parties shall be notified in writing of the date, time and place of the hearing at least seven (7) calendar days prior to the hearing.

The decision of the City Manager shall be final and binding and shall not be referable to a hearing officer in grievances concerning:

- a. Sub-standard Performance Evaluation;
- b. Deferral or denial of a merit increase; or
- c. A three (3) day suspension or any lesser action.

34.12 Conduct of Hearings:

All hearings shall be open to the public, provided, however, that the hearing officer shall, at the request of the employee, exclude the public from all or any portion of such hearings.

The hearing need not be conducted in accordance with technical rules relating to evidence and witnesses but hearings shall be conducted in a manner most conducive to determination of the truth.

The hearing officer shall determine relevancy, weight, and credibility of testimony and evidence. He shall base his findings on the preponderance of evidence.

Decisions made by the hearing officer shall not be invalidated by any informality in the proceedings.

The hearing officer shall not have the authority to add to, modify, or subtract from this Agreement or to take testimony from one party outside the presence of the other. The hearing officer shall not have the authority or power to render a binding decision that requires the City to expend additional funds, to hire additional personnel, to buy additional equipment or supplies, or to pay wages or benefits not specifically provided for in this Agreement or to take any action which would be in violation of Federal or State laws.

In disciplinary matters, the hearing officer may sustain or reject any or all of the charges filed against the employee. He may sustain, reject or modify the disciplinary action invoked against the employee. He may not provide for discipline more stringent than that invoked by the appointing authority.

34.13 Hearing Officer's Decision:

The hearing officer shall render his decision as soon after the conclusion of the hearing as possible and in no event later than thirty (30) working days after conducting the hearing. His decision shall set forth which charges, if any, are sustained and the reasons therefore.

The hearing officer's written findings and conclusions, which support his/her decision, shall be filed with the City, the charged employee and his/her representative, if any. Except as provided hereinafter, the decision of the hearing officer is final and binding and shall be implemented by the City Manager. The cost of the hearing and the hearing officer's fees shall be borne equally by the parties.

Notwithstanding the foregoing, in the case of an appeal over an employee termination, the decision of the hearing officer shall be subject to review by the City Council. The City Council, by a minimum of four-fifths (4/5) affirmative votes, may sustain, reject or modify the decision of the hearing officer. Upon request, the affected employee or his/her representative shall be permitted to address the City Council in closed session prior to the City Council taking action on the appeal. The decision of the City Council shall be final and binding.

ARTICLE 35

SHOP STEWARD

35.1 Shop Stewards:

A Shop Steward shall be a City employee as selected by the Union. A list of Shop Stewards shall be kept current and sent by the Union to each Department Head and to the Human Resources Manager.

Up to three (3) Stewards in the unit, designated by the Union, shall be allowed paid release time for Union business, up to two (2) hours per Steward per month, and shall be entitled to additional paid release time for grievance meetings with management.

Stewards shall not leave their work assignment, nor interfere with the work of another employee, without first obtaining permission from the supervisors of the Steward and any involved employee.

Additional release time, which shall be unpaid, may be allowed at the discretion of the supervisor. Release time hereunder shall not be unreasonably denied.

ARTICLE 36

EDUCATIONAL REIMBURSEMENT AND INCENTIVE

36.1 Educational Reimbursement Program:

Full-time, regular employees of the City who have passed original probation shall qualify for participation in the educational reimbursement program. The program covers courses taken at accredited colleges, accredited universities, correspondence courses and other institutions. Reimbursement shall not exceed two thousand dollars (\$2,000.00) per calendar year.

36.2 Reimbursement will be subject to the following:

- a. The course elected must be of benefit to the City and directly related to the employee's current duties or future employment with the City. Courses taken to satisfy an associate, bachelor's or master's degree requirement may be approved, provided that the degree goal is in the field of current employment of the employee or future employment with the City.
- b. Each employee must attend on his/her own time and complete the course satisfactorily with a passing grade of "C" or its numerical equivalent, or a "pass" or "credit" for the class.
- c. The employee must obtain approval, in writing, from the Department Head or his/her designee, prior to enrolling in the course.

- d. Such reimbursement shall include tuition, books and parking fees used to complete course requirements on assigned projects, but shall not include travel time, mileage, and other miscellaneous costs.
- e. Upon completion of the course, the employee shall attach his/her grade report, along with receipts for covered items to his/her approved application for educational reimbursement and present it to the Department Head. The Department Head shall forward the records of completion to the Human Resources Manager.
- f. The Human Resources Manager shall authorize a tuition education reimbursement upon certification of satisfactory course completion.
- g. Copies of courses completed and the grades attained shall be maintained in the employee's personnel file and in the department's file.
- h. Applications for reimbursement shall be accepted no later than one (1) month after the course grades have been distributed.
- i. In order to participate in the educational reimbursement program, an employee shall be required to provide the City with written authorization to deduct the costs of such course(s) from the employee's last pay check if the employee leaves the City service within one (1) year after completion of the course(s) paid for by the City. If the last paycheck is insufficient to repay the costs, the employee shall be required to make appropriate arrangements, including a promissory note, to repay the balance within one (1) year of leaving the City service. The City Manager may alter the above requirements in unusual circumstances.

36.3 Educational Incentive Program:

The City will pay a maximum of one hundred dollars (\$100) monthly to those unit members presently holding or hereafter obtaining an Associates, Bachelor's, or Master's degree directly related to the performance of their duties.

ARTICLE 37

CERTIFICATE INCENTIVE PROGRAM

The City will pay a maximum of fifty dollars (\$50) monthly to those unit members presently holding or hereafter obtaining certifications directly related to the performance of their duties. The specific certifications, job positions and eligibility requirements to participate in the program are listed in Appendix "B" of this MOU.

In January of each year, the parties shall meet to make additions or amendments, as necessary, to the list of certifications and/or positions.

ARTICLE 38

RULES OF CONDUCT

38.1 Rules of Conduct:

When people work together, certain rules and regulations are necessary so that the business of the City may be conducted in an orderly manner and the welfare of the employees protected. City rules are founded on common sense and the principles of good citizenship. The City does not wish to restrict the rights of anyone, but rather to define them. Violation of these rules or regulations may result in disciplinary action.

38.2 Non-City Sponsored Activities:

- a. Activities not sponsored by the City such as: speeches, distribution of any kind of literature, interviewing employees, etc., regardless of their source or subject matter, shall not be allowed on City property or during working hours, unless specifically authorized by the City Manager.
- b. Solicitation for items of any kind and the sale of merchandise on City property or during working hours must be specifically approved by the City Manager.

38.3 Rules of Order:

- a. Employees are expected to go directly to the department to which they have been assigned.
- b. Employees shall not bring on premises articles to be sold or bartered.
- c. While on the City premises or during working hours, employees shall not:
 - (1) Work on other than City business unless specifically authorized by the City Manager.
 - (2) Loiter in the restrooms, break room or other locations.
 - (3) Engage in horseplay.
 - (4) Meddle with machines, material, apparatus, tools or equipment assigned to other employees.
 - (5) Spit on floors, walls, or in the drinking fountains, wastebaskets or rubbish cans.
 - (6) Have firearms in their possession under any conditions unless assigned as part of City-required equipment.
 - (7) Sleep on the job.
 - (8) Submit reports, which are knowingly false.
 - (9) Leave the City premises or job site without proper permission of their supervisor.
 - (10) Commit acts of insubordination by refusing to obey instructions, requests or orders as given by supervisors, or directing disrespectful remarks toward and/or about supervisors.

- (11) Refuse to cooperate with supervisors and/or other employees, which would interfere with the best interests of the City.

38.4 Morals:

The City desires to maintain wholesome working conditions. Employees who participate in objectionable activities, such as the following, on City premises or during working hours, are subject to disciplinary action:

- a. Possession, transportation or consumption of alcoholic beverages or illegal drugs. Drinking is not permitted during working hours. Being under the influence of alcoholic beverages during working hours is prohibited. Consuming alcoholic beverages at any time in any public place while wearing a City uniform or insignia is prohibited. Using or possessing illegal drugs on City property or during working hours is prohibited.
- b. Gambling in any form such as, but not limited to, betting or wagering, card playing for stakes, raffles, lotteries, pools, numbers and punch cards. The prohibition of gambling applies not only to the sale or distribution of tickets, but also to the purchasing of such ticket, except as may be allowed by State law.
- c. The use of offensive, profane or vulgar language. This includes, but is not limited to, swearing at a co-worker or threatening the co-worker with physical violence.
- d. Fighting.
- e. Acts of dishonesty, including, but not limited to, theft.
- f. Malicious slander about another employee.
- g. Immoral behavior.

38.5 Attendance and Working Hours:

- a. The supervisor shall schedule two (2) breaks and the lunch period in each working day. The department supervisor may modify the break and lunch periods to suit the needs of the department.
- b. Employees are expected to be at their place of work at the starting time specified by their supervisor. In the event an employee is going to be either absent or tardy, he is to notify his department supervisor or the Public Works Department by telephone or other means, at the earliest possible time.

Any employee absent without notifying the City may be subject to disciplinary action.

- c. In order to reemphasize the policies of the City and to insure compliance with Federal and State laws, it is mandatory that all employees follow these regulations:

- (1) Employees shall not be permitted to start work before the time specified by the department supervisor. Work includes any handling of tools, equipment or material prior to performing actual job duties.
- (2) Employees shall not work after the time specified by the department supervisor and must leave the City premises immediately. They shall not be permitted to linger at the Corporation Yard.
- (3) Employees are not permitted to work during their lunch period.

38.6 Personal Conduct:

All City employees must bear in mind that their appearance and conduct directly affects the public's opinion of their City government. It is, therefore, each employee's responsibility to:

- a. Maintain proper relations with the public while performing his/her duties — this includes mannerisms, personal appearance and spoken word.
- b. Conduct himself/herself in accordance with the spirit and letter of all laws of the community.

38.7 Accident Involving City Property or Equipment:

City employees are expressly forbidden to make statements concerning accidents involving City property or equipment unless authorized by the City Manager or City Attorney.

ARTICLE 39

CLASSIFICATION

39.1 Reclassifications:

An employee who demonstrates that he/she meets the qualifications and requirements of a more advanced classification can be re-classed to a higher salary range.

The salary anniversary date, the date on which the employee is eligible for a performance evaluation and/or merit increase, does not change.

The employee shall be compensated at the step in the new salary range, which comes nearest to, but not less than, five percent (5%) higher than the step she/he held in the previous salary range.

A reclassification effective on the employee's annual review date makes him/her eligible for a step increase in addition to the change in salary range, if the employee is not on the top step of the classification.

39.2 Natural Progression:

The following classification series were designed to create a natural progression with incumbents progressing to the next level upon obtaining the requisite skills and knowledge of the higher classification:

- Accounting Technician I and II
- Building Inspector I and II
- Library Assistant I and II
- Office Specialist I and II
- Public Works Inspector I and II
- Utility Worker, Maintenance Worker I, and Maintenance Worker

In order to progress to the next level, an evaluation of the incumbent's skill and performance level with a reclassification recommendation must be completed by management and approved by the Human Resources Manager and City Manager.

39.3 Classification Review Procedure:

The Human Resources Manager is primarily responsible for the initiation of classification review studies and the recommendation of changes to the classification plan.

An employee may initiate a review of his/her classification by submitting a written request, which includes the reasons for the request to their Department Head.

If the Department Head has twice refused to refer the request to the Human Resources Manager, the employee may send the request to the Union. The Union may refer such written requests to the Human Resources Manager. The Human Resources Manager shall take one of the following actions:

- a. Accept the request for study, or
- b. Return the request to the Union with an explanation for non-action.

Requests referred to the Human Resources Manager are subject to the same discretionary judgments regarding priority as other requests.

39.4 Establishment of New Classification:

The City agrees to give written notice to the Union of the establishment of any new classification in the bargaining unit, the job duties for that classification and the proposed pay rate for that classification. If the Union does not agree that the pay rate set for the classification is proper, the Union may request meet and confer on that issue. A request by the Union for meet and confer must be made within ten (10) working days following receipt of such notification from the City.

ARTICLE 40

PROMOTION PROCEDURE

40.1 Promotion Procedure:

A promotion is normally effected by a recruitment process, initiated by recommendation of the Department Head to the City Manager. By job flyer/announcement, a competitive examination is conducted which may involve a written test, oral appraisal, performance examination, an assessment center, or a combination of those elements.

The successful employee may be placed on a salary step lower than the employee had before the promotion, depending on the recommendation of the Department Head, but not less than five percent (5%) above former salary.

The promoted employee would be placed on a probationary status in the new position for six (6) months, one (1) year for safety classifications, and evaluated at three (3) months and again at six (6) months.

The salary anniversary date changes to the date six (6) months from the new appointment and the incumbent would be eligible, based on a satisfactory evaluation, for a five percent (5%) step increase at this time and on this date annually until top step is achieved.

ARTICLE 41

RULES AND REGULATIONS

41.1 Rules and Regulations:

The City shall have the right to issue reasonable employee rules and regulations not in conflict with the express terms of this MOU, provided that such rules and regulations are:

- a. Discussed with the Union prior to adoption;
- b. Submitted to the Union prior to adoption; and
- c. Posted in conspicuous places so that employees are advised and have notice of such rules and/or regulations prior to their implementation.

ARTICLE 42

COMPLETION OF MEET AND CONFER

42.1 Understanding:

It is intended that this Agreement sets forth the full and entire understanding of the parties regarding the matters set forth herein, and any other prior or existing understanding or agreements by the parties, whether formal or informal, regarding any such matters are hereby superseded or terminated in their entirety.

42.2 Waiver:

Except as specifically provided herein in this MOU, it is agreed and understood that the Union voluntarily and unqualifiedly waives its right, and agrees that the City shall not be

required to negotiate with respect to any subject or matter covered herein during the term of this Agreement.

42.3 Any agreement, alteration, understanding, variation, waiver or modification of any of the terms or provisions contained herein shall not be binding upon the parties hereto unless made and executed in writing by all parties hereto, and if required, approved and implemented by the City Council.

42.4 The waiver of any breach, term or condition of this Agreement by either party shall not constitute a precedent in the future enforcement of all its terms and provisions.

42.5 Re-Opener on Mandated Certifications:

In the event a State or Federal mandate occurs during the period of this contract and requires special certifications to be maintained by City employees, parties agree to meet and confer within fifteen (15) calendar days of receipt of a written request from the other party. Said request shall state the reason and purpose of the request. Discussions shall be limited to only the issues related to the mandate, and shall not be deemed as a re-opener, and no other article or provision of this Agreement shall be affected.

42.6 Re-Opener on City Personnel Rules:

Notwithstanding the terms of this MOU, upon thirty (30) days' notice by the City to the Union, the City may re-open on the subject of revisions to City's Personnel Rules.

ARTICLE 43

SAVINGS CLAUSE

43.1 Savings Clause:

Should any provision of this MOU, or any application thereof, be unlawful by virtue of any Federal, State or local laws and regulations, or by court decision, such provision shall be effective and implemented only to the extent permitted by such law, regulation or court decision.

In the event of such invalidation, the City and the Union agree to meet and confer, within thirty (30) days from receipt of a written request by either party, regarding proposals addressing the invalidated provision. But in all other respects, the provisions of this MOU shall continue in full force and effect for the term thereof.

ARTICLE 44

PERSONNEL FILE

44.1 Personnel File:

The City, upon reasonable advance request, shall provide an employee the opportunity to review his/her personnel file. Copies of the contents of this file requested by the

employee shall be provided at no expense. The Human Resources Division shall maintain the official personnel file.

The employee may respond in writing to any item placed in their personnel file. Such written response shall become a part of the file.

The employee shall have the opportunity to review and shall sign any personnel document that reflects an adverse action, prior to such document being entered into the employee's personnel file. The employee's signature does not necessarily indicate agreement, and each document shall indicate so.

ARTICLE 45

HEALTH AND SAFETY

45.1 Standards of Operation:

The City agrees to abide by and maintain in its facilities and work operations standards of safety and health in accordance with applicable safety laws and regulations.

45.2 Required Safety Devices, Equipment and Clothing:

The City shall provide required safety devices and personal protective equipment and clothing for all employees. Such devices, equipment and clothing, where provided, must be used.

45.3 Unsafe Working Conditions:

If an employee reasonably believes that an assigned job or equipment is unsafe, and for that reason refuses to perform the job, the employee shall immediately give specific reason(s) to the supervisor. The supervisor shall request an immediate determination by the City Safety Representative or designee as to whether the job or equipment is safe. Pending a safety analysis and determination provided for in this Section, the employee may be given suitable work elsewhere. If the work is deemed safe by the City Safety Representative or designee, the employee shall complete the assigned job.

45.4 Reporting Procedure:

Employees may report specific concerns, in writing, regarding safety and health to their supervisors. The City shall address such concerns, and where appropriate, conduct an investigation. If an investigation reveals that a safety hazard exists, the City shall take reasonable steps to eliminate the hazard.

45.5 Safety Committee:

The City shall have a Safety Committee in accordance with the City's Illness and Injury Prevention Program. The Union may select its employee representative to the Committee. Said representative shall be paid for time spent at Safety Committee meetings. The Union shall receive copies of Safety Committee meeting minutes.

45.6 Workplace Safety Training:

During the term of this Agreement, the City agrees to provide training for all employees on workplace safety. Such training will be provided in a joint effort with the Human Resources Division and the Hemet Police Department.

Training for employees at the Library and City Hall shall be provided prior to June 30, 2017.

DATED: _____

**SERVICE EMPLOYEES
INTERNATIONAL UNION LOCAL 721:**

By: _____
Wendy Thomas
Chief Negotiator

By: _____
Tim Burke
Chapter President

By: _____
Matthew Brant
Chapter Board Member

By: _____
Brett Long
Chapter Board Member

By: _____
Joshua Martinez
Chapter Board Member

By: _____
Mathew Osborne
Chapter Board Member

:

CITY OF HEMET:

By: _____
Kelly Trainer
Chief Negotiator

By: _____
Jessica Hurst
*Deputy City Manager/Administrative
Services*

By: _____
Laura Ireland
Human Resources Manager

By: _____
Sarah McComas, City Clerk

APPENDIX A
CITY OF HEMET
ALPHABETICAL LISTINGS OF SEIU REPRESENTED CLASSIFICATIONS

Accountant
Accounting Technician I
Accounting Technician II
Accounting Technician III
Assistant Civil Engineer
Assistant Planner
Building Inspector I
Building Inspector II
Building Technician I
Building Technician II
Business License Technician
CDBG Coordinator
Code Enforcement Officer
Code Enforcement Officer II
Community Development Specialist
Community Center Technician
Cross Connection Spec/CSR
Customer Service Representative
Engineering Technician I
Engineering Technician II
Equipment Mechanic
Equipment Maintenance Service Worker
Facility Services Aide
Facilities Technician
Geographic Information Systems Specialist
Housing Program Specialist
Housing Technician
Lead Equipment Mechanic
Lead Maintenance Worker
Lead Traffic Painter
Lead Tree Trimmer
Lead Wastewater Collections Systems Operator
Lead Water Distribution Systems Operator
Library Assistant I
Library Assistant II
Library Associate I
Library Associate II
Library Page Part Time
Literacy Coordinator Part Time
Maintenance Management Technician
Maintenance Worker I
Maintenance Worker II
Office Specialist I

Office Specialist II
Office Specialist III
Park Ranger
Planning Technician
Plans Examiner
Public Works Inspector I
Public Works Inspector II
Purchasing Assistant
Senior Building Inspector
Senior Engineering Technician
Senior Public Works Inspector
Sweeper Operator
Traffic Painter
Tree Trimmer
Utility Worker
Wastewater Collections Systems Operator I
Wastewater Collections Systems Operator II
Water Distribution Systems Operator I
Water Distribution Systems Operator II
Water Production Systems Operator I
Water Production Systems Operator II
Water Quality and Conservation Specialist

APPENDIX B

**CITY OF HEMET
SEIU CERTIFICATES PAY LISTING**

SEIU Certifications	Positions Eligible	Requirements for Certification Pay
Building Inspection Certifications:		
Commercial Energy Inspector (ICC) Commercial Mechanical Inspector (ICC) Commercial Plumbing Inspector (ICC) Commercial Electrical Inspector (ICC) ICC Accessibility Inspector or CASP California Mechanical Inspector California Plumbing Inspector Commercial Building Inspector (ICC) IgCC Commercial Inspector with ASHRAE 189.1 (ICC) IgCC Commercial Inspector (ICC) Residential Electrical Inspector (ICC) Residential Mechanical Inspector (ICC) Residential Fire Sprinkler Inspector/Plans Examiner (ICC) Residential Energy Inspector/Plans Examiner (ICC) Residential Building Inspector (ICC) Residential Plumbing Inspector (ICC) UMC Mechanical Inspector UPC Plumbing Inspector	Building Inspector I Building Inspector II Senior Building Inspector Plans Examiner Code Enforcement Officer I Code Enforcement Officer II	Job requires one (1) certification as a condition of employment. Eligible for certification pay with <u>second</u> certification. Certification(s) must be related to performance of the job duties. Eligible for inspection certification directly related to job duties.
Building Plans Examiner Certifications:		
Electrical Plans Examiner (ICC) Green Building-Residential Examiner IgCC Plans Examiner (ICC) IgCC Plans Examiner with ASHRAE 189.1 (ICC) Building Plans Examiner (ICC) Commercial Energy Plans Examiner (ICC) Plumbing Plans Examiner (ICC) Residential Plans Examiner (ICC) Residential Fire Sprinkler Inspector/Plans Examiner (ICC) Residential Energy Inspector/Plans Examiner (ICC) UMC Mechanical Plans Inspector UPC Plumbing Plans Inspector	Plans Examiner Permit Technician Building Inspector I & II Senior Building Inspector	Job requires one (1) certification as a condition of employment. Eligible for certification pay with second certification. Certification(s) must be related to performance of the job duties. Eligible for plans certification directly related to job duties.
Building Permit Technician Certifications:		
Permit Technician (ICC)	Permit Technician	Certificate required for job.

SEIU Certifications	Positions Eligible	Requirements for Certification Pay
Planning Certifications:		
AICP	All SEIU Planners	Eligible for certification pay.
Environmental and Land Use Planning	Planning Technician Assistant Planner	Eligible if in addition to minimum education requirements for the position.

Code Enforcement Certifications:		
Certified Code Enforcement Officer (CACEO) ICC Zoning Code Inspector	Code Enforcement Officer I Code Enforcement Officer II	Must complete three (3) CACEO training modules for certification pay.

Public Works Operations - General Certifications:		
Commercial Driver's License (Class A or B) Competent Person/Trench Shoring Confined Space Entry Compressed Natural Gas (CNG) Tank Inspection Herbicide/Pesticide Application Refrigeration & Recycling Respiratory Training (i.e. Mask, SCUBA) Signs & Markings Brake Inspector	All employees within the Department	For Commercial Driver's License (Class A or B) – Employees are only eligible if their job requirement does not stipulate a need for either license.

Public Works Operations - Facilities Maintenance Certifications:		
HVAC Journeyman Electrician	All employees in Facilities Maintenance	

Public Works Operations - Water/Wastewater Certifications:		
Backflow Specialist Backflow Tester Water Quality Management Plan Water Treatment T1 - T4 Water Distribution D1 - D4 Water Conservation/Efficiency Wastewater Collections C1 - C4	All employees in Water/Wastewater Division	Employees are only eligible if their job requirement does not stipulate a need for the certification.

SEIU Certifications	Positions Eligible	Requirements for Certification Pay
Public Works Operations - Engineering & Community Investment Certifications:		
National Environmental Policy Act (NEPA) Registered (QSP) Quality SWIPP's Practitioner Sediment and Erosion Control Construction Technician American Construction Inspector's Association (ACIA) Registrants	All SEIU employees Only Engineering Only Engineering Only Community Investment Only Engineering	



Staff Report

TO: Honorable Mayor and Members of the City Council

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

DATE: September 13, 2016

RE: Award of Agreement to Legend Pump & Well Service, Inc. for Emergency Well 16 Construction Services

RECOMMENDATION:

It is respectfully recommended that the City Council:

- Authorize award of agreement to Legend Pump & Well Service, Inc. in the amount of \$71,972.00 for emergency repair work at Well #16; and
- Authorize the City Manager to enter into an Agreement for Emergency Construction Services (Exhibit "A") with Legend Pump, and execute purchase orders necessary to support the agreement; and
- Authorize the City Manager to approve Extra Work in an amount not to exceed ten percent (10%) of the original contract amount as established in the Hemet Municipal Code.

BACKGROUND:

Well #16 is one of four potable wells currently in operation to supply water to City residents. On July 18, 2016, the Public Works Director was informed that Well #16 was removed from service due to unknown equipment issues. At that time staff requested issuance of an emergency purchase order in the amount of \$20,000 for assessment of the equipment by the most recent qualified vendor to have performed work on the well. The results of the assessment revealed that an equipment failure had occurred with the oil and column tubes of the well and repair of the well would require replacement of the column tube, oil tube and the pump shaft.

During the months of June, July and August, daily water demands have historically ranged from 14 to 18 acre feet. The maximum daily production of the remaining three operational wells, running at maximum capacity, is just under 14 acre feet per day. This situation created an emergency as production supply from the remaining operational wells was insufficient to meet the summer month demands. Staff immediately requested to receive stored Unused Soboba Water wheeled through EMWD's water system to temporarily supplement production during the time needed for an emergency repair to take place.

Due to the extensive equipment replacement needs of the repair, and their related costs, staff worked with the Procurement Administrator to solicit an accelerated five day bid for emergency repairs. On July 25, 2016, the Procurement Administrator opened bids from four responding bidders. Legend Pump and Well Service, Inc., was the lowest responsive qualified bidder at a total bid cost of \$71,972.00 for emergency repairs (Exhibit "B").

Following bid submission review, staff requested that the City Manager administratively approve the needed repairs as emergency work. On July 28, 2016, the City Manager declared repair of Well #16 as an emergency due to the lack of production capacity to meet known daily summer month demands. The Purchasing Division immediately issued a Notice of Intent to Award, and provided Legend with an Agreement for Emergency Well 16 Construction Services for execution by the contractor. Because of the emergency created by the well failure, and the need to quickly restore the well into service, staff sought approval for emergency work with the understanding that Council approval for the award of agreement would be required at a future Council meeting.

Had this been a planned rehabilitation project, staff would have obtained Council approval for the project prior to commencement of the work. Staff is now recommending that City Council approve the necessary agreement related to the emergency work and authorize the City Manager to execute the agreement and supporting purchase order. Staff is also requesting that Council authorize the City Manager to approve Extra Work in an amount not to exceed ten percent (10%) of the original contract amount as established in the Hemet Municipal Code provided that there are sufficient unencumbered budgets available in the Water Fund to cover additional costs. This recommendation is intended to establish a mechanism for timely administrative authorization for a minor unforeseen cost related to completion of the emergency repair that staff anticipates will be submitted following approval of this contract.

PROJECT DESCRIPTION:

Well #16 Emergency Repair work will generally consist of the following:

- Replacement of column piping, pump shaft, oil tube, pump, motor and related equipment.
- Cleaning, brushing bailing and videoing the well.
- Performing disinfection and passing all testing necessary to bring the well back in to service.

As a cost saving measure, Well #16 had previously been equipped with a used pump recovered from another well that was pulled out of service due to water quality issues. Through this emergency work staff has included the replacement of the existing pump with a new, variable frequency pump in an effort to proactively address the age of the current pump. This replacement will extend the service life expectancy of all the equipment underground at the well, provide staff the ability to reduce production during peak electrical cost times, and maintain the overall efficiency of the well.

As of the date of this report the repairs for the emergency work have been completed and the well was returned to service on Thursday, September 1, 2016.

FISCAL IMPACT:

No General Fund Impact. Funding for these repairs is available in approved FY16/17 Operating Budgets from Water Fund No. 571-9000-2450.

Respectfully submitted,

Approved as to form,

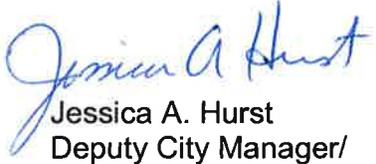
Fiscal Review:



Kristen Jensen
Public Works Director



Eric S. Vail
City Attorney



Jessica A. Hurst
Deputy City Manager/
Administrative Services

Attachments:

Exhibit "A" – Agreement for Emergency Well 16 Construction Services between the City of Hemet and Legend Pump and Well Service, Inc.
Exhibit "B" – Bid Summary – Well #16 Emergency Repair

EXHIBIT "A"

**AGREEMENT FOR
EMERGENCY WELL 16 CONSTRUCTION SERVICES**

Between

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

and

**LEGEND PUMP & WELL SERVICE, INC.,
a California corporation**

Dated: July 25, 2016

**AGREEMENT FOR
EMERGENCY CONSTRUCTION SERVICES
Well 16 Emergency Repair Project**

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

SECTION 1. SCOPE OF SERVICES

1.1 **Term.** Subject to the provisions of Section 8 [Termination] of this Agreement, the term of this Agreement is for 30 days commencing on the Effective Date ("Term").

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

1.3 **Extra Work.** Contractor shall not be compensated for any work or services rendered in connection with its performance of this Agreement, which are in addition to or outside of the Services ("Extra Work"), except as expressly provided for herein. It shall be Contractor's responsibility to ensure that the scope and price of any Extra Work to be performed by Contractor is approved by City in writing in advance of Contractor's commencement of the Extra Work in accordance with Section 9.10 [Amendments] and Section 9.19 [Administration and Implementation]. City shall not be obligated to pay for or otherwise be liable for unauthorized Extra Work performed by Contractor.

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

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

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

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

SECTION 2. COMPENSATION AND METHOD OF PAYMENT

2.1 Compensation. City shall pay to Contractor for non-disputed Services rendered, the compensation set forth in Exhibit "C" [Compensation] attached hereto and incorporated herein by reference. Total compensation to Contractor for the Services

shall not exceed the total price or "not to exceed" amount set forth in Exhibit "C," without the prior written approval of City in accordance with Section 9.10 [Amendments] and Section 9.19 [Administration and Implementation].

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

SECTION 3. RESPONSIBILITIES OF CONTRACTOR

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

3.2 Standard of Care and Licenses. Contractor agrees that all Services shall be performed in a skillful and competent manner, consistent with the standards generally recognized as being employed by professionals in the same discipline in the State of California. Contractor represents and warrants that it, its employees and subcontractors shall have sufficient skill and experience to perform the Services and that it, its employees and subcontractors have all licenses, permits, qualifications and approvals of whatever nature that are legally required to perform the Services, including a City Business License, and that such licenses and approvals shall be maintained in good standing throughout the term of this Agreement.

3.3 Required Corrections. Contractor shall perform, at its own expense and without reimbursement from the City, any work necessary to correct errors or omissions

that are caused by the Contractor's failure to comply with the standard of care provided for herein.

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

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

3.6 Labor Code and Prevailing Wage Requirements.

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

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

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

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

3.7 Equal Opportunity Employment. Contractor represents that it is an equal opportunity employer and it shall not discriminate against any subcontractor,

employee or applicant for employment because of race, religion, color, national origin, handicap, ancestry, sexual orientation, sex or age. Such non-discrimination shall include, but not be limited to, all activities related to initial employment, upgrading, demotion, transfer, recruitment or recruitment advertising, layoff or termination.

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

SECTION 4. INDEMNIFICATION

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

4.2 **Action.** For purposes of this Agreement, "**Action**" shall mean any suit (whether legal, equitable, or declaratory in nature), proceeding or hearing (whether administrative or judicial), arbitration or mediation (whether voluntary, court-ordered, binding, or non-binding), or other alternative dispute resolution process, and the filing, recording, or service of any process, notice, claim, demand, lien, or other instrument which is a prerequisite or prelude to commencement of the Action.

4.3 **Costs and Expenses.** For purposes of this Agreement, "**Costs and Expenses**" shall mean all costs and expenses, to the extent reasonable in amount, actually and necessarily incurred by a Party in good faith in the investigation,

prosecution or defense of an Action, including, but not limited to, court costs, filing, recording, and service fees, copying costs, exhibit production costs, special media rental costs, attorney's fees, consultant fees, fees for investigators, witness fees (both lay and expert), travel expenses, deposition and transcript costs, and any other costs or expenses, the award of which a court of competent jurisdiction may determine to be just and reasonable.

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

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

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

SECTION 5. RECORDS AND DOCUMENTS

5.1 Accounting Records.

5.1.1 Maintenance and Inspection. Contractor shall maintain complete and accurate records with respect to all expenses incurred under this Agreement. Any and all such documents or records shall be maintained in accordance with generally accepted accounting principles and shall be sufficiently complete and detailed so as to

permit an accurate evaluation of the Services provided by Contractor pursuant to this Agreement. All such records shall be clearly identifiable.

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

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

SECTION 6. INSURANCE

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

6.2 **Subcontractors Insurance**. Contractor agrees to ensure that subcontractors, and any other party involved in the performance of the Services by Contractor, provide the same minimum insurance coverage required of Contractor. Contractor agrees to monitor and review all such coverage and assumes all responsibility for ensuring that such coverage is provided in conformity with the requirements of this section. Contractor agrees that upon request, all agreements with subcontractors and others engaged in the project will be submitted to City for review.

6.3 **Modification of Insurance Provisions**. The City Manager may make reasonable amendments to the insurance requirements of this section, with the written concurrence of the Finance Director or Risk Manager, in accordance with Section 9.19

[Administration and Implementation] after considering the Scope of Services, potential liabilities, and the required level of insurance to adequately protect the City.

SECTION 7. BONDS

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

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

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

SECTION 8. TERMINATION.

8.1 Termination by City. City may, by written notice to Contractor, terminate with or without cause, and without any prior notice of default or right to cure by Contractor, the whole or any part of this Agreement at any time and by giving written notice to Contractor of such termination, and specifying the effective date thereof, at least five (5) days before the effective date of such termination. Upon termination, Contractor shall be compensated only for those non-disputed Services that have been

adequately rendered to City, and Contractor shall be entitled to no further compensation.

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

SECTION 9. GENERAL PROVISIONS

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

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

9.3 Liquidated Damages. The Parties agree that City has a legitimate interest in ensuring that Contractor provides the Services (including performance of all duties and responsibilities) required under this Agreement in a consistent and reliable manner, and that Contractor's failure to timely provide such Services or to provide them in an inadequate manner will cause City to suffer damages and that it is, and will be, impractical and extremely difficult to ascertain and determine the exact amount of damages or to calculate actual damages. Therefore, in addition to City's right to treat such non-performance as a material breach of, and to terminate, this Agreement, the Parties agree that liquidated damages, as provided herein, represent a reasonable estimate of the monetary damages that reasonably could be anticipated and that proof of actual damages would be costly or impractical. The Parties specifically confirm the accuracy of the statements made above and the fact that each Party has had ample opportunity to consult with legal counsel and obtain an explanation of the liquidated damage provisions at the time that the Agreement was made. Therefore, in lieu of actual damages, Contractor is subject to payment of \$500 per failure to perform, per day. City may, at its election, deduct any assessed liquidated damages from payment due, or that will become due, to Contractor from City.

9.4 Excusable Delays. Contractor shall not be liable for damages, including liquidated damages, if any, caused by delay in performance of failure to perform due to

causes beyond the control of Contractor. Such causes include, but are not limited to, acts of God, acts of the public enemy, acts of federal, state or local governments, acts of City, court orders, fires, floods, epidemics, strikes, embargoes, and unusually severe weather. The term and price of this Agreement shall be equitably adjusted for any delays due to such causes.

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

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

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

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

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

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

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

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

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

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

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

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

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

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

9.19 Administration and Implementation. This Agreement shall be administered and executed by the City Manager or his or her designated representative. The City Manager shall have the authority to issue interpretations and to make amendments to this Agreement, including amendments that commit additional funds,

consistent with Section 9.10 [Amendment] and the City Manager's contracting authority under the Hemet Municipal Code.

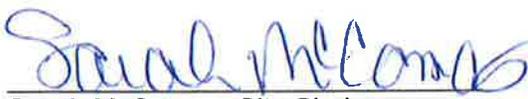
IN WITNESS WHEREOF, the parties hereto have caused this Agreement to be executed the day and year first above written.

CITY OF HEMET



Alexander P. Meyerhoff, City Manager

ATTEST:



Sarah McComas, City Clerk

ATTEST:



Eric S. Vail, City Attorney

LEGEND PUMP & WELL SERVICE, INC.



(Authorized Officer)

Title President

Print Name: Keith Collier



(Authorized Officer)

Title Secretary

Print Name: Keith Collier

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

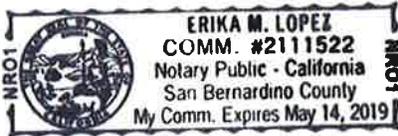
STATE OF CALIFORNIA)
COUNTY OF RIVERSIDE)
COUNTY OF RIVERSIDE)

On 02/01 ²⁰¹⁶~~2015~~ before me, ERIKA M. LOPEZ
Date Name And Title Of Officer (e.g. "Jane Doe, Notary Public")
personally appeared KEITH T. COLLIER
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]
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)

Signer's Name: KEITH T. COLLIER

Individual
 Corporate Officer
PRESIDENT
Title(s)

Partner(s) Limited
 General

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

DESCRIPTION OF ATTACHED DOCUMENT

EMERGENCY WELL #16 AGREEMENT
Title or Type of Document

#1
Number Of Pages

07/26/2016
Date Of Document

Signer is representing:
Name Of Person(s) Or Entity(ies)
LEGEND PUMP & WELL SERVICE, INC.

Signer(s) Other Than Named Above

EXHIBIT "A"

SCOPE OF SERVICES

Well 16 Emergency Repair located at 2385 West Stetson Avenue, Hemet, CA 92545. Work will consist of cleaning , brushing, sonar jetting and videoing the well casing; inspecting, servicing and repairing column pipe, pump and well head seal; remove well motor, furnish and install new airline and sounding tubing, transducer cable conduit; and disinfecting the well. Furnishing and installing new column pipe, pump or bowls may be needed based on inspection results.

Item #1: Mobilization, demobilization, clean-up, removal of all debris and excess materials from site, restore site (Bonding Costs included).

Item #2: Reinstall column piping, pump shaft, oil tube, brgs, pump, motor and related equipment (Pump set at 460ft).

Item #3: Brush, bail and surge block existing 460ft of 16" well casing with new nylon brush.

Item #4: Sonar Jet 460ft of existing well casing.

Item #5: Furnish and install new pump. (VFD design) Goulds or equal to supplying 1100gpm's against 110 PSI.

Item #6: Furnish and install new 10" x 20' column piping.

Item #7: Furnish and install new pump shafts & bearings 460 feet 1-11/16" seamless 3" oil tube.

Item #8: Furnish and install two 1" Sch. 80 PVC pipes (total of 920ft), flush thread (sounding & transducer cable). Strap SS bands every 20 feet.

Item #9: Furnish and install 460ft of continuous new 1/4" stainless steel airline .

Item #10: Furnish and install new cone strainer made of 304S.

Item #11: Disinfect well and perform (2) separate bac-t tests 15 minutes apart and pass.

Item #12: 2 Video Logs

EXHIBIT "B"

SCHEDULE OF PERFORMANCE

Work will need to be completed within 30 days

EXHIBIT "C"
COMPENSATION

Total Project Cost Not to Exceed – \$71,972

EXHIBIT "D"
REPRESENTATIVES

CITY'S REPRESENTATIVE

City of Hemet
Public Works Water Division
Attn: Ron Proze
445 East Florida Avenue
Hemet, California 92543
Facsimile: (951) 765-3878

CONTRACTOR'S REPRESENTATIVE

Legend Pump & Well Service
Larry Gomez or Keith Collier
1324 W. Rialto
San Bernardino, CA 92410
Phone: (909) 384-1000

EXHIBIT "E"

BONDS REQUIRED

1. Performance Bond required at 100% of contracted price.
2. Material Bond required at 100% of contracted price

EXHIBIT "F"

INSURANCE REQUIREMENTS FOR CITY OF HEMET

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

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

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

Only the following "marked" requirements are applicable:

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

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

 X **Workers' Compensation Insurance:** For all of Contractor's employees who are subject to this order and to the extent required by applicable state or federal law,

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

City of Hemet Public Works Department

445 E. Florida Avenue, Hemet, CA 92543
 Project Name: Well #16 Emergency Repair

EXHIBIT "B"

Bid Opening Date: July 25 2016
 Time: 2:00 P.M.

<u>Item No. & Description</u>	<u>Unit</u>	<u>Quantity</u>	<u>South West Pump</u>		<u>LO Lynch</u>		<u>Legend Pump</u>	
			<u>Unit Bid</u>	<u>Total Bid</u>	<u>Unit Bid</u>	<u>Total Bid</u>	<u>Unit Bid</u>	<u>Total Bid</u>
1. Mobilization	L.S.	1	\$ 6,490.00	\$ 6,490.00	\$ 4,000.00	\$ 4,000.00	\$ 2,500.00	\$ 2,500.00
2. R/R column piping	L.S.	1	\$ 5,280.00	\$ 5,280.00	\$ 5,500.00	\$ 5,500.00	\$ 7,360.00	\$ 7,360.00
3. Brush/bail 460ft well casing	Hrs	12	\$ 330.00	\$ 3,960.00	\$ 350.00	\$ 4,200.00	\$ 365.00	\$ 4,380.00
4. Sonar Jet 460 ft	L.S.	1	\$ 11,350.00	\$ 11,350.00	\$ 7,000.00	\$ 7,000.00	\$ 5,960.00	\$ 5,960.00
5. Furnish/install new pump	L.S.	1	\$ 12,520.00	\$ 12,520.00	\$ 9,550.00	\$ 9,550.00	\$ 10,742.00	\$ 10,742.00
6. Install 10"/20' piping	L.F.	460	\$ 28.50	\$ 13,110.00	\$ 27.50	\$ 12,650.00	\$ 24.85	\$ 11,431.00
7. Furnish/install New Pump Shaft	L.F.	460	\$ 52.00	\$ 23,920.00	\$ 49.00	\$ 22,540.00	\$ 45.65	\$ 20,999.00
8. Furnis/install two 1"SCH 80 PVC pipes	L.F.	920	\$ 1.25	\$ 1,150.00	\$ 3.10	\$ 2,852.00	\$ 2.50	\$ 2,300.00
9. Furnis/install new 1/4" steel airline	L.F.	460	\$ 8.50	\$ 3,910.00	\$ 1.40	\$ 644.00	\$ 2.50	\$ 1,150.00
10.Furnis/install new strainer 304SS	EA.	1	\$ 1,000.00	\$ 1,000.00	\$ 950.00	\$ 950.00	\$ 650.00	\$ 650.00
11.Disinfect & test well 2 times	L.S.	1	\$ 5,240.00	\$ 5,240.00	\$ 1,000.00	\$ 1,000.00	\$ 2,500.00	\$ 2,500.00
12. 2 Video Logs	EA.	2	\$ 1,500.00	\$ 3,000.00	\$ 1,000.00	\$ 2,000.00	\$ 1,000.00	\$ 2,000.00
TOTAL BID AMOUNT				\$ 90,930.00		\$ 72,886.00		\$ 71,972.00

<u>Item No. & Description</u>	<u>Unit</u>	<u>Quantity</u>	<u>Best Drilling</u>		<u>Unit Bid</u>	<u>Total Bid</u>	<u>Unit Bid</u>	<u>Total Bid</u>
			<u>Unit Bid</u>	<u>Total Bid</u>				
1. Mobilization	L.S.	1	\$ 4,180.00	\$ 4,180.00	\$ -	\$ -	\$ -	\$ -
2. R/R column piping	L.S.	1	\$ 7,520.00	\$ 7,520.00	\$ -	\$ -	\$ -	\$ -
3. Brush/bail 335 ft well casing	Hrs	12	\$ 675.00	\$ 8,100.00	\$ -	\$ -	\$ -	\$ -
4. Sonar Jet 100 ft	L.S.	1	\$ 7,745.00	\$ 7,745.00	\$ -	\$ -	\$ -	\$ -
5. Furnish/install new pump	L.S.	1	\$ 12,625.00	\$ 12,625.00	\$ -	\$ -	\$ -	\$ -
6. Install 8"/20' piping	L.F.	460	\$ 30.25	\$ 13,915.00	\$ -	\$ -	\$ -	\$ -
7. Furnish/install New Pump Shaft	L.F.	460	\$ 52.75	\$ 24,265.00	\$ -	\$ -	\$ -	\$ -
8. Furnis/install two 1"SCH 80 PVC pipes	L.F.	920	\$ 2.45	\$ 2,254.00	\$ -	\$ -	\$ -	\$ -
9. Furnis/install new 1/4" steel airline	L.F.	460	\$ 2.10	\$ 966.00	\$ -	\$ -	\$ -	\$ -
10.Furnis/install new strainer 304SS	EA.	1	\$ 450.00	\$ 450.00	\$ -	\$ -	\$ -	\$ -
11.Disinfect & test well 2 times	L.S.	1	\$ 720.00	\$ 720.00	\$ -	\$ -	\$ -	\$ -
12. 2 Video Logs	EA.	2	\$ 1,200.00	\$ 2,400.00	\$ -	\$ -	\$ -	\$ -
TOTAL BID AMOUNT				\$ 85,140.00		\$ -		\$ -



Staff Report

TO: Honorable Mayor and Members of the Hemet City Council

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

DATE: September 13, 2016

RE: CarteGraph OMS Software Licensing Renewal

RECOMMENDED ACTION:

It is respectfully recommended that City Council:

1. Approve a Software Purchase Agreement renewal by and between the City of Hemet (City) and CarteGraph Systems, Inc. (vendor), for the purchase of a three-year OMS Enterprise Licensing Agreement totaling \$199,486.35 (\$66,495.45 annually), and
2. Authorize the City Manager to execute the agreement; and
3. Authorize the City Manager to execute annual purchase orders in support of the agreement.

BACKGROUND:

CarteGraph systems has been the long time provider of asset management and work flow software used to record, delegate, and track costs of work performed by the many divisions of the Public Works Department. Public Works had previously entered into a three year enterprise licensing agreement, which expires in November, 2016. Many changes have taken place as we have moved from a desktop platform, where work completed in the field was entered at computers in the office, to a web and GIS based platform where work performed in the field is tied to mapped assets and task data can be entered in real time in the field. The improvements in the functionality of the system as a real time tool have greatly improved the efficiency of task tracking, and has added value not only to the field staff, but for their supervisors as well, who are able to assign tasks from the field as they observe issues that need to be addressed.

Over the years Council has approved a number of upgrades and training that have allowed the department to increase productivity in data collection, customize reporting, and providing quick summary information for evaluation about work performed or as back up for reimbursements. It has also removed the need to rely searching through paper work orders to respond when claims are received from the public.

With this renewal, staff is looking to unlock yet another advancement, by incorporating a Facilities specific platform into our work order system model. This feature caters to the facilities team and their specific type of work and asset management, much like the fleet platform serves the specific environment of fleet tasks. The facilities platform allows information about each building to be "containerized" creating a total sum of all separate assets located at a site. In addition, it offers a feature for internal reporting of facilities issues, which is much like the helpdesk that the IT division has in place.

Staff is recommending that Council approve a three-year software licensing agreement with CarteGraph that will allow Public Works to continue to move forward with the streamlined work flow we have in place. This agreement will also lock in current pricing through FY18/19, a benefit that assists us with solidly planning future software budgets. As the department continues to progress in its use of technology, the OMS platform has provided a flexible and efficient tool for conducting effective asset management. No additional training is required at this time as the department has remaining hours available to utilize towards training and customization through a previous contract. As an added benefit, the City will be afforded access to the Facilities platform immediately upon approval, resulting in over two months of access at no additional cost.

COORDINATION & REVIEW:

Staff consulted with the Information Technology Supervisor and our CarteGraph representative to ensure the agreement covers all aspects support for the software maintenance, has capacity for the addition of users with no cost, and provides the functionality expected by the City from new the Facilities platform. Public Works staff and the I.T. Supervisor also reviewed and confirmed that FY16/17 has available budgets for the renewal.

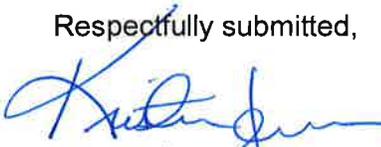
FISCAL IMPACT:

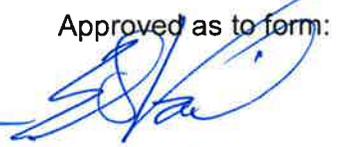
The annual cost for the CarteGraph OMS Licensing Purchase Agreement is \$66,495.45. The combined three-year cumulative total is \$199,468.35. Funding in the amount of \$50,000 has been appropriated in the FY 2016-17 Information Technology budget (680-1930-2265). Additional funding in the amount of \$16,495.45 is available in Public Works Administration Fund 686-4150. Full funding will be included in Information Technology FY 2017-2018 and FY 2018-2019 budgets for the remaining two years of the contract.

Respectfully submitted,

Approved as to form:

Fiscal Review:


Kristen Jensen
Public Works Director


Eric S. Vail
City Attorney


Jessica A. Hurst
Deputy City Manager/
Administrative Services

Attachment(s): CarteGraph OMS Enterprise Licensing – Purchase Agreement (5 pages)

Purchase Agreement

Cartegraph is pleased to present this Purchase Agreement for the implementation of world class technology solutions. This Purchase Agreement is made and entered into between City of Hemet (hereinafter referred to as “**Customer**” or “**Licensee**” and **Cartegraph Systems, Inc.** (hereinafter referred to as “**Cartegraph**”). This Purchase Agreement is intended to supplement, clarify, and amend the Master Agreement previously executed between **Cartegraph** and **Customer**. In the case that any terms or conditions provided in the Master agreement differ from, are provided in more detail by, or are made irrelevant by the terms and conditions provided in this Purchase Agreement, the terms in this Purchase Agreement shall control. For all terms and conditions not addressed by this Purchase Agreement, the Master Agreement, #MA084 dated March 3, 2015 shall control.

Customer Bill To:	Customer Ship To:
Kris Jensen City of Hemet 3777 Industrial Avenue Hemet, CA 92544 951-765-3823	Same

Investment Summary

Cartegraph’s proposed fees for this project are included in the summary below.

Date: August 1, 2016

Purchase Agreement Expiration Date: September 30, 2016

Purchase Agreement No.: #PA362

	Purchase Type	Citizen/Qty.	Total Price
YEAR 1			
SOFTWARE PRODUCTS			
Cartegraph OMS – Platform - Enterprise	Per-citizen Subscription, On-Premise, 11/29/16 – 11/28/17	1	\$29,331.20
Cartegraph OMS Extension	Advanced Asset Management per-citizen Subscription	1	\$11,798.55
Cartegraph OMS Extension	Advanced Requests per-citizen Subscription	1	\$7,865.70
Cartegraph OMS Users	User Pack Subscription – 100 Named Users	1	\$17,500.00
YEAR 1 SUB-TOTAL			\$66,495.45
YEAR 2			
SOFTWARE PRODUCTS			
Cartegraph OMS – Platform - Enterprise	Per-citizen Subscription, On-Premise, 11/29/17 – 11/28/18	1	\$29,331.20
Cartegraph OMS Extension	Advanced Asset Management per-citizen Subscription	1	\$11,798.55
Cartegraph OMS Extension	Advanced Requests per-citizen Subscription	1	\$7,865.70
Cartegraph OMS Users	User Pack Subscription – 100 Named Users	1	\$17,500.00
YEAR 2 SUB-TOTAL			\$66,495.45

YEAR 3			
SOFTWARE PRODUCTS			
Cartegraph OMS – Platform - Enterprise	Per-citizen Subscription, On-Premise, 11/29/18 – 11/28/19	1	\$29,331.20
Cartegraph OMS Extension	Advanced Asset Management per-citizen Subscription	1	\$11,798.55
Cartegraph OMS Extension	Advanced Requests per-citizen Subscription	1	\$7,865.70
Cartegraph OMS Users	User Pack Subscription – 100 Named Users	1	\$17,500.00
YEAR 3 SUB-TOTAL			\$66,495.45
TOTAL COST (3-YEAR TERM)			\$199,486.35

NOTES: The pricing listed above does not include applicable sales tax.
The Cartegraph OMS pricing listed above does not include Esri ArcGIS licenses.

Payment Terms and Conditions

In consideration for the Services and Products provided by **Cartegraph** to **Customer**, **Customer** agrees to pay **Cartegraph** Software Costs and Professional Service Fees in U.S. Dollars as described below:

1. **Delivery:** Software Products shall be licensed upon acceptance of this Purchase Agreement. If applicable, Services will be scheduled and delivered upon your acceptance of this Purchase Agreement, which will be considered as your notification to proceed.
2. **Services Scheduling:** **Customer** agrees to work with **Cartegraph** to schedule Services in a timely manner. All undelivered Services shall expire 365 days from the signing of this Purchase Agreement.
3. **Software Invoicing:** The Software Subscription Licenses fee will be due in annual installments 15 days prior to the anniversary of the initial term as follows:
 - a. \$66,495.45 due upon execution of the Purchase Agreement.
 - b. \$66,495.45 due 15 days prior to 1st year anniversary of term start date.
 - c. \$66,495.45 due 15 days prior to 2nd year anniversary of term start date.
4. **Expenses:** In providing the field services included in this Purchase Agreement, **Cartegraph** shall be reimbursed for any reasonable out-of-pocket costs, including, but not limited to, travel, lodging, and meals. Out-of-pocket expenses are billed based on actual costs incurred and are due separately.
5. **Payment Terms:** All payments are due Net 30 days from date of invoice.

BY EXECUTING THIS PURCHASE AGREEMENT, CUSTOMER ACKNOWLEDGES THAT IT HAS REVIEWED THE TERMS, CONDITIONS, FEES AND CHARGES PROVIDED HEREIN AND IN THE MASTER AGREEMENT, AS WELL AS ANY OTHER EXHIBITS TO THE MASTER AGREEMENT, AND CUSTOMER AGREES TO BE LEGALLY BOUND BY EACH SUCH AGREEMENT.

Cartegraph Systems, Inc.

By _____
(Signature)

Randy L. Skemp

(Type or print name)

Title Vice President of Sales

Date _____

City of Hemet

By _____
(Signature)

(Type or print name)

Title _____

Date _____

Cartegraph Systems, Inc.

Addendum A - Software Products

Cartegraph hereby pledges to issue software licenses in the agreed upon quantities specified in your Investment Summary. The "Software," as defined in Master Agreement #MA084, consists of developed and supported technology products available from Cartegraph.

In addition to full access to Cartegraph licensed software, your organization will receive:

1. Support

- a. *Campus – www.cartegraph.com/campus***

Our User Assistance area is a convenient and easily-shareable resource designed to help you and your co-workers better understand the functions and capabilities of your Cartegraph applications. Instantly access user tips, step-by-step guides, videos, and more.
- b. *Dedicated, Unlimited, Toll-free Phone Support - 877.647.3050***

When questions need answers and difficulties arise, count on our industry-leading Support team to provide the guidance and assistance you need. Reach us as often as you need Monday-Friday, 7:00 am-7:00 pm CT.
- c. *Secure, Live Remote Support***

If your challenge requires a more hands-on approach, we have the remote support tools to fix it. Let one of our Support Team members directly interact with your system to find a fast, effective solution.

2. Training & Education

- a. *Convenient Online Resources***

All the information you need, one click away. Take advantage of online training opportunities, tutorial videos, upcoming event information, and more.
- b. *Regional User Groups***

Meet and network with similar Cartegraph users in your region. Our smaller, more personalized User Groups allow you to find out what other organizations are doing to get more from their Cartegraph Systems.

3. Software Releases & Upgrades

- a. *New Software Releases***

Be the first to know about all new Cartegraph releases, enhancements, and upgrades. Gain immediate access to the latest features and functionality, and increased system performance.
- b. *Hot Fixes***

If an issue is determined to be a software defect and falls outside the standard release cycle, Cartegraph will issue a hot fix and provide application specialists with detailed levels of product knowledge to work with you in achieving a timely and effective resolution.

BY EXECUTING THIS PURCHASE AGREEMENT, CUSTOMER ACKNOWLEDGES THAT IT HAS REVIEWED THE TERMS, CONDITIONS, FEES AND CHARGES PROVIDED HEREIN AND IN THE MASTER AGREEMENT, AS WELL AS ANY OTHER EXHIBITS TO THE MASTER AGREEMENT, AND CUSTOMER AGREES TO BE LEGALLY BOUND BY EACH SUCH AGREEMENT.

Cartegraph Systems, Inc.

By _____
(Signature)

Randy L. Skemp
(Type or print name)

Title Vice President of Sales

Date _____

City of Hemet

By _____
(Signature)

(Type or print name)

Title _____

Date _____



Staff Report

TO: Honorable Mayor and Members of the Hemet City Council

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

DATE: September 13, 2016

RE: Resolution approving the final Engineer's Report and levy and collection of assessments for the formation of the new City of Hemet Landscape Maintenance District No. 103, Redline Express Car Wash for Fiscal Year 2017-2018.

RECOMMENDATION:

It is recommended that the City Council hold the public hearing regarding the Engineer's Report concerning the formation of Hemet Landscape Maintenance District No. 103, Redline Express Car Wash for FY 2017-18, have the City Clerk count the ballots and announce the results of the vote. Should the tally of the ballots received indicate a majority affirmative for the proposed assessment, Council may proceed with the adoption of the resolution. Should the tally indicate a majority against the proposed assessments, the formation is denied without further action by the Council.

BACKGROUND:

The City Council, on July 26, 2016, approved Resolution No. 4700 initiating proceedings and approved Resolution No. 4701 declaring its intention to levy annual assessments by forming Landscape Maintenance District No.103, Redline Express Car Wash, and to levy and collect assessments against lots and parcels within such districts.

The Landscape 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 district boundaries.

COORDINATION & REVIEW

The assessment Engineer's Report has been prepared and is on file with the City Clerk. A public notice has been published in the Press Enterprise, Hemet News, regarding the proposed Annual Landscape Assessments for FY 2017-2018.

FISCAL IMPACT:

The total proposed landscape maintenance district assessment for the FY 2017-18 is \$2,653.53.

Respectfully submitted,



Jessica A. Hurst
Deputy City Manager
Administrative Services

Attachments: LMD Resolution Bill No. 16-061
 LMD Final Engineer's Report



**CITY OF HEMET
Hemet, California
RESOLUTION NO. 16-061**

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF HEMET, CALIFORNIA, APPROVING THE ENGINEER'S REPORT 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 AND CONFIRMING DIAGRAM AND ASSESSMENTS 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.

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

Section 1. The City Council by its Resolution No. 4700 initiated proceedings, and by its Resolution No. 4701 declared its intention to levy annual assessments for the formation of the City of Hemet Landscape Maintenance District No. 103, Redline Express Car Wash, (the "District"), and to levy and collect assessments against lots and parcels of land within such District pursuant to the provisions of the Landscaping and Lighting Act of 1972, Part 2 of Division 15 of the California Streets and Highways Code, commencing with Section 22500 (the "Act"), to pay for the costs and expenses of operating, maintaining, and servicing ornamental structures, landscaping, and appurtenant facilities located within public places within the boundaries of the District.

Section 2. The Engineer selected by the City Council has prepared and filed with the City Clerk, and the City Clerk has presented to the City Council, a report in connection with the annual levy of assessments against lots and parcels of land within the District, and the City Council did by previous Resolution approve such report (the "Engineer's Report").

Section 3. The City Council desires to levy and collect assessments against lots and parcels of land within the District for the fiscal year commencing July 1, 2017 and ending June 30, 2018, to pay for the costs and expenses of operating, maintaining and servicing ornamental structures, landscaping, and appurtenant facilities located within public places within the boundaries of the District.

1 Section 4. A mailed ballot election in connection with the levy of assessments
2 within the District was required in accordance with Article XIII D of the California
3 Constitution.
4

5 Section 5. Following notice duly given, the City Council has held a full and fair
6 public hearing regarding the Engineer's Report prepared in connection with the District
7 and the levy and collection of assessments, and considered all oral and written
8 statements, protests and communications made or filed by interested persons.
9

10 Section 6. The City Council hereby finds that a majority protest does not exist
11 as defined in Section 4(e) of Article XIII D of the California Constitution with respect to
12 the District. All oral and written protests and objections to the annual levy of
13 assessments for this District and the proposed collection of assessments are hereby
14 overruled by the City Council.
15

16 Section 7. Based upon its review of the Engineer's Report, a copy of which
17 has been presented to the City Council hereby finds and determines with respect to the
18 District included in the modified Engineer's Report that:
19

- 20 (i) the land within the District will be special benefited by the operation,
21 maintenance, and servicing of ornamental structures, landscaping,
22 including trees, shrubs, grass and other ornamental vegetation, and
23 appurtenant facilities, including irrigation systems, drainage devices, and
24 drywells, located in public places within the boundaries of the District; and
25
- 26 (ii) the District includes all lands so specially benefited; and
27
- 28 (iii) the net amount to be assessed upon the lots and parcels within the District
29 in accordance with the assessment for the fiscal year commencing July 1,
30 2017 and ending June 30, 2018 is apportioned by a formula and method
31 which fairly distributes the net amount among all assessable lots or
32 parcels in proportion to the estimated special benefits to be received by
33 each lot or parcel from the improvements; and
34
- 35 (iv) only special benefits are assessed and no assessment is imposed on any
36 parcel which exceeds the reasonable cost of the proportional special
37 benefit conferred on that parcel.
38

39 Section 8. The City Council hereby orders the proposed improvements to be
40 made as set forth in the Engineer's Report, which improvements are briefly described
41 as follows: The operation maintenance, and servicing of ornamental structures,
42 landscaping, including trees, shrubs, grass and other ornamental vegetation, and
43 appurtenant facilities including irrigation systems, drainage devices, and drywells
44 located in public places within the boundaries of the District. Maintenance refers to the
45 furnishing of services and materials for the ordinary and usual maintenance, operation
46 and servicing of the ornamental structures, landscaping and appurtenant facilities,

1 including repair, removal or replacement of all or part of any of the ornamental
2 structures, landscaping or appurtenant facilities; providing for the life, growth, health and
3 beauty of the landscaping, including cultivation, irrigation, trimming, spraying, fertilizing
4 and treating for disease or injury; the removal of trimmings, rubbish, debris and other
5 solid waste; and the cleaning, sandblasting and painting of walls and other
6 improvements to remove or cover graffiti. Servicing refers to the furnishing of electricity
7 for the irrigation and operation of the ornamental structures, landscaping, and
8 appurtenant facilities, and water for the irrigation and control of the landscaping and the
9 maintenance of any of the ornamental structures, landscaping and appurtenant
10 facilities.

11
12 Section 9. The City Council hereby confirms the diagrams and assessments
13 set forth in the Engineer's Report. The maintenance, operation, and servicing of the
14 ornamental structures, landscaping, and appurtenant facilities shall be performed
15 pursuant to law. Commencing with fiscal year 2017-2018, the County Auditor of
16 Riverside County shall enter on the County Assessment Roll opposite each lot or parcel
17 of land the amount of the assessment, and such assessments shall be collected at the
18 same time and in the same manner as the County taxes are collected. After collection
19 by the County, the net amount of the assessment after deduction of any compensation
20 due the County for collection shall be paid to the City Treasurer. For fiscal year 2017-
21 2018, the City's representative is hereby authorized and directed to collect such
22 assessments.

23
24 Section 10. The assessments are in compliance with the provisions of the Act
25 and Article XIII D of the California Constitution, and the City Council has complied with
26 all laws pertaining to the levy of annual assessments pursuant to the Act and Article XIII
27 D of the California Constitution.

28
29 Section 11. The assessments are levied for the purpose of paying the costs
30 and expenses of the improvements described in Section 8 above, for fiscal year 2017-
31 2018.

32
33 Section 12. The City Treasurer shall deposit all money representing
34 assessments collected for the District to the credit of a special fund known as
35 "Improvement Fund, City of Hemet Landscape Maintenance District" and such money
36 shall be expended only for the maintenance, operation, and servicing of the landscape
37 structures, landscaping and appurtenant facilities as described in Section 5 above.

38
39 Section 13. The adoption of this Resolution constitutes the levy of assessments
40 for the fiscal year commencing July 1, 2017 and ending June 30, 2018.

41
42 Section 14. A certified copy of the diagrams and assessments shall be filed in
43 the office of the City Clerk and shall be open for public inspection.
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PASSED, APPROVED, AND ADOPTED this 13th day of September, 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 13th day of September 2016 by the following vote:

AYES:
NOES:
ABSTAIN:
ABSENT:

Sarah McComas, City Clerk

Printed at: 8:35 am
On: Tuesday , Aug 30, 2016

Ad #: 0010194313
Order Taker: neller

THE PRESS-ENTERPRISE

Classified Advertising Proof

1825 Chicago Ave, Suite 100
Riverside, CA 92507
(951) 684-1200
(800) 514-7253
(951) 368-9018 Fax

Account Information

Phone #: 951-765-2395
Name: HEMET, CITY OF
Address: 445 E FLORIDA AVE
HEMET, CA 92543

Account #: 1100149204
Client:
Placed By: Matavao Helsham
Fax #:

Ad Information

Placement: Public Notice FR
Publication: PE Riverside, PE.com

Start Date: 09/02/2016
Stop Date: 09/02/2016
Insertions: 1 print / 1 online

Rate code: City Ad Lgl-PE
Ad type: C Legal

Size: 2 X 37 Li
Bill Size: 74.00

Amount Due: **\$88.80**

Ad Copy:



CITY OF HEMET NOTICE OF PUBLIC HEARING

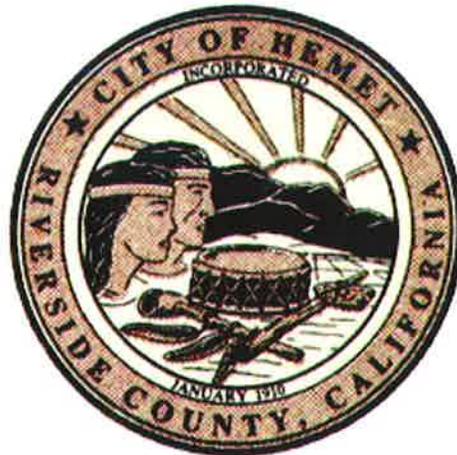
NOTICE IS HEREBY GIVEN that a public hearing will be held before the City Council of the City of Hemet at its regular meeting on Tuesday, September 13, 2016 at 7:00 p.m., in the Council Chambers 450 E Latham Ave Hemet, California, to consider adoption of the following:

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF HEMET, CALIFORNIA APPROVING THE ENGINEER'S REPORT, FOR THE FORMATION OF THE CITY 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 AND CONFIRMING DIAGRAM AND ASSESSMENTS PURSUANT TO THE PROVISIONS OF PART 2 OF DIVISION 15 OF THE CALIFORNIA STREETS AND HIGHWAYS CODE AND AS PROVIDED BY ARTICLE XIII D OF THE CALIFORNIA CONSTITUTION

Those persons who wish to testify either for or against the adoption of said resolutions will have the opportunity to do so at this time. Resolution and Engineer's Report are available for inspection at the office of the City Clerk, 445 E Florida Ave Hemet, California.

9/2

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.

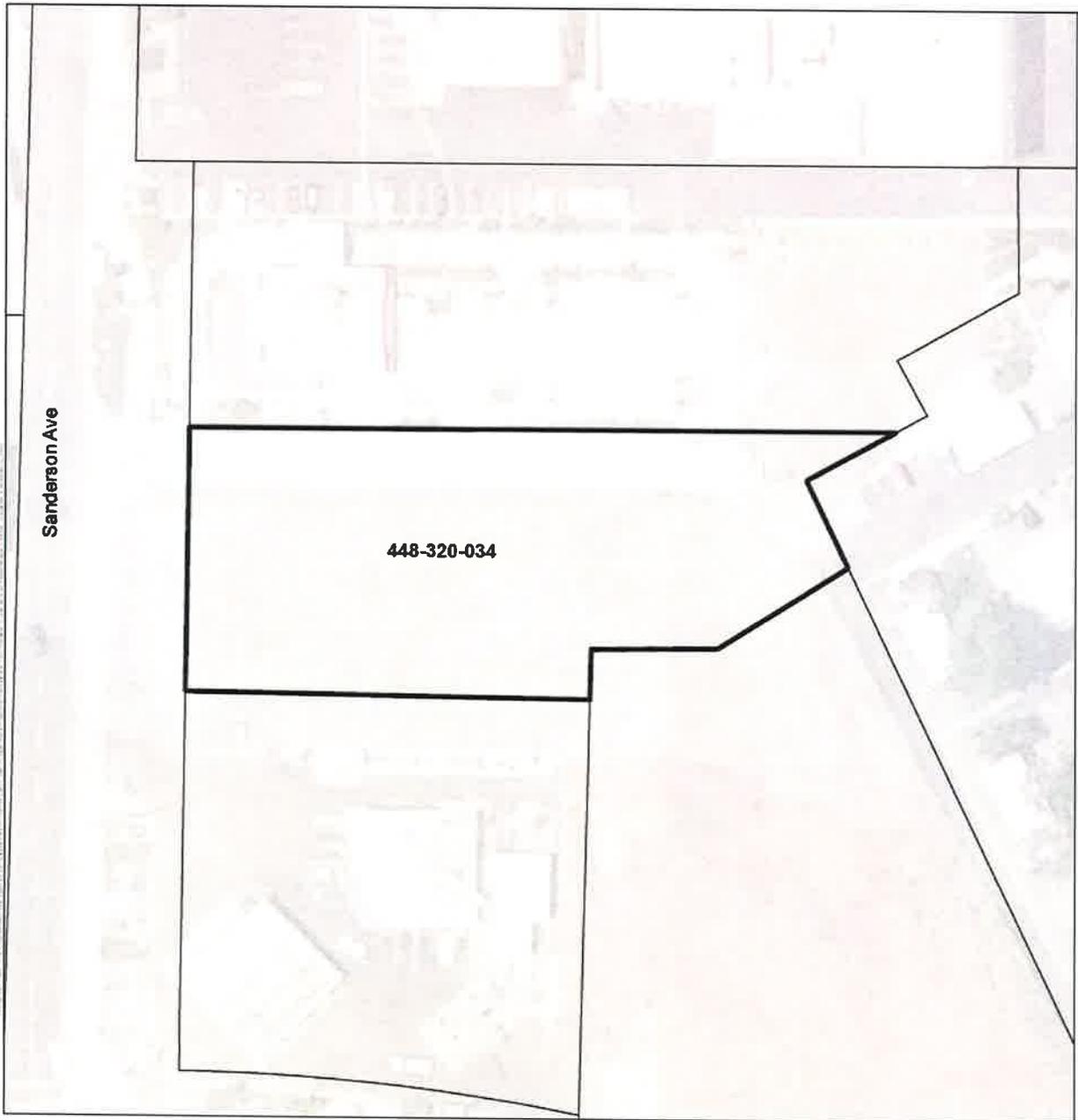
⁽⁴⁾ 2,600 sqft of mulch is maintained by the City.

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.



**Assessment Diagram /
Boundary Map
Landscape Maintenance
District No. 103
Redline Express Car Wash**

**City of Hemet
County of Riverside
State of California**

Legend

 District Boundary

Assessor Parcel Numbers within District Boundaries:

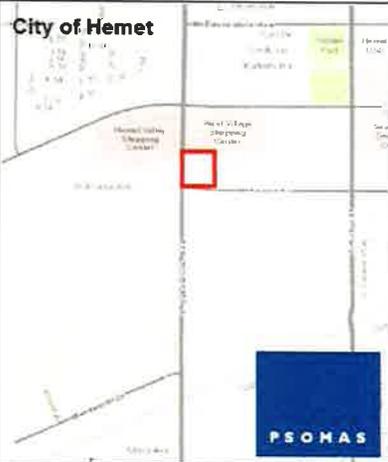
448-320-034

The quantities identified in this map are subject to change. For details refer to the developer plans on file in the office of the City Engineer. For parcel detail, please refer to the Assessor Parcel Map of the County of Riverside for Fiscal Year 2015-16 for an exact description of the lines and dimensions of each parcel/lot.



April 2016

NTS



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.





AGENDA # 17

Staff Report

TO: Honorable Mayor and Members of the Hemet City Council

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

DATE: September 13, 2016

RE: **ZONING ORDINANCE AMENDMENT (ZOA) NO. 15-009** A city-initiated ordinance amending Article XI (Single-Family Residential Zones) and other associated sections of Chapter 90 (Zoning Ordinance) of the Hemet Municipal Code to update the development standards for single-family residential uses, and a city-initiated resolution correspondingly amending the City's Single-Family Residential Design Guidelines.

RECOMMENDED ACTION:

That the City Council:

1. *Introduce by title only, and waive further reading of **Ordinance Bill No. 16-062** approving Zoning Ordinance Amendment No. 15-009 as recommended by the Planning Commission.*
2. *Adopt **Resolution Bill No. 16-066** approving the amendments to the Single-Family Residential Design Guidelines as recommended by the Planning Commission.*

BACKGROUND

On January 24, 2012, the City Council adopted a comprehensive update to the Hemet General Plan and staff subsequently embarked upon the process of bringing the zoning ordinance into compliance with the updated General Plan in accordance with State law. Over the past few years, staff has been methodically bringing proposed zone text amendments to the City Council for consideration as part of the City's General Plan Consistency Zoning Program. The City Council has approved revisions to the following sections of the zoning ordinance: Agricultural Zones, Multi-Family Zones, Manufacturing Zones, Institutional Zones, Open Space Zones, and the Specific Plan Zone.

The primary focus of ZOA15-009 is Article XI (Single Family Residential Zones), which establishes the zones and development standards for the City's single family residential uses. However, amendments to Article XI also affect other sections and articles in the zoning ordinance and the City's Single-Family Residential Design Guidelines. Therefore, the proposed ordinance and the proposed resolution include all the text changes that are necessary to ensure consistency throughout the zoning code and the design guidelines.

Amendments to the zoning code are done by ordinance. Ordinance Bill No. 16-062 (Attachment 1) includes five exhibits showing the four articles and the various sections of the zoning ordinance

proposed for amendment. Each exhibit presents the proposed new text in red ink and the text proposed for deletion in ~~strikeout~~. A summary of the proposed changes by article (and exhibit) is outlined below.

Amendments to the Single-Family Residential Design Guidelines are done by resolution. Resolution Bill No. 16-066 (Attachment 2) includes an exhibit of the Guidelines with the proposed new text in red ink and the text proposed for deletion in ~~strikeout~~. A summary of the proposed changes are also outlined below.

SUMMARY OF ORDINANCE BILL NO. 16-062 (Attachment 1)

The purpose of the proposed ordinance is to establish regulatory consistency with the General Plan and to enable staff to pursue a comprehensive update to the official zoning map in compliance with State law. Staff is recommending changes to clarify code provisions, update language to correspond with the latest planning practices, and further the goals and policies of the General Plan. Essentially, the changes proposed to both the zoning ordinance and the design guidelines are “clean-up” provisions and not dramatic changes in the uses or intent.

Article XI Single Family Residential Zones (Exhibit 1)

As Council is aware, the zoning ordinance establishes mandatory standards and the design guidelines provide examples of design solutions that help implement those regulatory provisions. To strengthen the standards and encourage improvements to the City’s housing stock, the Planning Commission recommends relocating the following provisions from the Single-Family Residential Design Guidelines to Article XI of the zoning ordinance. Staff has included these provisions in the proposed ordinance and City Council approval will make them mandatory.

1. In projects of 5 or more lots, a minimum of 25 percent of the units shall be one-story dwellings.
2. In projects of 2 or more lots, trim features shall be provided on all facades, 25 percent of any front and side façade shall be of a different building material to provide contrast, and alternative garage orientations shall be incorporated into project design.
3. In all projects, a minimum flat useable rear yard area is required in square footage equal to 5 percent of lot area.

Article XX Mobile Home Parks (Exhibit 2) and Article XXIII Travel Trailer Parks (Exhibit 3)

The City Attorney has opined that pursuant to state law mobile home parks and travel trailer parks must be permitted in all areas designated as residential by the General Plan; however, the conditional use permit requirement and the development standards of Articles XX (Mobile Home Parks) and XXIII (Travel Trailer Parks) may be retained. The proposed amendments bring the zoning ordinance into compliance with state law.

Article XII Hillside Development Overlay Zone (Exhibit 4)

Although Article XII (Hillside Development Overlay Zone) is technically a new article, the provisions have been relocated from Sec. 90-316 (Hillside Development) of Article XI (Single Family Residential Zones). The intent is to apply the hillside development standards to all development that may occur in the hillsides, not just single family residential development. The only proposed amendment to the provisions of the section is to bring the maximum density for each of the average slope ranges into compliance with the General Plan.

Chapter 90 Text Amendments to Establish Consistency (Exhibit 5)

The recommended amendments to Article XI (Single Family Residential Zones) result in incorrect references or other minor inconsistencies in other sections of the zoning ordinance. To eliminate the inconsistencies, minor modifications are necessary. These are generally non-substantive, “clean-up” changes to reduce confusion and ensure internal consistency in the municipal code.

SINGLE-FAMILY RESIDENTIAL DESIGN GUIDELINES (Attachment 2)

Due to the changes to Article XI (Single Family Residential Zones) outlined above that move some provisions from the Guidelines to the zoning ordinance, modifications to the Single-Family Residential Design Guidelines are warranted to maintain consistency. Additionally, the Planning Commission added a provision that encourages integrating basic accessibility features into newly built homes.

COORDINATION AND PUBLIC REVIEW

The Planning Commission held work studies in February, April, and June 2016 to discuss appropriate zoning and development standards for property with the General Plan land use designations of Rural Residential, Hillside Residential, Low Density Residential, Low Medium Density Residential, and Medium Density Residential. Public comment was solicited at each of those meetings.

On July 22, 2016, the City published a notice in the Press Enterprise of the holding of a public hearing before Planning Commission on August 2, 2016 at which the amendments to the City’s zoning ordinance would be considered. No comments were received in response to the notice or at the Planning Commission public hearing. The Planning Commission unanimously adopted Resolution No. 16-012, recommending approval of the ZOA to the City Council (Attachment 3).

On September 2, 2016, the City published a notice in the Press Enterprise of the holding of a public hearing before City Council at which the amendments to the City’s zoning ordinance would be considered. To date, staff has not received any public comments on the draft ordinance.

CONSISTENCY WITH ADOPTED GOALS, PLANS, AND PROGRAMS

ZOA15-009 is in conformance with the latest adopted general plan for the City because its primary purpose is to provide consistency between the zoning ordinance and the General Plan on single family residential land uses. It implements General Plan Implementation Programs LU-P-2 (Comprehensive Update to the Zoning Code) to ensure consistency and best practices within the City’s zoning code for the benefit of the public and LU-P-1 (Consistency Zoning) to enable consistency between the General Plan and zoning land use maps. Additionally, ZOA15-009 conforms with Goal LU-1 of the Hemet General Plan to achieve a balanced and sustainable pattern of land uses, community services, and amenities that provide for the needs of the City’s residents and businesses and enhance the overall quality of life in the community.

CEQA REVIEW AND COMPLIANCE

The City has analyzed this proposed project and has determined that it is exempt from the California Environmental Quality Act (CEQA) under section 15061(b)(3) of the CEQA Guidelines, which provides that CEQA only applies to projects that have the potential for causing a significant effect on the environment. ZOA15-009 does not relate to any physical project and will not result in any physical change to the environment. Therefore, it can be seen with certainty that there is no

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

ANALYSIS

ZOA15-009 continues the City's efforts to achieve zoning ordinance consistency with the adopted General Plan. The proposed changes implement the vision and intent of the General Plan by establishing zones, allowable uses, and site development standards that correspond to the underlying General Plan land use designation while being sensitive to existing patterns of development in the City. Additionally, the proposed amendments ensure compliance with state law.

FISCAL IMPACT:

There is no fiscal impact resulting from the adoption of the Ordinance Bill No. 16-062 and Resolution Bill No. 16-066.

Respectively Submitted,



Deanna Elliano
Community Development Director

ATTACHMENTS:

1. City Council Ordinance Bill No. 16-062 (ZOA15-009)
 - Exhibit 1: Amendments to Article XI (Single Family Residential Zones)
 - Exhibit 2: Amendments to Article XX (Mobile Home Parks)
 - Exhibit 3: Amendments to Article XXIII (Travel Trailer Parks)
 - Exhibit 4: New Article XII (Hillside Development Overlay Zone)
 - Exhibit 5: Amendments to various sections in Chapter 90 to retain consistency with the amended Article XI (Single Family Residential Zones)
2. City Council Resolution Bill No. 16-066 approving the Single-Family Residential Design Guidelines, as amended.
 - Exhibit 1: Amendments to the Single-Family Residential Design Guidelines
3. Planning Commission Resolution No. 16-012 (without attachments) recommending approval of Ordinance Bill No. 16-062 (ZOA15-009).

Attachment 1



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**CITY OF HEMET
Hemet, California
ORDINANCE BILL NO. 16-062**

AN ORDINANCE OF THE CITY COUNCIL OF THE CITY OF HEMET CALIFORNIA AMENDING ARTICLE XI (SINGLE FAMILY RESIDENTIAL ZONES) AND OTHER ASSOCIATED SECTIONS OF CHAPTER 90 (ZONING ORDINANCE) OF THE HEMET MUNICIPAL CODE TO UPDATE AND REFINE THE DEVELOPMENT CODE STANDARDS AND REGULATIONS FOR SINGLE FAMILY RESIDENTIAL USES.

WHEREAS, on January 24, 2012 City Council adopted Resolution No. 4476 approving a comprehensive update to the Hemet General Plan; and

WHEREAS, the Planning Division has been methodically bringing the zoning ordinance into compliance with the General Plan in accordance with State law; and

WHEREAS, the amendment updates zoning code requirements to meet industry standards and General Plan goals and policies; and

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

WHEREAS, on August 2, 2016, the Planning Commission was presented with a draft of this Ordinance Bill No. 16-062 and, after conducting a duly noticed public hearing, voted to recommend that the City Council approve Ordinance Bill No. 16-062.

WHEREAS, on September 13, 2016, the City Council considered the Ordinance, the Planning Commission's findings, and the record of information regarding ZOA 15-009 at a duly noticed public hearing, at which time interested persons had an opportunity to provide testimony on this matter.

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

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

4 Chapter 90 (Zoning) is to be amended as shown in Exhibits "1", "2", "3", "4", and
5 "5" hereto.

6 **SECTION 2: CEQA FINDINGS.**

7 The City has analyzed this proposed project and has determined that it is exempt
8 from the California Environmental Quality Act ("CEQA") under section 15061(b)(3) of the
9 CEQA Guidelines, which provides that CEQA only applies to projects that have the
10 potential for causing a significant effect on the environment. The proposed text changes
11 do not relate to any physical project and will not result in any physical change to the
12 environment. Therefore, it can be seen with certainty that there is no possibility that this
13 Ordinance may have a significant adverse effect on the environment, and therefore the
14 adoption of this Ordinance is exempt from CEQA pursuant to Section 15061(b)(3) of the
15 CEQA Guidelines.

16 **SECTION 3: SEVERABILITY.**

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

25 **SECTION 4: EFFECTIVE DATE.**

26 This Ordinance shall take effect thirty (30) days from its passage by the City
27 Council of the City of Hemet.
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SECTION 5: PUBLICATION.

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

INTRODUCED at the regular meeting of Hemet City Council on the 13th day of September, 2016.

APPROVED AND ADOPTED this 27th day of September, 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 Ordinance was introduced and first read on the 13th day of September, 2016, and had its second reading at the regular meeting of the Hemet City Council on the 27th day of September, 2016, and was passed by the following vote:

AYES:
NOES:
ABSTAIN:
ABSENT:

Sarah McComas, City Clerk

Exhibit 1

ARTICLE XI. SINGLE-FAMILY RESIDENTIAL ZONES

Sec. 90-311. Purposes.

The purpose of the single-family residential zones is to:

- (a) ~~In addition to the~~ **Comply with the** overall purposes stated in section 90-1 **relating to the purpose of the zoning ordinance.**;
- (b) ~~the residential zones are established to p~~**Provide** properly located family living areas based on a wide range of population densities in conformity with the general plan;
- (c) ~~to p~~**Protect** residential properties from noise, odors, smoke, dirt, vibration, glare, fire, explosion, noxious fumes, unsightliness and other hazards or objectionable influences;
- (d) ~~to p~~**Protect** residential properties from congestion and nuisances caused by commercial and industrial traffic;
- (e) ~~to e~~**Ensure** adequate privacy, light, air and usable open space for each dwelling unit;
and
- (f) **Provide a variety of housing opportunities with a move-up market and quality of life amenities that serve existing residents and attract new residents;** ~~to provide areas for institutional uses that require a residential environment and for public and semipublic facilities needed to serve the residential areas.~~
- (g) **Encourage land use and community design practices that balance growth and infrastructure, encourage smart growth principles, achieve a citywide jobs and housing balance, and otherwise implement the goals and polices of the General Plan; and**
- (h) **Implement the RR (Rural Residential), LDR (Low Density Residential), LMDR (Low and Moderate Density Residential), and MDR (Medium Density Residential) land use designations of the General Plan.**

Sec. 90-312. Zones Established

The single family residential zones are established in accordance with the standards of this article and as shown on the official zoning map pursuant to Sec. 90-6.

- (ba) ~~R-A R-R rural residential-agricultural zone:~~ **R-R rural residential-agricultural zone:** To provide for the development of large residential lots or parcels that may combine the attributes of rural and urban living, to allow ~~the continuation of agricultural uses~~ **for commercial crop production** in appropriate areas, and to preclude premature or untimely land development at urban densities in area inappropriate or ill-suited for such development.
- (c) ~~R-1-C single-family zone (county): To provide appropriate areas for the establishment of single-family residences and related uses in a manner consistent with county standards.~~
- (eb) **R-1 single-family zone:** To provide for the development of single-family homes **at a variety of lot sizes:**
 - (1) **R-1-6: minimum lot size 6,000 square feet.**
 - (2) **R-1-7.2: minimum lot size 7,200 square feet.**
 - (3) **R-1-10: minimum lot size 10,000 square feet.**
 - (4) **R-1-20: minimum lot size 20,000 square feet.**

(5) R-1-40: minimum lot size 40,000 square feet.

(ec) R-1-D single-family downtown zone: To provide a zone ~~that~~ which specifically recognizes the unique development characteristics of single-family residential property in the downtown area.

(f) ~~R-1-H single-family (hillside) zone: To provide appropriate areas for the establishment of single family residences and related uses in areas of steep topography or terrain and to assure that development occurs in a manner which protects the hillside's natural and topographical character, environmental sensitivities and aesthetic qualities, and minimizes the adverse effects of grading.~~

(Ord. No. 1552, § 2, 1-28-97; Ord. No. 1653, § 1, 10-9-01)

Sec. 90-312. Permitted uses.

In the ~~RA-R~~, R-1-D, ~~R-1-H~~, R-1-6, R-1-7.2, R-1-10, R-1-20, R-1-40 zones, permitted and conditionally permitted uses shall be as listed within the "Land Use Matrix." Whenever a business is conducted, even if it is a home occupation, a city business license is required pursuant to [chapter 18](#). ~~All other uses not specifically listed in the matrix shall be interpreted as not permitted unless a Similar Use Determination is made by the Community Development Director pursuant to Sec 90-3. Uses located within the Hemet-Ryan Airport Influence Area are subject to the requirements of the Riverside County Airport Land Use Plan.~~

MATRIX TO BE REPLACED BY THE FOLLOWING MATRIX									
SINGLE FAMILY RESIDENTIAL LAND USE MATRIX									
X=Not Permitted Use P=Permitted Use C=Conditionally Permitted Use (CUP) — A=Administrative Use (AUP) SGHP=Small Group Home Permit									
	ZONE	R-A	R-1- D	R-1- H	R-1-6	R-1- 7.2	R-1- 10	R-1- 20	R-1- 40
A. Agricultural Uses									
1.	Above ground or underground vehicle fuel storage tanks for use with an on-going agricultural operation. Sale of fuel to the public is prohibited. Tanks shall be considered structures, they shall comply with setback requirements of the zone and shall be set back a minimum 100 feet from a Hemet Circulation Element Map road, and shall be screened from view from public	C	X	X	X	X	X	X	X

	streets. Requirements of the Uniform Fire Code and applicable state and federal laws shall be met.								
2.	All types of horticulture (excluding forestry operations) including, but not limited to, apiaries and aviaries (in accordance with <u>chapter 10</u>), farms, orchards and the like:								
	a. Operated as a business	P	X	X	X	X	X	X	X
	b. Operated as part of a residential use	P	X	X	X	X	X	X	X
3.	Bovine and equine animals in accordance with the requirements of <u>section 90-77</u>	P	X	X	X	X	X	X	X
4.	Chickens (see subsection A.8.)		X	X	X	X	X	X	X
5.	FFA (Future Farmers of America), 4H (head, hand, heart, health) or similar projects conducted by the occupants of the premises (A no fee temporary use permit is required see <u>section 90-73</u> . For animal keeping requirements see <u>section 90-77</u>	P	X	P	X	X	P	P	P
6.	Nurseries, greenhouses and gardening								
	a. Wholesale	P	X	X	X	X	X	X	X
	b. Retail	C	X	X	X	X	X	X	X
7.	Pigs, pigmy goats, miniature horses and other small animals	P	X	P*	X	X	X	X	X
8.	Poultry (except turkeys, geese and guinea fowl) chinchillas, hamsters, rabbits and other small animals, (See section 90-188 for additional requirements)	P	X	P	X	X	X	X	X
9.	Produce stands – Permanent (for temporary	C	X	X	X	X	X	X	X

	produce stands see <u>section 90-73</u>								
B.	Residential Uses								
1.	Bed and breakfast	€	€	€	€	€	€	€	€
2.	Day care facility								
	a. >six but less than 12 clients	P	P	P	P	P	P	P	P
	b. >12 clients	€	€	€	€	€	€	€	€
3.	Group homes and small residential care facilities (see <u>section 90-261 et seq.</u>)								
	a. Small licensed residential care facilities	P	P	P	P	P	P	P	P
	b. Large group homes	X	X	X	X	X	X	X	X
	c. Small group homes	SGHP							
4.	Accessory dwelling unit (including "granny flat" and "second unit") in accordance with subsection <u>90-315(g)</u>	P	P	P	P	P	P	P	P
5.	Guest house on the same site as an existing single family home	P	X	P	X	X	P	P	P
6.	Home occupations subject to the requirements of <u>section 90-72</u>	P	P	P	P	P	P	P	P
7.	Household pets including, but not limited to, dogs, pot belly pigs and cats (see <u>section 90-77</u>)	P	P	P	P	P	P	P	P
8.	Mobile homes as a caretaker residence	P	X	X	X	X	X	X	X
9.	Mobile home park	X	X	X	€	€	X	X	X
10.	Recreational vehicle park	€	X	X	X	X	X	X	X

Exhibit 1
CC Ordinance Bill No. 16-062

11	Rented room (a maximum of one room) within an existing single-family dwelling	P							
12	Single-family residential dwelling unit including manufactured housing, prefabricated housing and mobile homes built after 1986 when installed on permanent foundations when in accordance with subsection 90-315(a)	P							
13	Travel trailer park	C	X						
C. Commercial Uses									
1.	Boarding house	X							
2.	Convalescent hospital	C	X						
3.	Environmental cleanup and treatment systems (subject to a temporary use permit, see section 90-73)	P							
4.	Home for the aged	C	C	X	X	X	X	X	X
5.	Home or center for mentally, emotionally or physically handicapped persons	C	X	X	C	C	C	C	C
6.	Nursing home	C	X						
7.	Parolee-Probationer Homes	X							
8.	Recycling facility – nonpermanent (subject to a temporary use permit, see section 90-73)	P	X	X	P	P	P	P	P
D. Recreation and Open Space Uses									
1.	Cemetery, crematorium, columbariums and related facilities	C	C	X	C	C	C	C	C

Exhibit 1
CC Ordinance Bill No. 16-062

2.	Equestrian activities including, but not limited to, riding academies, stables and thoroughbred farms	€	X	X	X	X	X	X	X
3.	Game court – lighted (with ten-foot high court fencing)	€	€	€	€	€	€	€	€
4.	Golf course, country club and/or driving range	€	€	€	€	€	€	€	€
5.	Lodge hall for civic, social or fraternal organizations	€	€	€	X	X	X	X	X
6.	Recreation center, park, playground, unlighted game court (with ten-foot high court fencing) racquetball center, swim club	P	P	P	P	P	P	P	P
7.	Skating rink, outdoor	€	X	X	X	X	X	X	X
E. Miscellaneous Uses									
1.	Church, temple, synagogue or other religious facility including, but not limited to, parish house, convent, parsonage, monastery, religious school	€	€	€	€	€	€	€	€
2.	Flood control facilities including, but not limited to, detention and retention basins, and flood control channels	P	P	P	P	P	P	P	P
3.	Museum	€	X	€	€	X	X	X	X
4.	School or college including, but not limited to, art, business, cosmetology, craft, dance, music, professional, technical and trade	€	€	€	€	X	X	X	X
5.	Public facilities and utilities including, but not limited to, electrical substations, transmission substations, city facilities, libraries and public offices	€	€	€	€	€	X	X	X

F. Accessory Uses									
1.	Accessory structures and uses located on the same site as a permitted use	P	P	P	P	P	P	P	P
2.	Accessory structures and uses located on the same site as a conditional use	C	C	C	C	C	C	C	C
3.	Minor wireless telecommunication facilities in accordance with article XLVI	C	C	C	C	C	C	C	C
4.	Satellite dish antennas identified as exempt from article XLVI- wireless telecommunications facilities per section 90-1614	P	P	P	P	P	P	P	P

Notes:

* The keeping of pigs, pigmy goats, miniature horses, and other similar small animals shall be limited to two per acre in areas that are determined to be of biological sensitivity.

(Ord. No. 1566, § 2(B), 8-26-97; Ord. No. 1581, § 2, 2-24-98; Ord. No. 1591, § 1(2), 9-29-98; Ord. No. 1653, § 1, 10-9-01; Ord. No. 1684, § 1-5, 5-27-03; Ord. No. 1798, § 2(b)(Exh. B), 5-27-08; Ord. No. 1852, § 4(Exh. B), 6-12-12; Ord. No. 1855, § 3(Exh. B, § 1), 9-11-12)

SINGLE FAMILY RESIDENTIAL LAND USE MATRIX				
		P = Permitted C = Conditionally Permitted (CUP)		A = Administrative Use (AUP)
		TUP= Temporary Use Permit SGHP = Small Group Home Permit		X = Not Permitted
	LAND USE	ZONE		REQUIREMENTS
		R-R	R-1	
A. Agriculture and Natural Resources				
1.	Commercial crop production including fruits, vegetables, and ornamental plants	P	X	
2.	Community Garden	P	P	
3.	Produce stands			
	a. Permanent	C	X	
	b. Temporary	TUP	X	Sec. 90-73
B. Residential Uses				
1.	Planned Unit Development	P	P	Article XVIII
2.	Mobile home parks	C	C	Article XX
3.	Secondary Dwelling Unit (e.g., guest house or granny flat)	P	P	Sec. 90-321
4.	Single-family home including manufactured housing and prefabricated housing when installed on a permanent foundation and in accordance with the provisions of this article	P	P	
5.	Travel trailer or recreational vehicle parks	C	C	Article XXIII
C. Residential - Other				
1.	Accessory uses and structures (non-dwelling)	P	P	Sec. 90-320

SINGLE FAMILY RESIDENTIAL LAND USE MATRIX				
P = Permitted C = Conditionally Permitted (CUP) A = Administrative Use (AUP) TUP= Temporary Use Permit SGHP = Small Group Home Permit X = Not Permitted				
	LAND USE	ZONE		REQUIREMENTS
		R-R	R-1	
2.	Animal keeping	P	P	Sec. 90-77
3.	Home occupations	P	P	Sec. 90-72
D. Care Uses				
1.	Family child care home, licensed			Sec. 90-72
	a. Small (up to 8 children)	P	P	
	b. Large (up to 14 children)	C	C	
2.	Group homes and small licensed care facilities			Article X
	a. Small licensed care facility	P	P	
	b. Large group home	X	X	
	c. Small group home	SGHP	SGHP	
	d. Supportive housing	P	P	
E. Education, public assembly, and recreation uses				
1.	Church, temple synagogue or other religious facility including, but not limited to, parish house, convent, parsonage, monastery, religious school	C	C	
2.	Outdoor recreation facilities (e.g., golf courses, lawn bowling, game courts)	C	C	
3.	Parks			
	a. Active	C	C	
	b. Passive	P	P	
F. Service Uses				
1.	Bed and Breakfast Inn	C	C	
G. Transportation, communication, and infrastructure				
1.	Solar energy systems – building mounted; non-commercial (serving the development site)	P	P	
2.	Wireless telecommunication facility			Article XLVI
	a. Antennae	P	P	
	b. Minor	C	C	
	c. Major	X	X	

Sec. 90-313. Reserved.

Sec. 90-314. General requirements.

- (a) New development projects in the single family residential zones are subject to pre-application review as provided in section 90-49 and site development review as provided in section 90-48 of this chapter. Development of the site and structures shall be consistent with all applicable design guidelines.
- (b) Prior to the construction of any building or structure a building permit shall be required in accordance with the latest city-adopted Uniform Building Code. The following are minimum requirements, unless otherwise noted, and shall apply to all land, buildings, and structures in their respective zones. All area dimensions are in square feet, unless otherwise noted. All linear dimensions are in feet, unless otherwise noted.

- (c) Development projects established within the boundaries of the Hemet-Ryan Airport Influence Area shall be in accordance with state airport land use law.
- (d) Subdivisions located in the R-1-6 zone with a lot size average of less than 7,200 square feet are subject to the compensating open space/park guidelines for small lot projects referenced in the city's Single-Family Residential Design Guidelines.
- (e) The following are minimum requirements, unless otherwise noted, and shall apply to all land, buildings, and structures in their respective zones. All area dimensions are in square feet, unless otherwise noted. All linear dimensions are in feet, unless otherwise noted.

SINGLE FAMILY ZONES GENERAL DEVELOPMENT STANDARDS									
	ZONE	R-AR	R-1-40	R-1-20	R-1-10	R-1-7.2	R-1-6	R-1-D	R1-H
2. 1.	Minimum net lot area (square feet)	20,000	40,000	20,000	10,000	7,200	6,000	5,000	20,000
4. 2.	Maximum density (units/gross acre) *;sub\sub;	2	1	2	4	6	7	7	2
3.	Minimum lot width (linear feet)								
	a. Standard	100	100	100	85 100	72 70	60	50	120
	b. Cul-de-sac (frontage)	40	40	40	40	35	35	35	40
	c. Flag lot/width of access strip	100/20	100/20	100/20	85/20	72/20	60/20	50/20	120/20
	d. Corner lot	100	100	100	100	77 75	65	50	
4.	Minimum lot depth (linear feet)	120	100	100	100	100	100 90	100 90	100
	Alternative minimum if net area met					75	75		
5.	Minimum front yard setback (linear ft.)								
	a. Minimum except as provided for in b and c	20	20	20	20	18	18	20	
	b. Single-story side-on garage	20	20	20	20	15	15	20	
	c. Average of homes on one side of the street in a block	20	20	20	20	20	20	20	
6.	Minimum rear yard setback (linear ft.) including detached garages and outdoor patios	20	20	20	20	15	10	3	
	a. Principal and accessory structures except detached garages and outdoor patios	20	20	20	20	15	15	10	20
	b. Detached garages	20	20	20	20	15	15	3	20
	c. Outdoor patios	20	20	20	20	10	5	3	10

SINGLE FAMILY ZONES GENERAL DEVELOPMENT STANDARDS									
	ZONE	R-AR	R-1-40	R-1-20	R-1-10	R-1-7.2	R-1-6	R-1-D	R1-H
7.	Minimum side yard setback (linear ft.)								
	a. Interior side yard ^{*d}	40 15	40 15	40 15	40 15	5	5	5	10
	(1) One story Building separation	--	--	--	--	15	--	--	
	(2) Two story								
	Minimum separation of 2 nd floors								
	b. Street side	40 15	40 15	40 15	40 15	10	10	5	15
8.	Maximum lot coverage (percent)								
	a. One story	40	40	40	40	65 45	65 50	65	40
	b. Two stories	40 35	40 35	40 35	40	45 40	45	45	40
	Ten percent of the remaining area shall be in landscaping.								
9.	Maximum structure height (linear feet)	35	35	35	35	35	35	35	40
	See subsection 90-315(d) for exceptions Maximum stories	2 stories	2 stories	2 stories	2 stories	2 stories	2 stories	2 stories	3 stories
10.	Minimum building area, excluding the garage and carport (square feet) livable area (square feet)	900 1,200	1,200	1,200	1,200	900 1,200	900 1,200	900 1,200	1,600
11.	Design standards	Pursuant to Sec. 90-315							
12.	Fencing and wall requirements	Pursuant to Sec. 90-316							
13.	Landscape requirements	Pursuant to Sec. 90-317; Article XLVIII							
14.	Accessory Structures Non-Dwelling	Pursuant to Sec. 90-320							
15.	Secondary Dwelling Units	Pursuant to Sec. 90-321							
14 16	Parking required	(See Pursuant to Article XL							
12 17.	Signing permitted	See Pursuant to Article XXXVI							
18.	Hillside development	Pursuant to Article XII							

* Footnotes:

- a. Notwithstanding Chapter 90, Division 2, any residential structure legally permitted and constructed in compliance with the zoning requirements at the time of construction, may be maintained, repaired, or reconstructed in compliance with an applicable specific plan or the development standards as adopted at the time of original construction.
- b. Does not apply to accessory dwelling units in compliance with subsection 90-315(g).
- c. Average is of all homes on one side of the street in a block.
- d. The side yard may be reduced behind the rear main building line to not less than five feet for open patios and similar open structures, pool equipment and swimming pools. Swimming pools may be located within the rear yard setback up to, but no closer than, five feet to the rear property line. Associated swimming pool equipment, features, and structures less than 42 inches in height may be located in the reduced setbacks. If the side yard is used for storage of any vehicle the side yard shall be

paved with concrete cement a minimum of three and one-half inches thick. The minimum area as shown in Figure 1 below shall be landscaped.

(Ord. No. 1552, § 2; Ord. No. 1581, § 2; Ord. No. 1653, § 1; Ord. No. 1748, § 3)

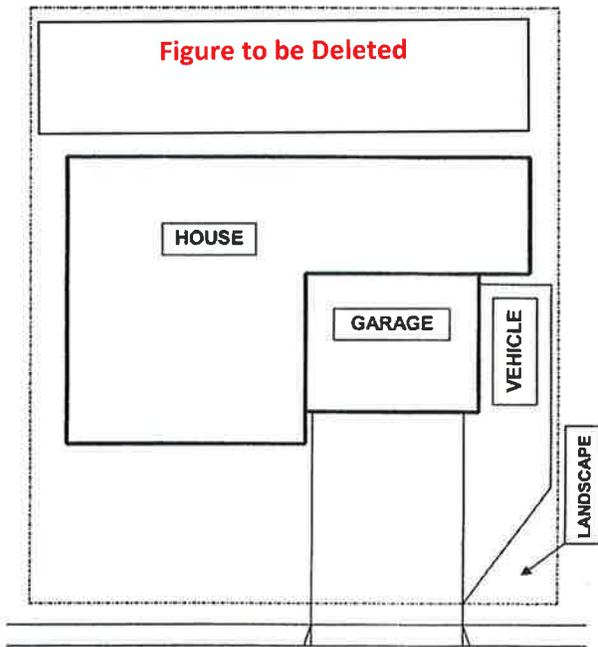


Figure 1

- (f) *Allowed projections into setback areas:* Maximum allowed projections shall be as follows, except that in all instances a minimum 36-inch wide passageway shall be maintained adjacent to the primary structure. The passageway shall be free of any obstructions including fences, mechanical equipment, and storage containers.

Projecting Feature	Front Setback Area	Side Setback Area	Rear Setback Area
Cornices, eaves, roof overhangs, brackets, bay, windows and similar features	30 inches	30 inches	30 inches
Belt courses, sills, ornamental moldings, pilasters, and similar features	6 inches	6 inches	6 inches
Chimneys, fireplaces, attached barbeques	24 inches	24 inches	24 inches
Awnings and canopies	4 feet	25% of setback area	4 feet
Uncovered, unclosed stairways or balconies	3 feet	Not Permitted	3 feet
Covered, enclosed stairways, balconies, decks, or porches	Not permitted in the required setback area.		
Patios and patio covers	Pursuant to the setback requirements of the zone.		

Sec. 90-315. Site development requirements

- ~~(a) Single-family dwelling standards, including manufactured homes certified under the National Manufactured Housing Construction and Safety Standards Act of 1974 on permanent foundations, in any zone. The following standards shall be met for any single-family dwelling in any zone:~~
- ~~(1) Exterior siding shall be of brick, wood, stucco, metal, concrete or other similar material. Glossy, reflective, polished and roll-formed type metal siding is expressly prohibited unless this requirement is modified pursuant to subsection (b) of this section.~~
 - ~~(2) Eave overhangs shall be at least 12 inches up to a maximum of 30 inches.~~
 - ~~(3) [Reserved].~~
 - ~~(4) The minimum dwelling unit width shall be 20 feet.~~
 - ~~(5) The floor elevation of the dwelling units shall be as close as possible to grade level of the lot, while still permitting good drainage of water away from the dwelling unit.~~
 - ~~(6) An enclosed storage area of not less than 175 cubic feet of interior area shall be provided within the garage or carport in the form of a loft or other usable area set aside specifically for storage purposes. This standard shall also apply to new garages or carports.~~
 - ~~(7) Modifications: The city council may, without conducting a public hearing, approve a modification to the standards required in subsections (a)(1) through (6) of this section. In approving a modification, the city council shall find as follows:
 - ~~a. That such modification will enhance the architectural compatibility of the proposed dwelling with existing dwelling in the surrounding area.~~
 - ~~b. That such modification will enhance the public health or safety or is necessary to comply with other applicable regulations.~~~~
- (a) In addition to the requirements of this article, the approving authority shall consider the following:
- (1) The integration of natural features into the site plan, where appropriate, including rock formations, streambeds, unique vegetation, and hillsides.
 - (2) The use of grading and landscape design to enhance visual interest, reduce conflicts between land uses, accommodate drainage and treatment, and improve stormwater management.
 - (3) The incorporation of sustainable land use and community design practices into site design including walkable neighborhoods, sense of place, preservation of open space, and crime free environmental design.
- (b) No manufactured home shall be installed on a lot zoned for single-family dwellings if more than ten years has elapsed between the date of manufacture of the manufactured home and the date of the application for the permit to install the manufactured home in the subject zone. This exclusion shall not apply to legally permitted manufactured homes converting from a pier foundation system to a permanent foundation system.

- (c) Single-Family Residential Design Guidelines that are established by resolution of the City Council provide examples of design solutions to code requirements and are applicable to all new single-family residential projects to complement the mandatory standards contained in this article. Where there is a conflict or lack of clarity, the provisions of this article shall apply.
- (d) Single-story dwelling supplemental requirements in projects of five or more lots.
 - a. A minimum of 25 percent of the units in a tract/project shall be one-story dwellings.
 - b. Only units having a minimum 15 percent one story element shall be plotted on corner lots.
- (e) Architectural supplemental requirements in projects of two or more lots.
 - a. The design of infill projects shall be compatible with adjoining neighborhoods in terms of massing, building heights, setbacks, and architectural style.
 - b. Architectural trim features such as window moldings, recessed windows, shutters, or similar features shall be provided on all front, side, and rear facades, which are visible from public view.
 - c. At least 25 percent of any front and side façade shall be of a different building material to provide contrast. This requirement is waived for architectural styles that dictate uniformity of building materials.
 - d. Alternative garage orientations and variations in front yard setbacks shall be incorporated into project design.
- (f) Site design supplemental requirements in all single-family residential projects.
 - a. Front yard design is subject to the City's landscape design standards.
 - b. Private rear yard open space. A minimum flat, useable rear yard area is required in square footage equal to five percent of lot area.
 - c. Trash collection area. A concrete pad with a minimum size of 3 feet by 10 feet shall be provided in the rear side yard adjacent to a minimum 42-inch wide walkway to the front driveway or sidewalk to accommodate the trash bins and shall be screened from public view. For alley collection, other options may be provided.

Sec. 90-316. Walls, Fencing, and Screening

- ~~(f) Walls, fencing, screening and landscaping.~~ This section provides for the regulation of location and height of walls, fencing, screening and landscaping so as to allow the enjoyment of the use of the property and the safety of persons using sidewalks and streets related to the property.
 - (a) ~~(4)~~ *Fencing generally.* Walls, fences, screening and hedge planting up to a maximum of six feet in height, measured from the higher of the two finished grades adjoining the wall or fence, any be permitted in any required yard, or along the edge of any yard.
 - (1) a. Walls, fences, screening or hedge plantings in any required front yard shall be a maximum of 42 inches in height when measured from the adjacent sidewalk or street, unless expressly permitted by other applicable sections of this chapter.

- (2) b. On a corner lot a wall, fence or hedge up to six feet in height may be located parallel to the edge of the sidewalk on the street side yard adjacent to the lot, whether the sidewalk area is monolithic or has a planted parkway.
 - (3) e. On corner lots the corner cutback area shall be free and clear of visual obstructions in excess of 42 inches in height. The corner cutback shall be defined by a line on a horizontal plane connecting two points along the front and street side property lines and forming a triangle. These points shall be measured 30 feet back from the intersection of the prolongation of the front and street side property lines.
 - (4) d. On lots where the driveway is adjacent to the rear yard of a neighboring lot the corner cutback area shall be free and clear of visual obstructions of 42 inches in height. The cutback lines shall be determined by measuring from the projection of the coterminous front and rear property line ten feet along the inside edge of the sidewalk and ten feet back from the street connecting the two points forming a 45-degree triangle.
- (b) **Wall and fencing supplemental requirements in projects of 5 or more lots.**
- (1) *Perimeter fencing.* All perimeter fencing adjacent to the public right-of-way shall be decorative block, textured concrete or stucco with pilasters and caps and/or other material consistent with any adopted policy, guideline or standard in effect at time of approval. Wrought iron view fences are also permitted with pilasters and caps. Chain link fencing is prohibited.
 - (2) *Interior lot fencing.* Interior lot line fencing shall be comprised of masonry block, vinyl, wood, or other materials that comply with any adopted policy, guideline, or standard in effect at the time of approval.
 - (3) *Gates.* Gates and front yard returns visible to the public right-of-way shall be comprised of painted or stained wood, vinyl, wrought iron or tubular steel, or other materials that comply with any adopted policy, guideline, or standard in effect at the time of approval. Chain link gates are prohibited.
 - (4) A six-foot high masonry wall shall be constructed along the perimeter of any lots that are placed adjacent to an existing church, school, commercial use, or public facility.
- (c) (2) *Swimming pool fencing.* Swimming pools shall be entirely enclosed by buildings fences or walls. The fence or wall shall be at least a minimum of five feet above grade level immediately adjacent thereto, and shall be equipped with self-latching gates or doors, with the latching device not less than four feet above the ground. Prior to filling the pool the required fencing or walls must be in place and approved by the city building department.
- ~~(3) When a church, school, or college, or public facilities are adjacent to a A or R zone a solid six-foot masonry wall shall be constructed on the adjoining A or R zone property line. A ten-foot landscaped area adjacent to the wall shall also be installed and maintained on the church side of the wall. The landscaping shall consist of plant material, including a minimum 15-gallon evergreen trees planted on 20-foot centers.~~

(Ord. No. 1581, § 2; Ord. No. 1653, § 1; Ord. No. 1675; Ord. No. 1684, § §§ 1—5; Ord. No. 1748, § 3)

Sec. 90-317. Landscaping

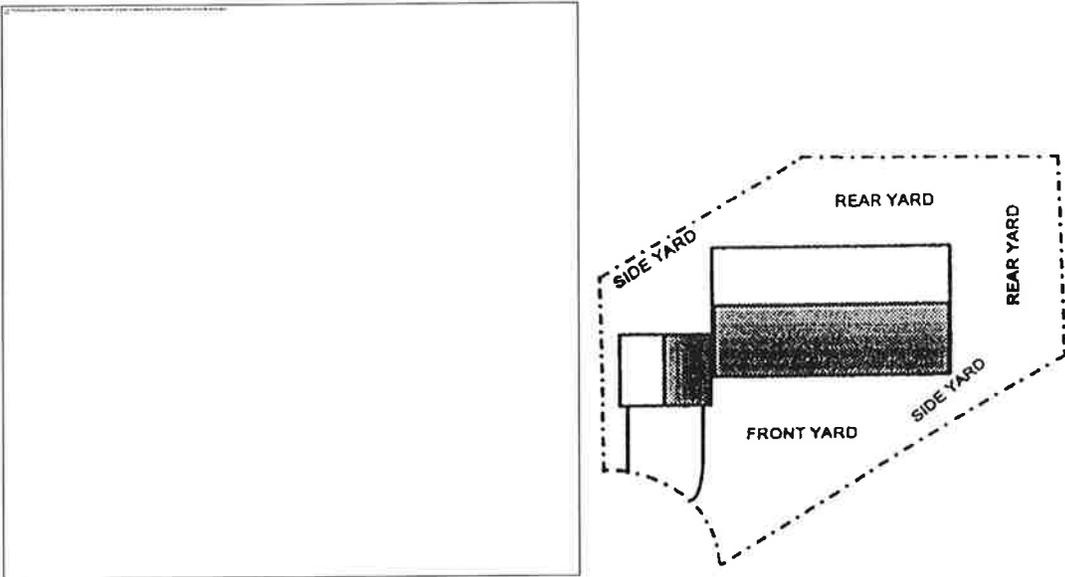
- (a) All new development must comply with the provisions of article XLVIII of this chapter.
- (b) Landscape guidelines that are established by resolution of the City Council provide examples of landscaping solutions to code requirements and are applicable to all new single-family residential projects to complement the mandatory standards contained in this article and article XLVIII. Where there is a conflict or lack of clarity, the provisions of this chapter shall apply.
- (c) Landscaping on existing single-family residential properties is subject to the following minimum standards:
 - (1) All areas in the front or side yard setback visible from the public right-of-way and not covered by structures, driveways, or hardscape shall be landscaped.
 - (2) Parkways, located between the curb and the sidewalk, are the responsibility of the property owner and shall be landscaped and maintained.
 - (3) Appropriate landscape includes drought tolerant plants, groundcover, bushes, and trees or a combination of living and non-living groundcover such as decorative rock, bark, artificial turf, or decomposed granite.

Sec. 90-318. Measurement of yards.

~~(b) Measurement of yards.~~

- (a) (1) A required yard or other open space around an existing or proposed building shall not be used to meet a required yard or other open space for any other building on an adjoining lot or building site.
- (b) ~~(2)~~ — Garage doors shall not, when open or being opened, project beyond any lot line.
- (c) ~~(3)~~ On most lots the required yards shall be as defined in [section 90-4](#). On lots of unusual shape the director shall determine the front, rear and side yard areas based upon the location of the entrance to the house, the address of the house, the floor plan of the house, the slope of the lot, and other similar considerations. The yards shall be indicated on a site plan and maintained on file along with the building permit, see Figure 21 below.

Figure-2 1



(4)(d) On lots at the terminus of a cul-de-sac street and lots on the knuckle of a street the required setbacks of this section 90-314A shall be an average of the closest and furthest setback from the proposed building. For example if the closest side yard setback is five feet the furthest side yard setback on that same side is 15 feet, the average setback would be ten feet. In no case shall the required yard be less than five feet, see Figure 3 2below.

Figure 2

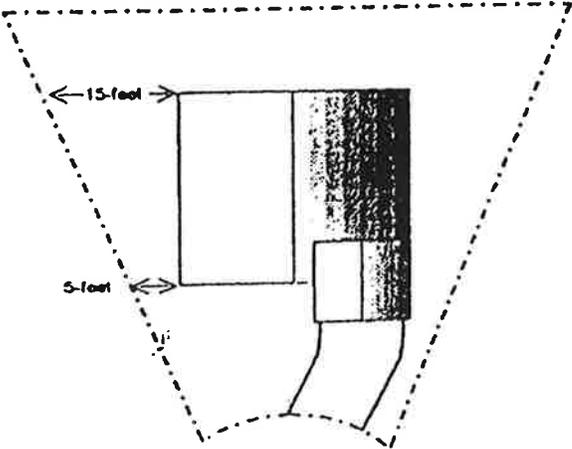


Figure 3: Private-Open-Space

(e) Building projects into yards.

- ~~(1) Cornices, eaves, belt courses, sills, canopies, chimneys, bay windows or other similar architectural features may extend or project into a required yard of the zone up to 30 inches.~~
- ~~(2) Open, unenclosed porches, platforms or landing places not covered by a roof or canopy, which do not extend above the level of the first floor of the building, may extend or project into any required front, side or rear yard, or into a court, six feet. A 42-inch high openwork railing may be installed or constructed on any such porch, platform or landing space.~~
- ~~(3) Open, unenclosed stairways or balconies, not covered by a roof or canopy, may extend or project into a required rear yard three feet, and such balconies or stairway may extend into a required front yard not more than the required exit dimension.~~
- ~~(4) The director may allow additions to an existing, legally constructed structure, sited in accordance with the laws and setbacks in effect at the time of the construction, within the currently required front, side, and/or rear setback. The building addition shall not exceed 50 percent of the floor area of the existing structure. For additions in the front yard, the building shall occupy no more than 25 percent of the lineal frontage of the existing building. The director shall deny any addition when it has been determined to be harmful to the health and safety of the resident or the area. In no case shall any addition be closer than 15 feet to the ultimate street right of way. The addition shall not exceed the coverage requirements of the zone.~~

Sec. 90-319. Height Measurement and Height Limit Exceptions.

~~(d) Height exceptions.~~

- ~~(a) Maximum height shall be measured as the vertical distance from the finished grade to an imaginary plan located parallel to the finished grade at a height allowed by the zone.~~
- ~~(1)(b) Structures permitted above a specified height limit may be erected follows: Structures or walls for the housing of elevators, stairways, tanks, ventilating fans or similar structures, skylights, towers, steeples, flagpoles, chimneys, smokestacks, wireless masts, radio and television masts, water tanks, silos or similar structures, provided that no roof structure, as listed in this subsection, or any space above the height limit specifically prescribed for particular zones, shall be allowed or used for the purpose of providing usable floor space in excess of that reasonably required to maintain such structures and shall not be used for signage.~~

Sec. 90-320. Accessory Structures (Non-Dwelling).

~~(g) Accessory buildings.~~

- ~~(a) An accessory structure is as defined in Sec. 90-4. An accessory structure greater than 120 square feet is required to obtain a building permit.~~
- ~~(1)(b) Accessory structures shall meet the required setbacks and lot coverage maximum of the zone in which they are located with the following exception: Except that, Accessory structures less than 120 square feet in area and less than eight feet in height which are not permanently affixed to the ground may be located as close as three feet to interior side or rear property lines. In no instance shall any accessory structure be placed closer to the front property line than the principal structure.~~

- ~~(2)(c)~~ The total area of all accessory structures shall not exceed 50 percent of the floor area of the principal structure. ~~Except that,~~ On lots larger than one acre, accessory structures may be constructed in excess of 50 percent of the principal structure upon review by the planning commission **and subject to the following criteria:**
- (1) The accessory structure is otherwise consistent with the regulations of the zone in which it is located;
 - (2) The accessory structure is not detrimental to the public health, safety and welfare particularly that of adjacent properties; and
 - (3) The accessory structure does not detract from the residential character of the surrounding neighborhood.
- ~~(3)(d)~~ Accessory structures shall not exceed the **following height limits:** ~~height of the principal structure.~~
- (1) Garage, carport, portable covers: 20 feet
 - (2) Gazebo, greenhouse, playhouse, outdoor play equipment, stationary barbeque, storage shed, stationary compost bin, and other accessory structures: 15 feet.
 - (3) Structures located within 5 feet of a side yard or rear yard property line: 8 feet.
- ~~(4)(e)~~ Accessory structures shall be architecturally compatible with the principal structure, ~~except that~~ **and adhere to the following criteria:**
- ~~(a)~~ For accessory structures under 120 square feet, compatibility shall be limited to the structures' primary color;
 - ~~(b)~~
 - (1) For accessory structures over 120 square feet, compatibility shall include the structures' primary color and construction materials; ~~and~~
 - (2) A garage installed in conjunction with a manufactured home shall be frame-constructed (e.g., wood, engineered wood, or structural steel) on a permanent concrete foundation;
 - ~~(e)~~
 - (4) For portable carports and/or RV covers, compatibility shall be limited to the structures' primary color.
- ~~(5)~~ Where ~~planning commission review is required,~~ the planning commission shall review the project and shall either approve it as submitted, approve it subject to conditions, or deny it based on the following criteria. The accessory structure: a) is otherwise consistent with the regulations of the zone in which it is located; b) is not detrimental to the public health, safety and welfare particularly that of adjacent properties; and c) does not detract from the residential character of the surrounding neighborhood.
- ~~(6)(f)~~ All accessory structures shall be screened to the maximum intent possible with landscaping, fencing, or combination thereof, so as to minimize visual impacts from adjacent rights-of-way and from adjoining properties.

Sec. 90-321. Secondary Dwelling Units

~~(g)~~ ~~Accessory dwelling units including "granny flats" and "second units".~~ Accessory **Secondary** dwelling units shall be permitted in all **RR and R-1** zones subject to the following procedures and criteria.

~~(1)(a)~~ Procedures. An ~~accessory~~ **A secondary** dwelling unit:

- a.1. Shall be permitted ministerially without discretionary review; and
 - b.2 Shall be approved only if the unit meets all of the criteria listed in **this** subsection ~~90-315(g)(2)~~.
- (2)(b) Criteria. ~~Notwithstanding subsection 90-315(a)~~, **In addition to the other provisions of this chapter, an accessory a secondary** dwelling unit shall meet all of the following criteria.
- a. ~~An accessory dwelling unit shall only be located on a lot that has a net lot area equal to or greater than 130 percent of the minimum net lot area of the zone in which it is located.~~
 - b.1. ~~An accessory~~ **A secondary** dwelling unit shall only be located and maintained on a lot with an existing owner-occupied single-family residence. At such time as the principal dwelling unit is no longer owner occupied, the use of the ~~accessory secondary~~ dwelling unit as a separate dwelling unit shall cease.
 - 2. **The secondary dwelling unit may be either attached to principal unit, wholly or partially integrated into the primary unit, or detached from the principal unit**
 - c. An accessory dwelling unit shall not be permitted on a lot with more than one existing dwelling unit.
 - d.3 No more than one ~~accessory secondary~~ **secondary** dwelling unit **including guesthouse, granny flat or other living quarters** shall be permitted on a single lot.
 - 4. **A lot having a secondary dwelling unit may not be subdivided in a manner that would allow for the principal dwelling unit and the secondary dwelling unit to be located on separate lots that do not meet the development standards required by the underlying zone.**
 - 5. **Secondary dwelling units shall be limited to studio or one-bedroom units and one bathroom.**
 - e.6 The floor area of ~~an accessory~~ **a secondary** dwelling unit shall not exceed 30 percent of the floor area of the principal dwelling unit.
 - f.7 The lot upon which ~~an accessory~~ **a secondary** dwelling unit is to be located shall comply with all standards of the zone in which it is located. **No variances shall be granted to accommodate the second unit.**
 - g.8 ~~An accessory~~ **A secondary** dwelling unit shall be architecturally compatible with the principal dwelling unit. Compatibility shall be based on the architectural style, construction materials, and primary color, of the principal dwelling unit.
 - h.9 ~~An accessory~~ **A secondary** dwelling unit shall not exceed the height of the principal dwelling unit.
 - i.10 ~~An accessory~~ **A secondary** dwelling unit shall comply with the required **landscape and** setbacks of the zone in which it is located. In addition to the required setbacks, a second unit shall not be located closer to the front property line than the principal dwelling unit.
 - j. ~~The floor area of a second unit shall be subject to the limitation of allowable total area of accessory structures for the lot on which it is located as specified in subsections 90-315(d) and 90-385(d)~~.
 - k.11 ~~An accessory~~ **A secondary** dwelling unit shall provide one parking space **on the same lot as the secondary unit** ~~per bedroom in a garage or carport. Said parking~~

space(s) shall be in addition to the spaces required for the principal dwelling unit and shall otherwise meet the requirements of Hemet Municipal Code, Chapter 90, Article XL.

- l.12 The applicant for an ~~accessory~~ a secondary dwelling unit shall be the owner of the principal dwelling unit.
- m.13. An accessory dwelling unit may not be metered separately from the principal dwelling unit for gas, electricity, and water/sewer services and may not be sold separate and apart from the principal dwelling unit.
- n.14. Prior to the issuance of a building permit for an accessory dwelling unit, a covenant of restriction to run with the land, shall be recorded which specifies that the use of the ~~accessory~~ secondary dwelling unit as an independent dwelling unit may continue only as long as the conditions on the lot remain in compliance with the criteria listed in this section and the ~~accessory~~ secondary dwelling unit may not be sold separate and apart from the principal dwelling unit.
- e.15 An ~~accessory~~ secondary dwelling unit shall not cause the level of traffic, water, or sewer service to drop below the minimum standards established in the city's general plan.
- p.16 This section shall not validate any existing illegal accessory dwelling unit. An application for an ~~accessory~~ a secondary dwelling unit may be submitted to convert an illegal accessory dwelling unit to a conforming legal ~~accessory~~ secondary dwelling unit; however, the standards and requirements for said conversion shall be the same as for a newly proposed ~~accessory~~ secondary dwelling unit.

Sec. 90-316. Hillside development.

(a) ~~Density. The maximum density on any parcel to which this sections applies shall not exceed the units per acre for each of the average percent slope ranges indicated below.~~

Average Slope (%)	Units Per Acre
0 to 15	2.0
15+ to 25	1.0
25+ to 30	0.5
30+ and above	0.1

(b) ~~Density transfer. Within a project having the Hillside zone, a density transfer may be granted when permitted development is transferred from one slope category to a lower slope category. In consideration for such a transfer of development, the allowable density~~

~~of the lower slope category may be increased by 50 percent. For example, if density/development is transferred from the 25 percent to 30 percent slope category (from the above table) to the next lower category (15 percent to 25 percent), the allowable density of the lower category, 1.0 dwelling units per acre, may be increased to 1.5 units per acre. Similarly, if development is limited from the 30 percent and above slope category and transferred to the zero percent to 15 percent slope category, the allowable density may be increased by 50 percent, or from two units per acre to three units per acre.~~

~~In no situation shall the total number of units permitted for any project exceed the number of units that would have been permitted without any transfer of density.~~

~~Areas from which density is transferred shall be restricted from future development in an appropriate manner.~~

~~(c) *Development performance standards.* The following minimum performance standards are required for any development in the R-1-H (Hillside) zones:~~

~~(1) *Soils/grading.*~~

- ~~a. Grading of any site shall conform to the following grading standards, based upon the percent of natural slope. The city engineer shall review the proposed grading with respect to the following:
 - ~~1. 0–15 percent. Redistribution of earth over large areas may be permitted.~~
 - ~~2. 15+–25 percent. Some grading may occur, but landforms must retain their natural character. Padded building sites may be allowed, but custom foundations, split level designs, stacking and clustering is expected to mitigate the need for large padded building areas.~~
 - ~~3. 25+–30 percent. Limited grading may occur, however, major topographical features shall retain their natural landforms. Special hillside architectural and design techniques are expected in order to conform to the natural land form, by using techniques such as split level foundations of greater than 18 inches, stem walls, stacking and clustering.~~
 - ~~4. Greater than 30 percent. Development and limited grading can only occur in this category if it can be clearly demonstrated that safety, environmental, and aesthetic impacts will be avoided. Use of larger lots, variable setbacks and variable building structural techniques such as stepped or pole foundations are expected. Structures shall blend with the natural environment through their shaped, materials and colors. Impact of traffic and roadways is to be minimized by following natural contours or using grade separations.~~~~
- ~~b. Grading shall be designed to:
 - ~~1. Conserve natural topographic features and appearances by means of land sculpturing to blend graded slopes and benches with natural topography.~~
 - ~~2. Retain major natural topographic features such as canyons and prominent landmarks.~~
 - ~~3. Graded slopes over 25 feet in height and over 100 feet in length shall be contour graded. A variety of slope ratios (i.e. 2:1, 3:1, 3.5:1, 5:1, etc.) shall be used to blend graded slopes into the adjoining natural terrain.~~
 - ~~4. Terracing shall be designed with small incremental steps, avoiding wide step terracing and large areas of flat pads.~~~~

- ~~c. All graded areas shall be protected from wind and water erosion through acceptable slope stabilization methods such as planting, walls, or netting. Interim erosion control plans shall be required, certified by the project engineer, and reviewed and approved by the city engineer.~~
- ~~d. Slopes created by grading of the site shall not exceed 50 percent or 2:1, without a soils report and stabilization study indicating a greater permissible slope; or shall not exceed 30 feet in height between terraces or benches.~~

~~(2) Water/drainage.~~

- ~~a. On-site catch basins or siltation basins, as well as energy absorbing devices, may be required as a means to prevent erosion as well as to provide for ground water recharge.~~
- ~~b. Natural drainage courses should be protected from grading activity.~~
- ~~c. Where brow ditches are required, naturalize with plant materials and native rocks.~~
- ~~d. All benchdrains (interceptors) and downdrains shall be constructed to match the natural contours of the lands.~~
- ~~e. Downdrains on manufactured slopes shall be staggered between terrace drains to be less obtrusive.~~
- ~~f. Maximum coverage of a parcel by impervious surfaces shall not exceed 40 percent of the gross land area, and such maximum may be reduced by the planning director in areas where the slope exceeds 15 percent.~~

~~(3) Animal and plant life.~~

- ~~a. Areas of a site which are identified in the environmental study as having biological significance shall be preserved.~~
- ~~b. Natural vegetation shall be maintained wherever possible. If removal is required, re-establishment of a compatible plant material will be required at a ratio of at least 2:1.~~
- ~~c. All exposed slopes and graded areas shall be landscaped with groundcover, shrubs, and trees.~~
- ~~d. Existing mature trees shall be incorporated into the project where feasible.~~
- ~~e. Water and energy conservation techniques shall be utilized, such as special irrigation techniques (e.g., drip irrigation), drought tolerant plant species, alluvial rockscape, etc.~~
- ~~f. Wherever possible, fire resistant native vegetation shall be preserved and planted.~~
- ~~g. Introduction of landscaping within the hillside areas should make maximum use of texture, color, and be capable of blending in with the natural landscape, and help to soften the effects of buildings, walls, pavement, and grading. Irregular tree and shrub spacing shall be used to achieve a natural appearance on graded slopes.~~
- ~~h. With the exception of landscaping for street parkways, trees and shrubs shall be placed in swale areas to more closely reflect natural conditions.~~
- ~~i. Screening along roadways should make maximum use of berming and landscaping but shall not interfere with sight distance.~~

- ~~j. Landscaping and berming shall be used to screen views of all benchdrains and downdrains.~~
 - ~~k. Planting in riparian areas shall be kept as close as possible to their natural state. Ornamental plants and the introduction of non-native species should be avoided.~~
 - ~~l. The keeping of pigs, pigmy goats, miniature horses, and other similar small animals shall be limited to two per acre in areas that are determined to be of biological sensitivity.~~
- (d) ~~Structure design guidelines. Structural design and construction for wildland interface areas is found under section 14-420~~
- ~~(1) Dwelling units and structures shall be compatible with the natural surroundings of the area and shall not dominate the natural environment.~~
 - ~~(2) Exterior finishes of dwelling units and structures should blend in with natural surroundings by using earth tone colors and avoiding reflective materials or finishes and be of fire resistive materials.~~
 - ~~(3) Site design should utilize varying setbacks, building heights, innovative building techniques, and building and wall forms which serve to blend buildings into the terrain.~~
 - ~~(4) Dwelling units and structures shall be sited in a manner that will:
 - ~~a. Retain outward views from each unit;~~
 - ~~b. Preserve or enhance vistas, particularly those seen from public places;~~
 - ~~c. Preserve visually significant rock outcroppings, natural hydrology, native plant materials, and areas of visual or historical significance.~~~~
 - ~~(5) The highest point of any structure shall not be located above the ridgeline.
 - ~~a. Use the natural ridgeline as a backdrop for structures;~~
 - ~~b. Use landscape plant materials as a backdrop; and~~
 - ~~c. Use the structure to maximize concealment of cut slopes.~~~~
 - ~~(6) Accessory buildings. Detached accessory buildings which do not have solid exterior walls (carports, patio covers, etc.) shall have supporting members of heavy timber or be constructed with materials approved for one hour construction.~~
 - ~~(7) Decks and patios. Decks, balconies, roof overhangs, attached patio covers, and similar architectural features shall be protected on the underside with materials approved for one-hour resistive construction per the requirements found in section 14-420~~
 - ~~(8) Retaining wall/fences.
 - ~~a. Retaining walls shall be used in the following manner:
 - ~~1. Upslope not exceeding six feet in height.~~
 - ~~2. Downslope not exceeding 42 inches in height may be used.~~
 - ~~3. Lots sloping with the street of access or other conditions. One retaining wall on each side of the lot may be used not exceeding 42 inches in height.~~
 - ~~4. Retaining walls adjacent to driveways walls being an integral part of the structure may exceed six feet in height if necessary.~~~~~~

- ~~5. All retaining walls, visible from the public right-of-way shall be constructed of decorative block materials and be of earth-tone colors to minimize visibility.~~
 - ~~b. Exposed retaining walls facing roadways shall be not greater than five feet in height.~~
 - ~~c. Where retaining walls face roadways, they shall be faced with aesthetically pleasing materials (e.g. split face block, etc.).~~
 - ~~d. Precision block walls, wood and chainlink fencing are specifically prohibited for use in hillside developments in relation to perimeter fencing or retaining walls.~~
 - ~~e. Interior fencing along property lines shall be constructed of decorative masonry block, wrought iron with pilasters that are of similar architecture to the buildings, or other non-combustible materials approved by the planning director.~~
 - ~~f. Coated chain link fencing may be allowed to enclose tennis courts but must of a material and color that is approved by the planning director.~~
- ~~(9) Circulation. The intent of this section is to reduce the visual impacts created by hillside roadways, yet provide safe circulation. Roadways shall conform to the standards specified for development for wildland interface areas in section 14-418~~
- ~~Roadways should conform to the natural hillside landform and not greatly alter the physical and visual character of a hillside by creating large notches in ridgelines or by defining wide straight alignments. The following circulation standards and policies shall be implemented for all new hillside projects:~~
- ~~a. Single loaded streets are recommended on steep terrain where it can be demonstrated that the overall grading for the project can be reduced.~~
 - ~~b. All hillside development shall have two points of access to provide a safe ingress and egress for hillside developments. This is not applicable to cul-de-sacs that are less than 350 feet in length.~~
 - ~~c. Street grades shall not have slopes greater than those allowed in subsection 14-418(g). Generally eight percent maximum is allowed in areas of extreme fire hazard.~~
 - ~~d. Street rights-of-way widths can, for hillside development, be reduced from the city's general standards when the city engineer and fire chief determine that their implementation will not be hazardous to the public safety.~~
 - ~~e. Roadway design, wherever practical, be parallel or diagonal to the existing hillside contours. Roads shall be curvilinear fashion and blend in with the existing topographical slopes. Circulation plans for hillside development shall be designed to minimize both their visual and grading impacts.~~
 - ~~f. Private driveways may provide access to a public street of up to two units per driveway. Such driveways shall have a minimum paved width of 25 feet and a maximum slope of 14 percent. Any drives exceeding 12 percent slope may not exceed 600 feet in length.~~
- ~~(10) Fuel modification. A permanent fuel modification area shall be required for the perimeter of development projects that are located in the hillside zones. Specific requirements are contained in section 14-421 (landscaping and perimeter).~~

~~The recommended width of the fuel modification areas shall be determined by the fire chief, but in not case shall it be less than 100 feet in width as measured from the development perimeter. The width of the fuel modification area shall be determined by the following:~~

- ~~a. The natural ungraded slope of the lands with the project and in areas adjacent to the project.~~
- ~~b. Fuel loading.~~
- ~~c. Access to the project and access directly to the fuel modification area, and~~
- ~~d. The on-site availability of water than can be used for fire fighting purposes.~~

~~The fuel modification areas shall also incorporate soil erosion and sediment control measures to alleviate permanent scarring and accelerated erosion.~~

~~(11) Water supply. All development shall be provided with adequate water supply according to the requirements set forth in section 14-419 (water supplies).~~

~~(e) Submittals. Applications for development of property with in the R-1-H (Hillside) zones shall be submitted for site development plan review pursuant to article XLI of the Hemet Code. In addition to the items specified in article XLI, the applicant shall submit the following:~~

- ~~(1) A topographic map of the project site and land and structures within 100 feet of the project boundaries. The map shall be drawn to a scale of not less than one inch equals to 100 feet with a maximum contour interval of ten feet. The maximum contour interval shall be five feet where terrain has a slope of less than 25 percent.~~
- ~~(2) A site plan of the proposed project showing property lines, recorded or proposed easements and public rights-of-way. Existing structures within 100 feet of the site shall also be shown on the site plan.~~
- ~~(3) A preliminary grading plan for the project, drawn to the same scale as required above. Existing and final slope shall be shown in the following categories: 0-15%; 15+ 25%; 25+ 30%; 30+%.~~
- ~~(4) A soils engineering report including data regarding the nature, distribution and strengths of existing soils, conclusions, and recommendations for grading procedures, design criteria for and identified corrective measures, and opinions and recommendations regarding existing conditions and proposed grading. The investigation and report shall be performed by a professional soils engineer experienced in the practice of soil mechanics and registered with the State of California.~~
- ~~(5) A hydrology report shall be provided including areas of possible inundation, downstream effects, natural drainage courses, conclusions, and recommendations regarding the effect of hydraulic conditions on the proposed development, opinions and recommendations regarding the adequacy of facilities proposed for the site, and design criteria to mitigate identified hydraulic hazards. This report shall account for runoff and debris from tributary areas and shall provide consideration for each lot or dwelling unit site in the development. Runoff and debris volumes shall be computed using County of Riverside Flood Control District criteria. This investigation and report shall be prepared by a registered civil engineer experienced in hydrology and hydraulic investigation.~~

- ~~(6) A preliminary landscaping plan showing disposition of existing trees, and the type and extent of proposed vegetation. The method of open space maintenance shall also be identified.~~
- ~~(7) A geotechnical study shall be provided including the surface and subsurface geology of the site, degree of seismic hazard, conclusions and recommendations regarding the effect of geologic conditions on the proposed development, opinions and recommended design criteria to mitigate any identified geologic hazards. This investigation and report shall be performed by a professional geologist experienced in the practice of engineering geology and registered with the State of California.~~
- ~~(8) A landform study shall be provided with a site inventory and map identifying existing landforms shall be submitted for the project including the following:~~
- ~~a. All U.S.G.S. blue-line streams, springs, perennial and intermittent streams with drainage areas that are 50 acres or greater at or above the project site.~~
 - ~~b. Rock outcroppings that are greater than 300 square feet in surface area.~~
 - ~~c. Classification of "grading zones" that are identified in subsection 90-316 (a) of this section.~~
 - ~~d. Identification of primary and secondary ridgelines.~~
 - ~~e. Identification of the most prominent topographical features of the project site. This identification is relative to each project site and should include any ridges, peaks, knolls and any other similar types of features.~~
- ~~(9) A biological survey shall be submitted. This survey shall inventory both flora and fauna found at the site. All endangered, threatened or rare species shall be identified. Survey shall be conducted by a qualified biologist selected from then approved listing maintained by the planning department.~~
- ~~(10) Other information or applications materials as may be deemed necessary or desirable by the planning director such as archaeology, paleontology, and visual analysis studies.~~
- ~~(Ord. No. 1653, § 1, 10-9-01)~~

Sec. 90-322 - Appeals.

Appeal of a decision of the planning commission or the community development director or designee may be made pursuant to section 90-48(6).

Secs. 90-317~~323~~—90-350. Reserved.

FOOTNOTE(S):

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Editor's note— Ord. No. 1552, § 2, adopted Jan. 28, 1997, reorganized the residential zones by deleting §§ 90-311—90-321 and adding new §§ 90-311—90-315. Formerly, such sections pertained to similar provisions and derived from Ord. No. 1216, §§ 21400—22410 of the 1984 Code; Ord. No. 1240; Ord. No. 1520, § 1, 5-23-95; Ord. No. 1335; Ord. No. 1246; Ord. No. 1286; Ord. No. 1335. ([Back](#))

Exhibit 2

ARTICLE XX. - MOBILE HOME PARKS

Sec. 90-651. - Purpose of article.

- (1) The purpose of this article is to supplement the provisions of Chapter 14, Article VII, Division 3 of the Hemet Municipal Code, the provisions of state law regarding mobile home parks, and the provisions of the underlying zone in which the park is located.
- (2) ~~It is the intent of~~ This article ~~to~~ provides supplemental regulations for the establishment, maintenance and operation of mobile home parks in the city.

(Code 1984, § 22500)

Sec. 90-652. - Preexisting mobile home parks.

A preexisting mobile home park shall not be deemed nonconforming by reason of failure to meet the minimum requirements prescribed by this article, provided that the regulations of this article shall apply to the enlargement or expansion of a mobile home park, and provided that a preexisting mobile home park on a site less than ten acres shall not be further reduced in area.

(Code 1984, § 22501)

Sec. 90-653. - Permitted locations for mobile home occupancy.

- (1) Except as provided in state law or pursuant to ~~in~~ section 90-73, pertaining to temporary uses, no mobile home shall be occupied or used for living or sleeping purposes unless it is located in a mobile home park or in an approved TR-20 independent mobile home subdivision or travel trailer park.
- (2) Mobile home parks shall only be permitted pursuant to this article and articles XI and XIII. Where there is a conflict or lack of clarity, the director shall have the authority to determine which standard to apply or the meaning of the standard.

(Code 1984, § 22502)

Sec. 90-654. - Criteria for granting of conditional use permit.

Before granting a conditional use permit for a mobile home park, the commission shall make the following determinations, in addition to those specified in article II, section 90-42 of this chapter, pertaining to conditional use permits:

- (1) That the mobile home park will be located on streets affording adequate access for the transportation of mobile homes into and out of the mobile home park without undue inconvenience to or interference with normal vehicular traffic and circulation in the neighborhood.
- (2) That the mobile home park will be located and developed in a manner that permits adequate circulation to and within the proposed development for emergency and protective services, including police and fire equipment.
- (3) That the mobile home park is established in a manner that conforms with and is complementary to the character, development intention, and within the maximum density of the General Plan and the underlying zone in which it is located.
- (4) That the mobile home park assures the health, safety, welfare, and quality of life for park residents and the surrounding community.

(Code 1984, § 22503; Ord. No. 1903, § 2(Exh. 1), 8-11-15)

Sec. 90-655. - Site standards generally.

The following regulations shall apply to the site of a mobile home park. Additional regulations may be specified as conditions of a use permit.

- (1) Minimum site area is ten acres.
- (2) Minimum frontage is 250 feet of continuous frontage on a dedicated public street.
- (3) Minimum site area per unit shall be sufficient to provide a maximum density of seven units per net acre that does not exceed the density established by the underlying zone.
- (4) Minimum yards are 25 feet adjoining a street, and 15 feet adjoining an interior lot line.
- (5) Maximum height is 20 feet.
- (6) Perimeter roads shall be required subject to staff approval. This requirement may be waived by the city council providing approved alternatives are offered.

(Code 1984, § 22504)

Sec. 90-656. - Interior site development.

The following requirements shall apply to development of mobile home spaces and to facilities within a mobile home park. Additional requirements may be specified as conditions of a use permit.

- (1) *Mobile home spaces.* Each space shall contain a minimum of 4,400 square feet for exclusive use by the occupants of the space. Each space shall be at least 40 feet wide abutting a private or public street. Each space shall have minimum dimensions of 55 feet by 80 feet.
- (2) *Mobile home placement.* Every space shall have a front and rear yard of not less than ten feet in depth. All spaces shall have a minimum five-foot side yard on each side of the lot. A mobile home and related structures shall not occupy more than 60 percent of the area of any mobile home space.
- (3) *Access drives.* All mobile home access drives within a mobile home park shall be privately owned, and shall be at least 30 feet wide, exclusive of adjoining parking areas.
- (4) *Sidewalks.* Concrete sidewalks at least five feet in width shall be provided to serve all central or common facilities within the mobile home park.
- (5) *Accessory buildings and uses.* Accessory buildings and uses serving the entire mobile home park, including recreation facilities, laundry areas, mobile home park offices, maintenance and storage areas, shall be located at least 50 feet from the boundary of the mobile home park.
- (6) *Landscaping.* Not less than 20 percent of each mobile home space shall be landscaped with live plant materials, including at least one tree on each space.
- (7) *Community recreation.* Unless preempted by state law, a minimum of 270 square feet per mobile home space of recreation area, exclusive of any mobile home space, shall be provided within the mobile home park. The recreation areas shall contain a clubhouse and a recreational area for outdoor games and activities such as shuffleboard and horseshoes or facilities such as putting greens and swimming pools. The community recreation and service area, together with the activities planned thereon, shall be shown on the plans and specifications in such detail as shall be required from time to time by the planning commission. The location and size of all facilities indicated in this subsection shall be subject to the approval of the planning commission and the building department. The clubhouse shall have a floor area of not less than 25 square feet for each residential lot, and shall contain adequate kitchen, restroom and storage facilities therein.
- (7) *Electrical, cable, and telephone services.*
 - a. All electrical, cable, telephone, CATV and similar service wires or cables which provide direct service to the property being developed shall, ~~within the exterior boundary lines of such property,~~ be installed underground in accordance with city standards.

~~b. Risers on poles and buildings are permitted, and shall be provided by the developer or owner on the pole which provides service to the property. Utility service poles may be placed on the rear of the property to be developed, only for the purpose of terminating underground facilities. The developer or owner is responsible for complying with the requirements of this subsection, and he shall make the necessary arrangements with the utility companies for the installation of such facilities.~~

eb. For the purposes of this subsection, appurtenances and associated equipment such as surface-mounted transformers, pedestal-mounted terminal boxes and meter cabinets may be placed above ground pursuant to city standards.

(8) Parking. The provisions of Article XL of this chapter shall apply.

(Code 1984, § 22505)

Sec. 90-657. - Screening and landscaping.

(a) Where a mobile home park site adjoins a single-family zone or a site general planned for low density single-family use, a solid masonry wall six feet in height shall be located adjoining the property line, except adjoining a required front yard; and an area at least five feet in depth adjoining the property line shall be landscaped with live plant materials, including trees. ~~Where a carport or garage is placed within three feet of a property line adjoining a single family zone or a site general planned for low density single family use, no landscaped buffer is required.~~

(b) All areas to be used for the outdoor handling and drying of laundry shall be screened from view.

(c) Required yards shall be landscaped in accord with a site development plan to be approved as a part of the use permit, and screening shall be provided around the entire site, except that, where a required yard adjoins a street, screening shall be located at the rear of the required yard. Screening and landscaping shall conform to **Article XLVIII of this chapter and the City's landscape design guidelines** ~~section 90-16.~~

(Ord. No. 1009; Code 1984, § 22506)

Sec. 90-658. - Onsite improvements.

Onsite improvements in a mobile home park shall be constructed and maintained in conformance with **the city's development and maintenance standards.** ~~mobile home park improvement standards approved by the city planning commission and city council.~~ Such standards may include but shall not be limited to the design, construction and maintenance of the following:

- (1) Access drives, sidewalks and parking spaces.
- (2) Walls and fences.
- (3) Lighting.
- (4) Curb and gutter, drainage and sanitary sewer facilities.
- (5) Electrical and water service.
- (6) Fire protection facilities.
- (7) Refuse collection facilities.

(8) Storage areas.

(Ord. No. 621; Ord. No. 767; Code 1984, § 22507)

Secs. 90-659—90-680. - Reserved.

Exhibit 3

ARTICLE XXIII. - TRAVEL TRAILER PARKS

Sec. 90-761. - Purpose of article; application for conditional use permit.

- (a) The purpose of this article is to:
- (1) Supplement the provisions of Chapter 14, Article VII, Division 3 of the Hemet Municipal Code, the provisions of state law regarding mobile home parks, and the provisions of the underlying zone in which the park is located.
 - (2) Provide regulations for the establishment, maintenance and operation of travel trailer parks in the city.
- (b) Applications submitted to the planning commission for consideration of a conditional use permit to allow a travel trailer park shall ~~include seven copies each of the following plans, including an 8½-inch by 11-inch transparency of the site~~ **comply with the submittal requirements of Sec. 90-42 and shall include:**
- (1) A site plan depicting all lots, with at least ten percent of all lots occupied with typical recreational vehicles and paving, permanent buildings and structures, trash storage areas, recreational facilities, internal streets, accessways to the park, parking areas, sidewalks, existing vegetation, landscaped area and signs.
 - (2) An elevation and art rendering showing each open accessway to the park, including a view of at least 50 feet in length on each side of the main entrance. All trees and other required landscaping, permanent buildings and structures, signs, typical recreational vehicles, screening walls or earth berms, and any other objects visible from the intersection of each open accessway and the public street shall be shown.
 - (3) Plans and elevations depicting size, materials, lettering and color of all identification signs.
 - (4) An elevation showing at least 75 lineal feet of each required screening wall or berm at the rear of each front setback area, depicting materials, colors, texture, landscaping and any permitted openings in the screening wall or berm.
 - (5) **Demonstration that the travel trailer park is established in a manner that conforms with and is complementary to the character, development intention, and within the maximum density of the General Plan and the underlying zone in which it is located.**
 - (6) **Demonstration that the travel trailer park is established in a manner that assures the health, safety, welfare, and quality of life for park residents and the surrounding community.**

(Ord. No. 621; Ord. No. 634; Code 1984, § 22801)

Sec. 90-762. - Applicability of state law.

The construction and operation of all travel trailer parks in the state is governed by the state Health and Safety Code and the California Administrative Code as may be amended from time to time. These state requirements shall apply, ~~except where ordinances and requirements of the city are more restrictive.~~ The city shall enforce all state travel trailer park requirements in the city.

(Code 1984, § 22802)

Sec. 90-763. - Definitions.

The following words, terms and phrases, when used in this article, shall have the meanings ascribed to them in this section, except where the context clearly indicates a different meaning:

Berm means an artificial bank or hill of earth used for screening purposes and planted with ground cover, trees or shrubs.

Recreational vehicle means a camp car, motor home, travel trailer or tent trailer, with or without motive power, designed for human habitation for recreational or emergency occupancy, and which is identified as a recreational vehicle by the manufacturer.

Travel trailer lot means any portion of a travel trailer park designated or used for the occupancy of one recreational vehicle.

Travel trailer park means any area or tract of land where one or more lots are rented or leased or held out for rent or lease to owners or users of recreational vehicles used for travel or recreational purposes not intended for permanent residence.

(Code 1984, § 22803)

~~Cross reference—Definitions and rules of construction generally, § 1-2; definitions pertaining to zoning, § 90-17.~~

Sec. 90-764. - Permitted locations.

~~Travel trailer parks may be permitted, subject to a conditional use permit, in all zones except R-1, M-1 and M-2.~~

- (1) Except as provided in state law or pursuant to section 90-73, pertaining to temporary uses, no recreational vehicle shall be occupied or used for living or sleeping purposes unless it is located in a mobile home park or travel trailer park.
- (2) Travel trailer parks shall only be permitted pursuant to this article and articles XI and XIII. Where there is a conflict or lack of clarity, the director shall have the authority to determine which standard to apply or the meaning of the standard.

(Code 1984, § 22804)

Sec. 90-765. - Site development standards generally.

In order to ensure adequate levels of light, air and density of development, to maintain and enhance the locally recognized values of community appearance, and to promote the safe and efficient circulation of pedestrian and vehicular traffic, the site development standards in this article shall apply to all travel trailer parks.

(Code 1984, § 22805)

Sec. 90-766. - Site area.

The minimum site area for a travel trailer park, measured to the centerline of any adjacent public street, shall be ten acres.

(Code 1984, § 22806)

Sec. 90-767. - Density.

~~There shall be no maximum permitted density for a travel trailer park, except as may be determined.~~ Maximum density shall be established by the requirements of minimum lot size, recreation areas, parking, internal streets, etc., and the desired mix of lot sizes planned to accommodate various types of recreational vehicles, but in no case shall exceed the density established by the underlying zone.

(Code 1984, § 22807)

Sec. 90-768. - Lot size.

Travel trailer lots in a travel trailer park shall have a minimum area of 1,250 square feet and a minimum frontage of 25 feet. One space a minimum of 3,600 square feet in size may be designated as a

permanent mobile home site for the residence of the park manager. Ten percent of the travel trailer park may be designated for motor homes and campers with a minimum of 900 square feet.
(Code 1984, § 22808)

Sec. 90-769. - Lot coverage.

No more than 60 percent of any travel trailer lot in a travel trailer park shall be paved, and all unpaved areas shall be landscaped with live plant materials and permanently maintained by the owner of the travel trailer park.
(Code 1984, § 22809)

Sec. 90-770. - Lot occupancy.

Travel trailer parks shall accommodate recreational vehicles and accompanying boat trailers, dune buggies, etc., only. Occupancy of travel trailer lots is limited to one recreational vehicle or camping party.
(Ord. No. 850; Code 1984, § 22810)

Sec. 90-771. - Building height.

- (a) The maximum building height for all structures in a travel trailer park, other than recreation buildings, shall not exceed 15 feet and shall not exceed one story.
 - (b) The maximum building height for recreation buildings shall not exceed 35 feet.
- (Code 1984, § 22811)

Sec. 90-772. - Setbacks at park property lines.

- (a) Setbacks for a travel trailer park shall be measured perpendicular to the travel trailer park property line. Property lines include all interior property lines, as well as all ultimate street or highway right-of-way lines as shown on the master street plan.
- (b) Setbacks shall be measured to the recreational vehicle tongue, or any other such appendage or structure, from the park property line.
- (c) The minimum setback from a travel trailer park property line shall be as follows:
 - (1) The minimum setback from a property line abutting an arterial highway shall be based upon a five-foot setback from the required screening wall or earth berm as outlined in section 90-773.
 - (2) The minimum setback from an interior property line which abuts a developed, approved for development, zoned or general plan designated single-family or low density residential use shall be 34 feet, which shall include, beginning from the interior property line wall, a minimum six-foot-wide landscaped planter area, a minimum 25-foot-wide interior street, provided no parking is allowed, and a minimum five-foot front, rear or side yard setback from the interior street.
 - (3) The minimum setback from an interior boundary line which abuts a developed, approved for development, zoned or general plan designated use other than single-family shall be five feet.

(Code 1984, § 22812)

Sec. 90-773. - Screening.

In order to provide a buffer between travel trailer parks and their abutting uses, the standards set forth in this section shall apply:

- (1) *Property lines abutting public streets. All perimeter fencing and gates adjacent to a public right-of-way shall meet the requirements of section 90-316(b).*

- a. ~~A solid wall, fence or earth berm or combination thereof having a minimum height of six feet shall be installed and maintained along the entire front setback area except for the areas required for open vehicular accessways to the park. The centerline of the wall or berm shall be located no closer than 20 feet to the ultimate right-of-way of any arterial highway as designed on the master street plan, and no closer than ten feet to the ultimate right-of-way of any local public street, except as provided in subsection (1)c of this section. The wall or berm height shall be measured from the highest finished grade level of land immediately adjacent to such wall or berm. A wall abutting public streets shall consist of only those materials, surfaces and colors that can be used to create a decorative and aesthetically pleasing buffer for park residents, adjacent uses and passersby. All earth berms shall be fully landscaped.~~
 - b. ~~Screening walls and earth berms along all street and property lines shall be reduced to a height of not less than three or more than 3½ feet within ten feet of any open vehicular accessway to the park.~~
 - c. ~~Where a front setback wall or berm exceeds 100 feet in length, the following variations may be approved. Portions of the wall or berm may encroach to within 15 feet from the ultimate right-of-way of any arterial highway and to within seven feet from the ultimate right-of-way of any local street, provided that the average setback of the entire wall or berm is a minimum of 17 feet from arterial highways and eight feet from local streets, and provided that no continuous wall or berm length having the same setback distance exceeds 100 feet, and provided that all adjacent wall or berm sections with varying setbacks shall be connected so that no openings exist in the wall or berm except as outlined in this subsection.~~
 - d. ~~The setback between the screening wall or berm and the right-of-way line shall be landscaped in accordance with the requirements set forth in section 90-775.~~
- (2) *Interior property lines.* A six-foot-high solid wall shall be provided as a buffer along all interior property lines of travel trailer parks. The wall height shall be measured from the highest finished grade level of land immediately adjacent to the wall. Interior lot line fencing shall meet the requirements of section 90-316(b)(2).

(Code 1984, § 22813)

Sec. 90-774. - Setbacks at lot lines.

- (a) Setbacks in a travel trailer park shall be measured from the recreational vehicle tongue, or any other such appendage, to the travel trailer lot line.
- (b) Placement of recreational vehicles on the lots to provide setbacks of varying depths is encouraged. The minimum front, rear and side yard setbacks shall be five feet.
- (c) Where recreational vehicles are located near any permitted building within the park, other than another recreational vehicle, the minimum distance between the recreational vehicle and the building shall be ten feet.
- (d) The minimum distance between recreational vehicles shall be ten feet, with the exception of the common utilities area, for which the distance shall be six feet.

(Code 1984, § 22814)

Sec. 90-775. - Landscaping.

Live landscaping, consisting of trees, shrubs, vines or ground covers, or any combination thereof, shall be installed and maintained in a travel trailer park subject to the provisions of article XLVIII of this chapter, section 90-317, and the following standards:

- (1) Landscaping shall be required for the entire setback area between all required screening walls and property lines abutting public streets, except for the area required for accessways to the park. All trees shall be a minimum of eight feet in height at the time of planting, and shall be planted at a maximum of 30-foot intervals within five feet of the required screening wall or berm, between the wall or berm and the public street, so as to create an effective and decorative screen and buffer between the street and residents of the park. Variations in the tree planting requirements in setback areas may be permitted if effective use of existing trees and vegetation will provide an adequate landscaped buffer between the park and adjoining rights-of-way.
- (2) Landscaping along all streets and boundaries shall be limited to a height of not more than 3½ feet within 20 feet of any open vehicular accessway to the park.
- (3) Landscaping shall be required on all open areas within the park. Trees, which shall be a minimum of eight feet in height at the time of planting, shall be provided on the travel trailer lots at the rate of one tree for each lot.
- (4) Trees a minimum of eight feet in height at the time of planting shall be planted within the park at a maximum of 30-foot intervals within five feet of all periphery walls that abut any residential zone or any property upon which a residential zone has been approved. Every effort should be made by the travel trailer park developer to retain all existing trees in required landscaped areas within the park and within the required landscaped setbacks adjacent to public rights-of-way.
- (5) A permanent underground irrigation system shall be provided for all required landscaped areas.
- (6) Required landscaping shall be maintained in a neat, clean and healthy condition. This shall include proper pruning, mowing of lawns, weeding, removal of litter, fertilizing, replacement of plants when necessary, and regular watering of all plantings, including all offsite landscaping.

(Ord. No. 621; Ord. No. 634; Code 1984, § 22815)

Sec. 90-776. - Internal streets.

- (a) No internal street in a travel trailer park shall be less than a minimum of 25 feet in width, provided the corner radius at internal street intersections shall be designed in accordance with a standard detail on file with the public works department.
- (b) No internal street shall be less than 33 feet in width if parallel parking is permitted on one side of a street.
- (c) No internal street shall be less than 40 feet in width if parallel parking is permitted on both sides of a street.
- (d) Each travel trailer lot shall have direct vehicular access to an internal street.
- (e) All internal streets shall be paved and shall be of crown type design with minimum two-foot-wide concrete gutters, or an inverted street section with a four-foot concrete center gutter.
- (f) An internal street divided into separate traffic lanes by a four-foot landscaped median divider shall not be less than 20 feet in clear width on each side of the divider.
- (g) All internal streets and sidewalks shall be provided with light standards at intervals which will ensure adequate lighting in all areas. Minimum illumination at all street and sidewalk levels shall be 0.2 foot-candle.

(Code 1984, § 22816)

Sec. 90-777. - Parking.

- (a) Each travel trailer lot shall provide a minimum of one paved automobile parking space per lot.
- (b) Guest and employee parking shall be provided in off-street parking bays in the vicinity of recreation and laundry facilities at the rate of one parking space for each ten travel trailer lots. The parking spaces shall conform to the requirements of the city's parking lot standard.

(Code 1984, § 22817)

Sec. 90-778. - Vehicular access.

- (a) There shall be provided at least one open vehicular accessway to each travel trailer park. The accessway shall have a minimum right-of-way width of 50 feet and a minimum curb radius of 25 feet. There shall be incorporated in the right-of-way a landscaped median, the width of which shall be ten feet, and the median shall be subject to the requirements of section 90-775. If more than one open vehicular accessway to a park is provided, it shall meet all requirements of this section. No barriers of any kind shall block traffic from any open vehicular accessway.
- (b) There shall be provided at least one secondary or emergency vehicular accessway to each travel trailer park if only one open accessway is provided. The secondary or emergency accessway shall be approved by the police and fire departments.

(Code 1984, § 22818)

Sec. 90-779. - Pedestrian access.

Pedestrian access into a travel trailer park shall be provided by connecting the interior pedestrian pathway network with sidewalks located in the rights-of-way of perimeter streets.

(Code 1984, § 22819)

Sec. 90-780. - Recreation areas.

A minimum of 90 square feet per space of recreation area, exclusive of any travel trailer space, shall be provided within a travel trailer park for outdoor games and activities such as shuffleboard and horseshoes or facilities such as putting greens and swimming pools. The community recreation and service areas, together with the activities planned thereon, shall be shown on the plans and specifications in such detail as shall be required from time to time by the planning commission. The location and size of all facilities indicated in this subsection shall be subject to the approval of the planning commission and the city council. The clubhouse shall have a floor area of not less than 15 square feet for each lot, and shall contain adequate kitchen, restroom, shower and storage facilities therein.

(Code 1984, § 22820)

Sec. 90-781. - Refuse areas.

Central trash collection and storage areas shall be provided and screened in each travel trailer park. Such areas shall be adequately distributed throughout the park, and shall be approved by the public works department.

(Code 1984, § 22821)

Sec. 90-782. - Utilities.

All utility distribution facilities, including television antenna lines, serving individual travel trailer lots shall be placed underground. Individual rooftop or outdoor television antennas shall not be

permitted in a travel trailer park, except that one single television antenna for community service may be situated within the park.

(Code 1984, § 22822)

Sec. 90-783. - Dogs and other animals.

An area in a travel trailer park shall be provided and used for a dog run. Dogs and other household pets shall not be permitted to run at large in any travel trailer park. Bird aviaries, poultry and other barnyard or wild animals shall not be permitted in any travel trailer park.

(Code 1984, § 22823)

Sec. 90-784. - Fire protection.

All travel trailer park fire hydrants and accessways shall conform to the city standards and shall be approved by the fire department.

(Code 1984, § 22824)

Sec. 90-785. - Service buildings and facilities.

Service buildings and facilities shall be provided in each travel trailer park, and shall be strategically located in relation to all lots so as to minimize walking distance.

(Code 1984, § 22825)

Sec. 90-786. - Plumbing.

All plumbing provided in a travel trailer park shall be designed so that the travel trailer park will accommodate all recreational vehicles and shall not be restricted to California-approved vehicles only.

(Code 1984, § 22826)

Sec. 90-787. - Signs.

All signs for travel trailer parks shall conform to the requirements of article XXXVI of this chapter.

(Ord. No. 621; Ord. No. 634; Code 1984, § 22827)

Secs. 90-788—90-810. - Reserved.

Exhibit 4

Sec. ~~90-346~~ ARTICLE XII. - HILLSIDE DEVELOPMENT OVERLAY ZONE.

Sec. 90-351. - Purposes

The purpose of the Hillside Development Overlay Zone is to:

- (a) Establish regulations and standards for the identification and protection of hillsides, ridgelines, canyons, and other natural land forms such as rock outcroppings in recognition that such features are community assets that help define the City as a desirable place to live, work, and recreate; and
- (b) Ensure that roadways, driveways, and other access points in the Hillside Overlay Zone provide adequate emergency access;
- (c) Comply with the goals and policies of the General Plan regarding the protection and preservation of hillside areas as an important aesthetic and community resource; and
- (d) Implement the HR (Hillside Residential) land use designation of the General Plan.

Sec. 90-352. – Zone established.

The Hillside Development Overlay (H) Zone is established in accordance with the standards of this article and as shown on the official zoning map pursuant to Sec. 90-6.

Sec. 90-353. – Permitted Uses.

All uses permitted in the underlying zone over which the Hillside Development Overlay Zone is placed shall be permitted in the overlay zone. The regulations of the Hillside Development Overlay Zone shall apply in addition to the regulations of the underlying zone. In the event of a discrepancy between the regulations of the underlying zone and the overlay zone, the overlay zone shall take precedence.

Sec. 90- 354. – Maximum density

~~(a) Density.~~ The maximum density on any parcel to which this section applies shall not exceed the units per acre for each of the average percent slope ranges indicated below:

Average Slope (%)	Units Per Acre
0 to 15 10	2.0 4.0
10+ to 15	2.0
15+ to 25	1.0
25+ to 30 and above	0.5
30+ and above	0.1

Sec. 90-355. – Density transfer

~~(b) Density transfer.~~ Within a project having the Hillside Development Overlay zone, a density transfer may be granted when permitted development is transferred from one slope category to a lower slope category. In consideration for such a transfer of development, the allowable density of the lower slope category may be increased by 50 percent. For example, if density/development is transferred from the 25 percent to 30 percent and above slope category (from the above table) to the next lower category (15

percent to 25 percent), the allowable density of the lower category, 1.0 dwelling units per acre, may be increased to 1.5 units per acre. Similarly, if development is limited from the 30 percent and above slope category and transferred to the zero percent to 15 percent slope category, the allowable density may be increased by 50 percent, or from two units per acre to three units per acre. In no situation shall the total number of units permitted for any project exceed the number of units that would have been permitted without any transfer of density. Areas from which density is transferred shall be restricted from future development in an appropriate manner.

Sec. 90-356. – Development performance standards

~~(c) Development performance standards.~~ The following minimum performance standards are required for any development in the ~~R-1-H (Hillside)~~ **Hillside Development Overlay** zones.

~~(4a) Soils/grading.~~

- a1. Grading of any site shall conform to the following grading standards, based upon the percent of natural slope. The city engineer shall review the proposed grading with respect to the following:
 - 4 (i). ~~0— 45~~ **10** percent. Redistribution of earth over large areas may be permitted. **Significant environmental features may be required to be preserved.**
 - 2 (ii). ~~15-10+—25-15~~ percent. Some grading may occur, but landforms must retain their natural character. Padded building sites may be allowed, but custom foundations, split level designs, stacking and clustering is expected to mitigate the need for large padded building areas.
 - 3 (ii). ~~25 15+—30 25~~ percent. Limited grading may occur, however, major topographical features shall retain their natural landforms. Special hillside architectural and design techniques are expected in order to conform to the natural land form, by using techniques such as split level foundations of greater than 18 inches, stem walls, stacking and clustering.
 - 4 (iv). ~~Greater than 30~~ **25** percent. Development and limited grading can only occur in this category if it can be clearly demonstrated that safety, environmental, and aesthetic impacts will be avoided. Use of larger lots, variable setbacks and variable building structural techniques such as stepped or pole foundations are expected. Structures shall blend with the natural environment through their shaped, materials and colors. Impact of traffic and roadways is to be minimized by following natural contours or using grade separations.
- b 2. Grading shall be designed to:
 - 4(i). Conserve natural topographic features and appearances by means of land sculpturing to blend graded slopes and benches with natural topography.
 - 2(ii). Retain major natural topographic features such as canyons and prominent landmarks.
 - 3(iii). Graded slopes over 25 feet in height and over 100 feet in length shall be contour graded. A variety of slope ratios (i.e. 2:1, 3:1, 3.5:1, 5:1, etc.)

shall be used to blend graded slopes into the adjoining natural terrain.

4(iv). Terracing shall be designed with small incremental steps, avoiding wide step terracing and large areas of flat pads.

- e3. All graded areas shall be protected from wind and water erosion through acceptable slope stabilization methods such as planting, walls, or netting. Interim erosion control plans shall be required, certified by the project engineer, and reviewed and approved by the city engineer.
- e4. Slopes created by grading of the site shall not exceed 50 percent or 2:1, without a soils report and stabilization study indicating a greater permissible slope; or shall not exceed 30 feet in height between terraces or benches.

(2b) *Water/drainage.*

- a1. On-site catch basins or siltation basins, as well as energy absorbing devices, may be required as a means to prevent erosion as well as to provide for ground water recharge.
- b2. Natural drainage courses should be protected from grading activity.
- e3. Where brow ditches are required, naturalize with plant materials and native rocks.
- e4. All benchdrains (interceptors) and downdrains shall be constructed to match the natural contours of the lands.
- e5. Downdrains on manufactured slopes shall be staggered between terrace drains to be less obtrusive.
- f6. Maximum coverage of a parcel by impervious surfaces shall not exceed 40 percent of the gross land area, and such maximum may be reduced by the planning director in areas where the slope exceeds 15 percent.

(3c) *Animal and plant life.*

- a1. Areas of a site which are identified in the environmental study as having biological significance shall be preserved.
- b2. Natural vegetation shall be maintained wherever possible. If removal is required, re-establishment of a compatible plant material will be required at a ratio of at least 2:1.
- e3. All exposed slopes and graded areas shall be landscaped with groundcover, shrubs, and trees.
- e4. Existing mature trees shall be incorporated into the project where feasible.
- e5. Water and energy conservation techniques shall be utilized, such as special irrigation techniques (e.g., drip irrigation), drought tolerant plant species, alluvial rockscape, etc.
- f.6. Wherever possible, fire resistant native vegetation shall be preserved and planted.
- g7. Introduction of landscaping within the hillside areas should make maximum use of texture, color, and be capable of blending in with the natural landscape, and help to soften the effects of buildings, walls, pavement, and grading. Irregular tree and shrub spacing shall be used to achieve a natural

appearance on graded slopes.

- h.8. With the exception of landscaping for street parkways, trees and shrubs shall be placed in swale areas to more closely reflect natural conditions.
- i.9. Screening along roadways should make maximum use of berming and landscaping but shall not interfere with sight distance.
- j.10. Landscaping and berming shall be used to screen views of all benchdrains and downdrains.
- k.11. Planting in riparian areas shall be kept as close as possible to their natural state. Ornamental plants and the introduction of non-native species should be avoided.
- l.12. The keeping of pigs, pigmy goats, sheep, miniature horses, and other similar small animals shall be limited to two per acre in areas that are determined to be of biological sensitivity, in addition to the requirements of sec. 90-77.

Sec. 90-357. – Structure design guidelines.

~~(d) Structure design guidelines.~~ Structural design and construction for wildland interface areas is found under section 14-420.

- (1a) Dwelling units and structures shall be compatible with the natural surroundings of the area and shall not dominate the natural environment.
- (2b) Exterior finishes of dwelling units and structures should blend in with natural surroundings by using earth tone colors and avoiding reflective materials or finishes and be of fire resistive materials.
- (3c) Site design should utilize varying setbacks, building heights, innovative building techniques, and building and wall forms which serve to blend buildings into the terrain.
- (4d) Dwelling units and structures shall be sited in a manner that will:
 - a.1 Retain outward views from each unit;
 - b.2 Preserve or enhance vistas, particularly those seen from public places;
 - e.3 Preserve visually significant rock outcroppings, natural hydrology, native plant materials, and areas of visual or historical significance.
- (5e) The highest point of any structure shall not be located above the ridgeline.
 - a.1 Use the natural ridgeline as a backdrop for structures;
 - b.2 Use landscape plant materials as a backdrop; and
 - e.3 Use the structure to maximize concealment of cut slopes.
- (6f) Accessory buildings. Detached accessory buildings which do not have solid exterior walls (carports, patio covers, etc.) shall have supporting members of heavy timber or be constructed with materials approved for one hour construction.
- (7g) Decks and patios. Decks, balconies, roof overhangs, attached patio covers, and similar architectural features shall be protected on the underside with materials approved for one-hour resistive construction per the requirements found in section 14-420.
- (8h) Retaining wall/fences.

- a.1 Retaining walls shall be used in the following manner:
 - ~~1.~~(i) Upslope not exceeding six feet in height.
 - ~~2.~~(ii) Downslope not exceeding 42 inches in height may be used.
 - ~~3.~~(iii) Lots sloping with the street of access or other conditions. One retaining wall on each side of the lot may be used not exceeding 42 inches in height.
 - ~~4.~~(iv) Retaining walls adjacent to driveways walls being an integral part of the structure may exceed six feet in height if necessary.
 - ~~5.~~(v) All retaining walls, visible from the public right-of-way shall be constructed of decorative block materials and be of earth-tone colors to minimize visibility.
 - ~~b.~~2 Exposed retaining walls facing roadways shall be not greater than five feet in height.
 - ~~c.~~3 Where retaining walls face roadways, they shall be faced with aesthetically pleasing materials (e.g. split face block, etc.).
 - ~~d.~~4 Precision block walls, wood and chainlink fencing are specifically prohibited for use in hillside developments in relation to perimeter fencing or retaining walls.
 - ~~e.~~5 Interior fencing along property lines shall be constructed of decorative masonry block, wrought iron with pilasters that are of similar architecture to the buildings, or other non-combustible materials approved by the planning director.
 - ~~f.~~6 Coated chain link fencing may be allowed to enclose tennis courts but must of a material and color that is approved by the planning director.
- (9i) Circulation. The intent of this section is to reduce the visual impacts created by hillside roadways, yet provide safe circulation. Roadways shall conform to the standards specified for development for wildland interface areas in section 14-418. Roadways should conform to the natural hillside landform and not greatly alter the physical and visual character of a hillside by creating large notches in ridgelines or by defining wide straight alignments. The following circulation standards and policies shall be implemented for all new hillside projects:
- a.1 Single-loaded streets are recommended on steep terrain where it can be demonstrated that the overall grading for the project can be reduced.
 - ~~b.~~2 All hillside development shall have two points of access to provide a safe ingress and egress for hillside developments. This is not applicable to cul-de-sacs that are less than 350 feet in length.
 - ~~c.~~3 Street grades shall not have slopes greater than those allowed in subsection ~~14-418(g)~~ **14-418(6)** 14-418(g). Generally eight percent maximum is allowed in areas of extreme fire hazard.
 - ~~d.~~4 Street rights-of-way widths can, for hillside development, be reduced from the city's general standards when the city engineer and fire chief determine that their implementation will not be hazardous to the public safety.
 - ~~e.~~5 Roadway design, wherever practical, be parallel or diagonal to the existing

hillside contours. Roads shall be curvilinear fashion and blend in with the existing topographical slopes. Circulation plans for hillside development shall be designed to minimize both their visual and grading impacts.

- f.6 Private driveways may provide access to a public street of up to two units per driveway. Such driveways shall have a minimum paved width of 25 feet and a maximum slope of 14 percent. Any drives exceeding 12 percent slope may not exceed 600 feet in length.
- (40j) Fuel modification. A permanent fuel modification area shall be required for the perimeter of development projects that are located in the hillside zones. Specific requirements are contained in section 14-421 (landscaping and perimeter). The recommended width of the fuel modification areas shall be determined by the fire chief, but in no case shall it be less than 100 feet in width as measured from the development perimeter. The width of the fuel modification area shall be determined by the following:
- a.1 The natural ungraded slope of the lands with the project and in areas adjacent to the project.
 - b.2 Fuel loading.
 - c.3 Access to the project and access directly to the fuel modification area, and
 - d.4 The on-site availability of water than can be used for firefighting purposes. The fuel modification areas shall also incorporate soil erosion and sediment control measures to alleviate permanent scarring and accelerated erosion.
- (41k) Water supply. All development shall be provided with adequate water supply according to the requirements set forth in section 14-419 (water supplies).

Sec. 90-358. – Submittal requirements.

(e) ~~Submittals~~. Applications for development of property within the ~~R-1-H (Hillside)~~ **Hillside Development Overlay** zones shall be submitted for site development plan review pursuant to ~~article XLI Sec. 90-48~~ of the Hemet Code. In addition to the items specified in ~~article XLI Sec. 90-48~~, the applicant shall submit the following:

- (4a) A topographic map of the project site and land and structures within 100 feet of the project boundaries. The map shall be drawn to a scale of not less than one inch equals to 100 feet with a maximum contour interval of ten feet. The maximum contour interval shall be five feet where terrain has a slope of less than 25 percent.
- (2b) A site plan of the proposed project showing property lines, recorded or proposed easements and public rights-of-way. Existing structures within 100 feet of the site shall also be shown on the site plan.
- (3c) A preliminary grading plan for the project, drawn to the same scale as required above. Existing and final slope shall be shown in the following categories **by average slope (%): 0 to 10, 10+ to 15, 15+ to 25, 25+ and above.** ~~0-15%; 15+ 25%; 25+ 30%; 30+%~~
- (4d) A soils engineering report including data regarding the nature, distribution and strengths of existing soils, conclusions, and recommendations for grading procedures, design criteria for and identified corrective measures, and opinions and recommendations regarding existing conditions and proposed grading. The investigation and report shall be performed by a professional soils engineer experienced in the practice of soil mechanics and registered with the State of

California.

- (5e) A hydrology report shall be provided including areas of possible inundation, downstream effects, natural drainage courses, conclusions, and recommendations regarding the effect of hydraulic conditions on the proposed development, opinions and recommendations regarding the adequacy of facilities proposed for the site, and design criteria to mitigate identified hydraulic hazards. This report shall account for runoff and debris from tributary areas and shall provide consideration for each lot or dwelling unit site in the development. Runoff and debris volumes shall be computed using County of Riverside Flood Control District criteria. This investigation and report shall be prepared by a registered civil engineer experienced in hydrology and hydraulic investigation.
- (6f) A preliminary landscaping plan showing disposition of existing trees, and the type and extent of proposed vegetation. The method of open space maintenance shall also be identified.
- (7g) A geotechnical study shall be provided including the surface and subsurface geology of the site, degree of seismic hazard, conclusions and recommendations regarding the effect of geologic conditions on the proposed development, opinions and recommended design criteria to mitigate any identified geologic hazards. This investigation and report shall be performed by a professional geologist experienced in the practice of engineering geology and registered with the State of California.
- (8h) A landform study shall be provided with a site inventory and map identifying existing landforms shall be submitted for the project including the following:
 - a.(i) All U.S.G.S. blue-line streams, springs, perennial and intermittent streams with drainage areas that are 50 acres or greater at or above the project site.
 - b.(ii) Rock outcroppings that are greater than 300 square feet in surface area.
 - c.(iii) Classification of "grading zones" that are identified in ~~subsection 90-346 (a)~~ of this section **article**.
 - d.(iv) Identification of primary and secondary ridgelines.
 - e.(v) Identification of the most prominent topographical features of the project site. This identification is relative to each project site and should include any ridges, peaks, knolls and any other similar types of features.
- (9i) A biological survey shall be submitted. This survey shall inventory both flora and fauna found at the site. All endangered, threatened or rare species shall be identified. Survey shall be conducted by a qualified biologist selected from then approved listing maintained by the planning department.
- (40j) Other information or applications materials as may be deemed necessary or desirable by the planning director such as archaeology, paleontology, and visual analysis studies.

(Ord. No. 1653, § 1, 10-9-01)

Secs. 90-351359—90-380. - Reserved.

Exhibit 5

TEXT AMENDMENTS TO ESTABLISH CONSISTENCY IN THE ZONING ORDINANCE

Note: Listed below are excerpts from the articles and sections of Chapter 90 (Zoning) that are proposed for change. Each proposed modification is shown in red. No other section or text in the Chapter is affected by ZOA15-009. .

ARTICLE III SPECIAL USES AND CONDITIONS

Sec. 90-77

Animal Regulations and Keeping Requirements Matrix						
	Type of Animal Use		Allowable Zoning District	Minimum Lot Size	Maximum Number Allowed	Supplemental Regulations
1.	Apiary (Beekeeping)		A-1, A-2, RA R-R, OS-G	Per Sec. 10-108	Per Sec. 10-108	Chapter 10, Article III
2.	Aviaries (large space that allows birds to fly)	a. Noncommercial	A-1, A-2, RA R-R	1 acre	No Maximum	All birds must be confined.
		b. Commercial	A-1, A-2	Per zone	By Administrative Use Permit	
3.	Birds (Household)	a. Small birds—parakeets, finches, love birds and similar size birds	All residential	Per zone	20	All birds must be confined.
		b. Large birds—macaws, parrots, mynahs and similar size birds		Per zone	5	
4.	Bovine	Cows, oxen, buffalo	A-1, A-2	Per zone	5 per acre up to maximum of 10	No bovine or any pen, coop, stable or barn shall be kept within 50 feet of a residentially zoned property line
5.	Cats domesticated		All residential	Per zone	4	
6.	Dogs domesticated		All residential	Per zone	3	
7.	Equine animals	Including but not limited to all types of horses, mules, burros, donkeys, ponies, llamas, and	A-1, A-2, RA R-R, R-1-40	1 acre	5 per acre up to a maximum of 20	No equine or any pen, coop, stable or barn shall be kept within 50 feet of a residentially

Animal Regulations and Keeping Requirements Matrix						
	Type of Animal Use		Allowable Zoning District	Minimum Lot Size	Maximum Number Allowed	Supplemental Regulations
		alpacas				zoned property line
8.	Exotic and/or wild animals		A-1, A-2, R1, RA R-R	Per zone	Must meet requirements of Chapter 10	Sec.10-3 Wild Animal Permit
9.	Fish (koi), amphibian and/or frog ponds		A-1, A-2, R1, RA R-R	Per zone	No maximum	Pursuant to building code regulations
10.	Pigs and hogs		RA R-R	20,000 sf	2	No swine or any pen, coop, stable or barn shall be kept within 50 feet of a residentially zoned property line
			A-1, A-2	Per zone	5	
11.	Chickens		A-1, A-2	1 acre	12 hens and 1 rooster per acre to a maximum of 50 hens and 2 roosters	No poultry or any pen, coop, stable or barn shall be kept within 50 feet of a residentially zoned property line
			RA R-R, R1-40, R1-20, R1-10, R1-7.2	7,200 sf	4 hens, no rooster	Pursuant to Sec. 90-77(h)
12.	Turkeys, geese, ducks, peacocks, pigeons, emu, and other domesticated birds		RA R-R, A-1, A-2	1 acre	6	No poultry or any pen, coop, stable or barn shall be kept within 50 feet of a residentially zoned property line
13.	Sheep and/or goats-all types		RA R-R, A-1, A-2	1 acre	4 per acre to a maximum of 15	No sheep, goats or any pen, coop, stable or barn shall be kept within 50 feet of a residentially zoned property line

Animal Regulations and Keeping Requirements Matrix						
	Type of Animal Use		Allowable Zoning District	Minimum Lot Size	Maximum Number Allowed	Supplemental Regulations
			All zones	None	No maximum	With a Temporary Use Permit per Sec. 90-73, goats and/or sheep may be used for cleaning vacant sites of plant materials for no more than four weeks per six-month period
14.	Small animals	Including but not limited to chinchilla, hamsters, guinea pigs, rats, mice, rabbits and non-venomous reptiles	All residential	None	10	No small animal pen or coop shall be kept within 10 feet of a residentially zoned property line
			A-1, A-2	Per zone	20	

ARTICLE VII AGRICULTURAL ZONES

Sec. 90-183. - Permitted uses.

In the A zones, permitted and conditionally permitted uses shall be as listed within the "Land Use Matrix." Whenever a business is conducted, even if it is a home occupation, a city business license is required pursuant to chapter 18. All other uses not specifically listed in the matrix shall be interpreted as not permitted unless a similar use determination is made by the community development director pursuant to section 90-3. Uses located within the Hemet-Ryan Airport Influence Area are subject to the requirements of the Riverside County Airport Land Use Plan.

AGRICULTURE (A) ZONE LAND USE MATRIX					
P = Permitted Use A = Administratively Permit Use C = Conditionally Permitted Use X = Not Permitted REQUIREMENTS: Additional or explanatory regulations or requirements					
LAND USE	A-1	A-2-5	A-2-10	REQUIREMENTS	
B. Residential Uses					
2.	Secondary dwelling unit	P	P	P	Sec. 90-316(g) Sec. 90-319

ARTICLE XIII MULTIFAMILY ZONES

Sec. 90-383 Permitted Uses

MULTIPLE FAMILY RESIDENTIAL LAND USE MATRIX				
X = Not Permitted P = Permitted Use A = Administratively Permit Use (AUP) C = Conditionally Permitted Use (CUP) SGHP = Small Group Home Permit REFERENCE REQUIREMENTS: Additional or explanatory regulations or requirements				
LAND USE	R-2	R-3	R-4	REFERENCE REQUIREMENTS
B. Residential Uses				
1. Secondary dwelling units	P	P	P	
1.2. Mobile Home Parks	C	X C	X C	Article XX and Title 25 of the California Government Code
5. Travel Trailer Parks	C	C	C	Article XXIII

Sec. 90-386. – Site development requirements

(d) *Accessory buildings.*

- (1) Accessory structures shall meet the required setbacks and lot coverage requirements of the zone in which they are located, except that accessory structures less than 120 square feet in area and less than eight feet in height which are not permanently affixed to the ground may be located as close as three feet to interior side or rear property lines. In no instance shall any accessory structure be placed closer to the front property line than the principal structure(s).
- ~~(2) The total area of all accessory structures shall not exceed 50 percent of the floor area of the principal structure, except that, on lots larger than one acre, accessory structures may be constructed in excess of 50 percent of the principal structure upon review by the community development director.~~
- ~~(3) Accessory structures shall not exceed the height of the principal structure.~~
- (42) Accessory structures shall be architecturally compatible with the principal structure(s), except that:
 - a. ~~For accessory structures under 120 square feet, compatibility shall be limited to the structures' primary color;~~
 - b. ~~For accessory structures over 120 square feet, compatibility shall include the structures' primary color and construction materials; and~~
 - c. ~~For portable carports and/or RV covers, compatibility shall be limited to the structures' primary color.~~
- (53) Where community development director review is required, the community development director shall review the project and shall either approve it as submitted, approve it subject to conditions, or deny it based on the following criteria. The accessory structure: **An accessory structure shall:**
 - a. ~~Is otherwise~~ **Be** consistent with the regulations of the zone in which it is located and any conditions of project approval;
 - b. ~~Is not~~ **Not be** detrimental to the public health, safety and welfare particularly that of adjacent properties; and

- c. ~~Does not~~ Not detract from the residential character of the project and the surrounding neighborhood.
- (64) All accessory structures shall be screened to the maximum intent possible with landscaping, fencing, or combination thereof, so as to minimize visual impacts from adjacent rights-of-way and from adjoining properties.
- ~~(m) Accessory dwelling units, including "granny flats" and "second units." Accessory dwelling units shall be permitted in R-2, R-3 and R-4 zones, subject to the following procedures and criteria:~~
- ~~(1) Procedures. An accessory dwelling unit:~~
- ~~a. Shall be permitted ministerially without discretionary review; and~~
 - ~~b. Shall be approved only if the unit meets all of the criteria listed in subsection 90-386(1)(2).~~
- ~~(2) Criteria. An accessory dwelling unit shall meet all of the following criteria.~~
- ~~a. An accessory dwelling unit shall only be located on a lot that has a net lot area equal to or greater than 130 percent of the minimum net lot area of the zone in which it is located.~~
 - ~~b. The floor area of an accessory dwelling unit shall not exceed 30 percent of the floor area of the principal dwelling unit.~~
 - ~~c. The lot upon which an accessory dwelling unit is to be located shall comply with all standards of the zone in which it is located.~~
 - ~~d. An accessory dwelling unit shall be architecturally compatible with the principal dwelling unit. Compatibility shall be based on the architectural style, construction materials, and primary color, of the principal dwelling unit.~~
 - ~~e. An accessory dwelling unit shall not exceed the height of the principal dwelling unit.~~
 - ~~f. An accessory dwelling unit shall comply with the required setbacks of the zone in which it is located. In addition to the required setbacks, a second unit shall not be located closer to the front property line than the principal dwelling unit.~~
 - ~~g. The floor area of a second unit shall be subject to the limitation of allowable total area of accessory structures for the lot on which it is located as specified in subsection 90-386(e).~~
 - ~~h. An accessory dwelling unit shall provide one parking space per bedroom in a garage or carport. Said parking spaces shall be in addition to spaces required for the principal dwelling unit and shall otherwise meet the requirements of Hemet Municipal Code, chapter 90, article XL.~~
 - ~~i. An accessory dwelling unit shall not cause the level of traffic, water, or sewer service to drop below the minimum standards established in the city's general plan.~~
 - ~~j. This section shall not validate any existing unpermitted accessory dwelling unit. An application for an accessory dwelling unit may be submitted to convert an unpermitted accessory dwelling unit to a conforming accessory dwelling unit; however, the standards and requirements for said conversion shall be the same as for a newly proposed accessory dwelling unit.~~

ARTICLE XVIII PUD PLANNED UNIT DEVELOPMENT OVERLAY DISTRICTS

Sec. 90-573. - Criteria for establishment.

The following general criteria are established for use in the classification of land to the PUD overlay district:

- (1) The district may be established on land that is zoned R-1, R-2, R-3 or ~~R-4 R-P~~ and which is suitable for and of sufficient size to be planned and developed in a manner consistent with the purpose of this article.

Sec. 90-585. - Development standards.

The development standards of the underlying zone shall apply to a planned unit development unless they are inconsistent or in conflict with the following standards, which shall control:

- (1) Density.
- a. In any PUD overlay district, the number of dwelling units per net acre of land shall not exceed the number of dwelling units permitted by the underlying zone, except as provided in this subsection.
 - b. For the purpose of calculating the number of dwelling units permitted by the underlying zone, the following table shall be used:

Zone Classification	Dwelling Units Per Net Acre
R-1-8 R-1-7.2	5.4 6.1
R-1-6	7.3
R-2	14.5
R-3	43.5
R-P R-4	43.6

- c. The number of dwelling units per net acre of land may be increased if approved by the planning commission, provided such increase shall not exceed the density specified in the following table:

Zone Classification	Allowable Increase in Density
R-1-8 R-1-7.2	10% (5.9)
R-1-6	10% (8.0)

ARTICLE XXII. PUMH PLANNED UNIT MOBILE HOME DEVELOPMENT DISTRICT

Sec. 90-724. – Criteria for establishment.

The following general criteria are established for use in the classification of land to PUMH overlay district:

- (1) The district may be established on land that is zoned for residential use ~~R-2, R-3, or R-P~~, consisting of 20 acres or more, to be planned and developed in a manner consistent with the purpose of this article.

ARTICLE XXVI. – COMMERCIAL ZONES

Sec.90-892. – Permitted uses.

COMMERCIAL LAND USE MATRIX						
<p>X = Not Permitted P = Permitted Use A = Administratively Permit Use (AUP) C = Conditionally Permitted Use (CUP)</p>						
	LAND USE	R-P	O-P	C-1	C-2	C-M
B.	Residential Uses					
10.	Mobile home park, recreational vehicle park, or travel trailer park	X	X	X	X	C
13.	Single-family residence (existing only), including manufactured housing, prefabricated housing, and mobile homes built after 1986 when installed on a permanent foundation, and subject to the requirements of subsection 90-315(a).	P	P	P	P	P

ARTICLE XXXII. – ~~S~~ SCENIC HIGHWAY SETBACK OVERLAY ZONE

Sec. 90-1122. – Permitted uses; designation on zoning map.

All uses permitted in the underlying zone over which the scenic highway overlay zone is placed shall be permitted in the overlay zone. Whenever the overlay zone is placed on the official zoning map, the designation "S" shall be located after the zoning designation of the area over which it is placed, i.e., C-1 ~~(S)~~ shall be as indicated in the map legend. The regulations of the scenic highway overlay zone shall apply in addition to the regulations of the underlying zone. The most restrictive regulations shall take precedence.

ARTICLE XXXV. – INSTITUTIONAL ZONE.

Sec. 90-1212. - Zone established

The institutional zone is established in accordance with the standards of this article and as shown on the official zoning map as "I" pursuant to section 90-6.

Sec. 90-~~1212~~ 1213. – Uses permitted by conditional use permit.

Sec. 90-~~1213~~ 1214. – Site Area.

Sec. 90-~~1214~~ 1215. – Setbacks and building placement.

Sec. 90-~~1215~~ 1216. – Lot width and depth.

Sec. 90-~~1216~~ 1217. – Building height.

Sec. 90-~~1217~~ 1218. – Service and refuse area.

Sec. 90-~~1218~~ 1219. – Offstreet loading.

Sec. 90-~~1219~~ 1220. – Lighting.

Sec. 90-~~1220~~ 1221. – Signs.

Sec. 90-~~1221~~ 1222. – Development review and approval.

Sec. 90-~~1222~~ 1223 – 90-1240. – Reserved

ARTICLE XXXIX. – S-1 CHURCH ZONE

Sec. 90-1385. – Placement of buildings.

Building placement in the S-1 zone shall be as prescribed in section ~~90-315~~ 90-895.

ARTICLE XL. –OFF-STREET PARKING

Sec. 90-1422. – General provisions.

(n) When a parking lot abuts, adjoins, or is adjacent to a R zone, a solid wall six feet in height shall be constructed and maintained on the property line. Where the parking lot is adjacent to the front or side yards of the R zone, a three-foot high barrier consisting of either a landscaped earthen berm, dense shrubbery, a block wall, or combination thereof, shall be installed to screen the vehicle headlights. Corner cutoffs, in accordance with sections ~~90-315(f)(1)(c) and (d)~~ 90-316 (3) and (4) are required in the construction of the wall.

ARTICLE XLVI. – WIRELESS TELECOMMUNICATION FACILITIES

Sec. 90-1617. – Processing procedures.

(a) All major and minor facilities shall be permitted in the applicable zone subject to the following table:

Zone	Major Facility	Minor Facility
All except R-1, R-2, R-3, R-4, R-AR, TR-20, SLR, and R-P	CUP	AUP
R-1, R-2, R-3, R-4, R-AR, TR-20, SLR, R-P	Not Permitted	CUP

Attachment 2



**CITY OF HEMET
Hemet, California**

RESOLUTION BILL NO. 16-066

**A RESOLUTION OF THE CITY COUNCIL OF THE CITY
OF HEMET, CALIFORNIA AMENDING THE SINGLE-
FAMILY RESIDENTIAL DESIGN GUIDELINES**

WHEREAS, on October 11, 2005, the City Council adopted Resolution No. 3960 approving the Single-Family Residential Design Guidelines and

WHEREAS, the Single-Family Residential Design Guidelines provide examples of design solutions to zoning ordinance requirements; and

WHEREAS, on September 13, 2016, the City Council adopted Ordinance Bill No. 16-062 (Zoning Ordinance Amendment No. 15-009) amending Article XI (Single-Family Residential Zones) and other associated sections of Chapter 90 (Zoning Ordinance) of the Hemet Municipal Code to update and refine the development code standards and regulations for single-family residential uses; and

WHEREAS, approval of Ordinance Bill No. 16-062 rendered the Single-Family Residential Design Guidelines inconsistent with the zoning ordinance; and

WHEREAS, the City Council desires to update the Single-Family Residential Design Guidelines to retain consistency with the zoning ordinance; and

WHEREAS, on August 2, 2016, the Hemet Planning Commission voted to recommend that the City Council approve the Single-Family Residential Design Guidelines, as amended; and

WHEREAS, on September 13, 2016, the Hemet City Council held a noticed meeting at which interested persons had an opportunity to testify in support of, or opposition to, the amendments to the Single-Family Residential Design Guidelines, and at which time the Hemet City Council considered the amendments to the Single-Family Residential Design Guidelines.

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

1 **SECTION 1. FINDINGS.**

2 The Single-Family Residential Design Guidelines, as amended, complement and assist
3 in the implementation of the mandatory standards of Chapter 90 (Zoning Ordinance) of
4 the Hemet Municipal Code as amended by Ordinance Bill No. 16-062 (Zoning
5 Ordinance Amendment No. 15-009.)
6

7 **SECTION 2. EFFECTIVE DATE.**

8
9 This resolution shall not become effective until 30 days after approval of the second
10 reading of Ordinance Bill No. 16-062.
11

12 **SECTION 3. CITY COUNCIL ACTIONS.**

13
14 Based on the foregoing findings, and on substantial evidence in the whole of the record,
15 the City Council hereby takes the following action:
16

17 The City Council hereby approves the Single-Family Residential Design
18 Guidelines, as shown in Exhibit 1 which is attached hereto and incorporated
19 herein by this reference.
20

21
22 **PASSED, APPROVED, AND ADOPTED** this 13th day of September, 2016.
23
24
25

26 _____
27 Bonnie Wright, Mayor
28

29
30
31 ATTEST:

32 APPROVED AS TO FORM:
33

34 _____
35 Sarah McComas, City Clerk
36

37 _____
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 13th day of September 13, 2016 by the following vote:

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

Sarah McComas, City Clerk

Exhibit 1



City of Hemet

Single-Family Residential Design Guidelines

Adopted by City Council Resolution No. 3960 October 11, 2005

Amended by City Council Resolution No. XXXX Date



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Appendix A: Architectural Styles

Appendix B: Glossary of Architectural Terms

Appendix C: City of Hemet Approved Street Tree List

Design Guidelines for Single-Family Residential Projects in the City of Hemet

1.0 Purpose

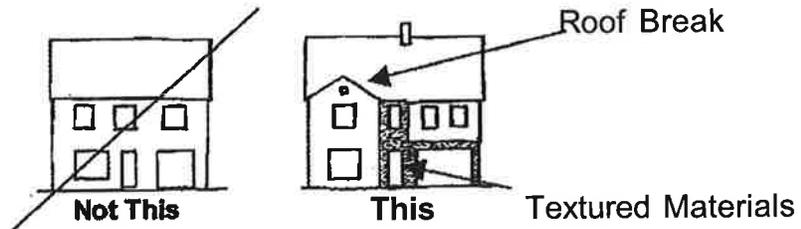
The City of Hemet adopts the following design guidelines for Single-family Residential projects in order to encourage good design for residential development that furthers the following principals:

- 1.1 Encourage quality residential development that utilizes innovative design concepts that foster conservation, diversity and community life.
- 1.2 Encourage homes which have entries with clearly identifiable front doors and porches which enhance the street scene and create opportunities for great social interaction with the neighborhood.
- 1.3 Homes should be in scale and proportion with the lot sizes.
- 1.4 Encourage visually diverse homes with a variety of architectural elements.
- 1.5 Encourage homes, which feature living areas instead of the garage as the prominent element of the structure in relation to the street.
- 1.6 Encourage the location -of open spaces to form focal points, gathering places, and recreational space for a variety of activities and age groups.
- 1.7 Encourage design which is pedestrian friendly and includes pedestrian trails and pathways to common destinations such as schools, parks, community facilities, shopping and transit.

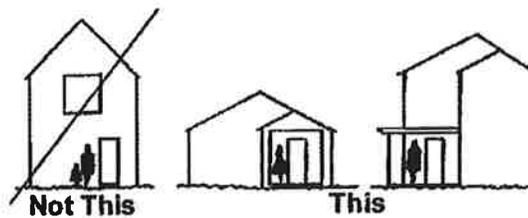
2.0 Architectural Guidelines

- 2.1 Architectural styles should be complementary and should provide thematic elements such as, but not limited to, the following items:
 - 2.1.1 Building styles and related design features such as Mediterranean, Spanish, Prairie, Craftsman Bungalow, Victorian, etcetera. Note: The City of Hemet does not intend to regulate any one style for a project but does require that styles be consistent within a project. [Refer to Appendix A Architectural Styles].
 - 2.1.2 Consistent roof materials such as tile, slate, cement, dimensional asphalt or similar materials. Wood shingles should not be permitted.

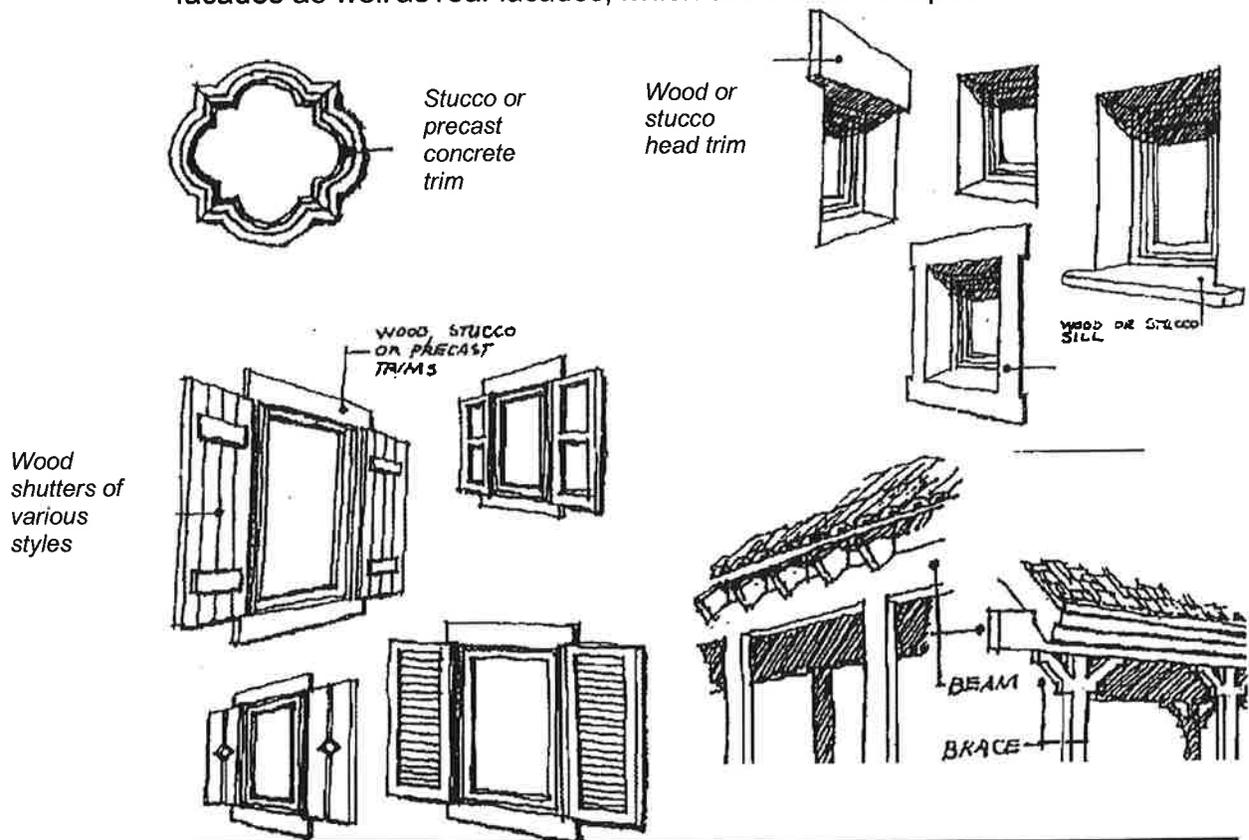
- 2.2 Reduce "boxiness" through building articulation, roof breaks, walls with textured materials, ornamental details, etc.



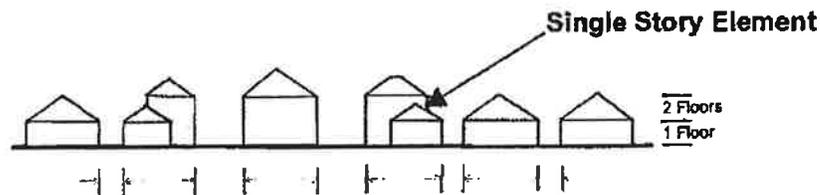
- 2.3 Provide human scale through use of understated entries and low-pitched roofs.



- 2.4 Architectural trim features such as window moldings, recessed windows, shutters, and similar treatments should be provided on front and side facades as well as rear facades, which are visible from public view.



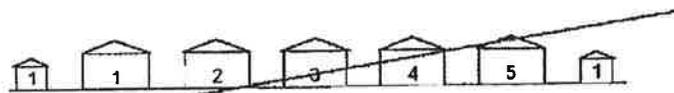
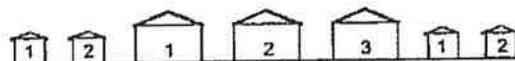
- 2.5 Provide architectural relief as required under any design guidelines adopted by City Council resolution.
- 2.6 Building heights should vary throughout the project. In reviewing building heights, consideration should be given to architectural style, rooflines, facade treatments, and distances between buildings. Additionally, all two-story homes should include both one and two story elements as part of the home design.



2.7 Homes that back onto major streets (defined as a street with a design width greater than 65' and major collector streets (defined as a 66' right of way which provides through traffic through a subdivision)) should provide the following:

2.7.1 Definite mix of one story and two story homes should be integrated into the project where backing onto streets. Typically, this should include at a minimum:

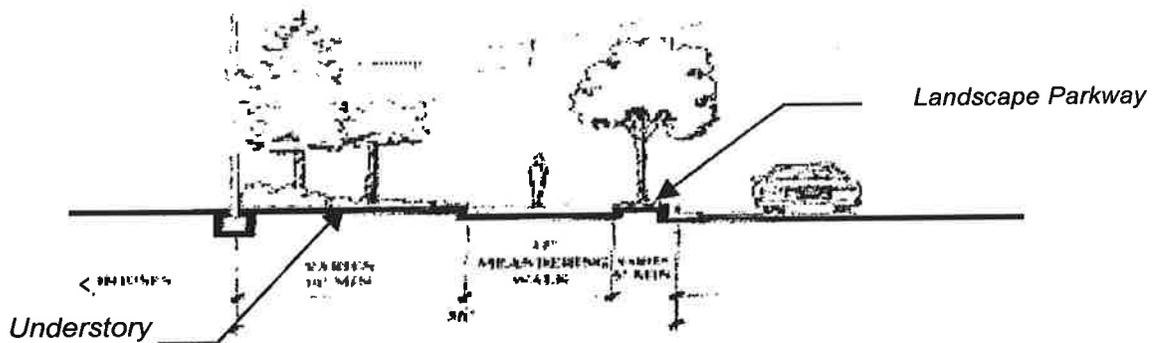
- 2.7.1.1 Provision of at least two one-story homes in a row.
- 2.7.1.2 No more than three two-story homes in a row.
- 2.7.1.3 Provision of one-story elements along the rear facade for all two-story homes where view fencing is provided.



2.7.2 Provision of heavily landscaped street scenes to help buffer visual impact of two-story homes. This includes, but is not limited to the following:

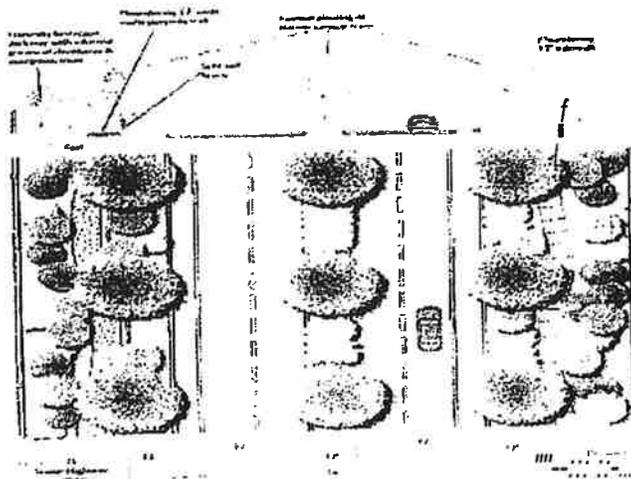
2.7.2.1 Provision of large canopy-type trees in clusters so as to provide adequate massing, which screens two-story homes from the street. Trees shall be at least 24" box size or measured a minimum of 1¾ inches in diameter twelve (12) inches about the ground when installed.

2.7.2.2 Provision of additional shrubbery to provide an "understory effect" to the trees and which should reach a height of at least 5 feet at maturity.



2.7.2.3 Provision of planted medians (with street trees) which provide additional visual relief.

2.7.2.4 Provision of wider landscaped areas adjacent to the streets to provide greater distances to homes that back onto the street. Wider landscaped areas means a distance of at least 10 feet greater than required by these guidelines or other City standards.



2.8 All new projects should respect the architectural integrity of adjoining neighborhoods and should demonstrate how the project will be compatible with those neighborhoods in terms of massing, building heights, setbacks, and architectural styles. Where necessary **appropriate**, strict application of these guidelines may be waived by the Approval Body in order to maintain compatibility with adjoining homes and neighborhoods.

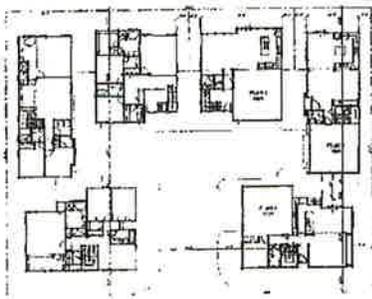
3.0 Lot Sizes

3.1—Refer to Chapter 90 (Zoning) of the Hemet Municipal Code for lot size requirements. Article XI (Single-Family Residential Zones) establishes development standards for lots sized from 6,000 to 40,000 square feet. Article XVI (Small Lot Residential Zone) establishes development standards for lots less than 5,000 square feet. Article XVIII Planned Unit Development Overlay District establishes the development standards for an overlay district on residentially zoned land. Article XXXVII (Specific Plan Zone) establishes standards for the processing of a specific plan and **should include the following:** ~~It is the policy of the City of Hemet to maintain a minimum lot size of at least 7,200 sq. ft. unless otherwise provided through the zoning ordinance (e.g. Existing zoning of R-1-6,000). However, lot sizes of less than 7,200 MAY be considered by the City through the Specific Plan process. Guidelines relative to Specific Plan applications are as follows:~~

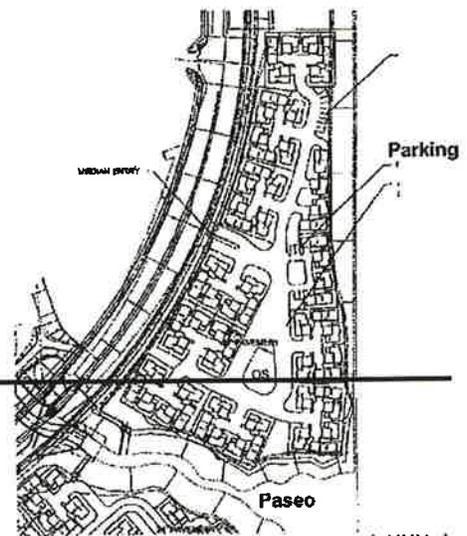
3.1.1 Specific Plans should include at least 200 dwelling units in order to provide for a variety of lot sizes.

3.1.2 Every Specific Plan should provide for a balance of dwelling unit types and lot sizes per General Plan policies [See Appendix C].

3.1.3 Lots smaller than 5,000 sq. ft. shall use innovative housing types and great amenity packages such as "Z" lots, auto courtyards, alley loaded and cluster housing.



Cluster Housing

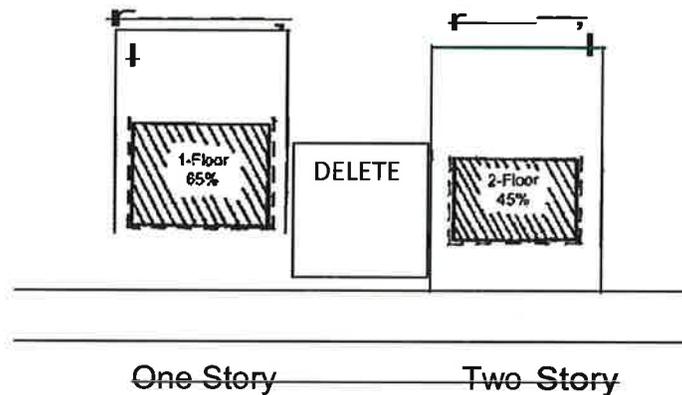


4.0 Maximum Lot Coverage (~~Net pad is defined at buildable pad area (exclusive of slopes)~~)

Refer to Section 90-314 (General Requirements) of Chapter 90 (Zoning) of the Hemet Municipal Code for maximum lot coverage requirements.

4.1 ~~One story dwellings 65% of net pad area~~

4.2 ~~Two story dwellings 45% of net pad area~~

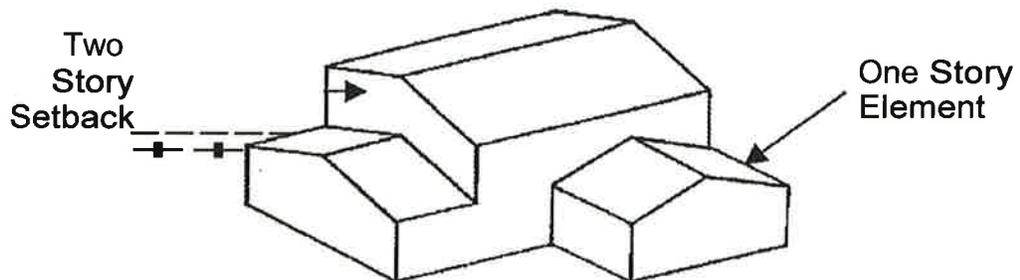


5.0 Architectural Standards

5.1 A second story should be setback between 4 (four) feet and 10 (ten) feet from the bottom floor footprint with an average 6 (six) feet in the front and street side yards. This can be done by either:

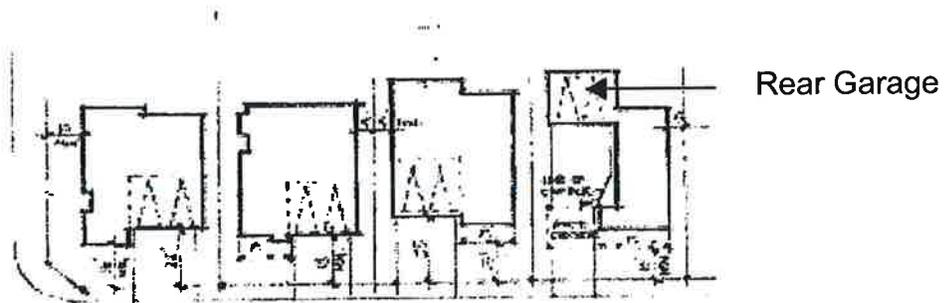
5.1.1 Providing a one-story element such as a porch or;

5.1.2 Through "resting" the second story 10 (ten) feet back from the first story facade.

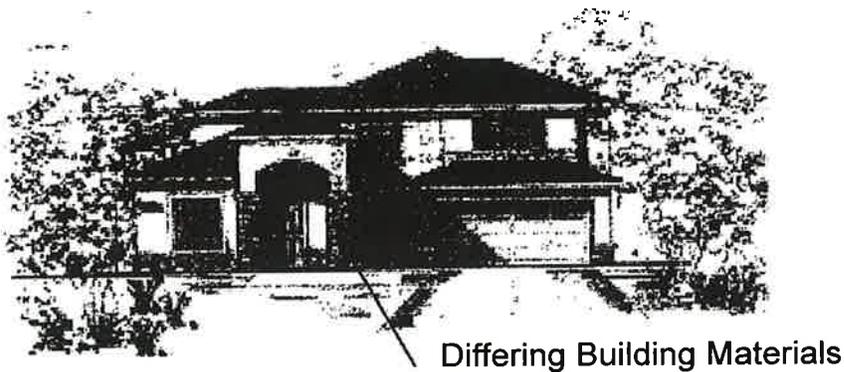


5.1.3 This technique may not be appropriate for some traditional styles shown in Appendix A.

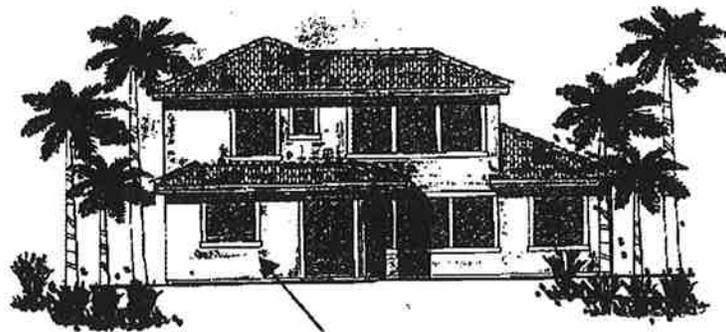
- 5.2 Provide a variety of garage setbacks throughout the project. This includes, but is not limited to design considerations such as placing garages at rear of property, aligning garages both in line with or behind living areas, and through the provision of standard front-on garages.



- 5.3 At least of any front and side facade should be of a different building material so as to provide contrast. 25%**percent** Side treatments should extend to at least the side return for interior lots and should extend the length of the visible side for exterior lots. (e.g. provision of wood siding in addition to stucco.) This guideline should also apply to rear elevations visible from public view. This guideline is **mandatory for projects of 2 or more lots pursuant to Section 90-315 of the Hemet Municipal Code and may be** waived for architectural styles which dictate uniformity of building materials.

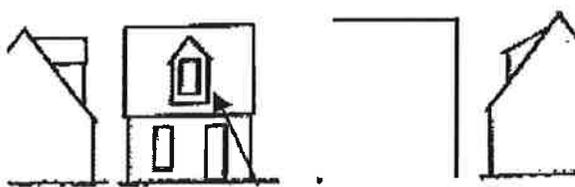


- 5.4 Provide a color palette for the entire project, which shows at least three colors (one primary and two trim) per home. At least five "palettes" should be provided so as to provide variety throughout the project.
- 5.5 Building planes on street side elevations. Avoid large flat planes and lack of detail on all elevations that are visible from a public right-of-way. All homes should provide, at minimum, the following:
 - 5.5.1 Front elevations - three (3) planes for lots less than 6,000 sq. ft. ~~lots or less~~ and four (4) for all lots 6,000 sq. ft. or greater in size.
 - 5.5.2 Rear elevations – two (2) building planes for one-story dwellings and three building planes for two-story dwellings.

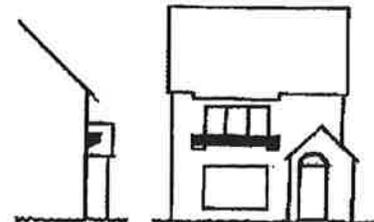


Second Building Plane

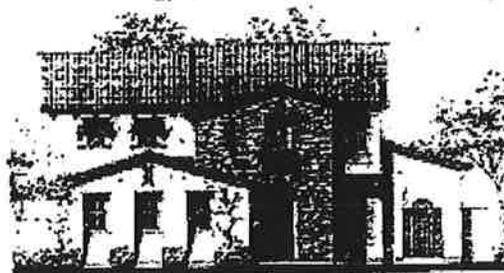
- 5.5.3 Building planes include dormers, varied windows, stone or other material overlay including a deck or window lintels. Building planes include elevation variables of more than 12 inches or more.



Dormers

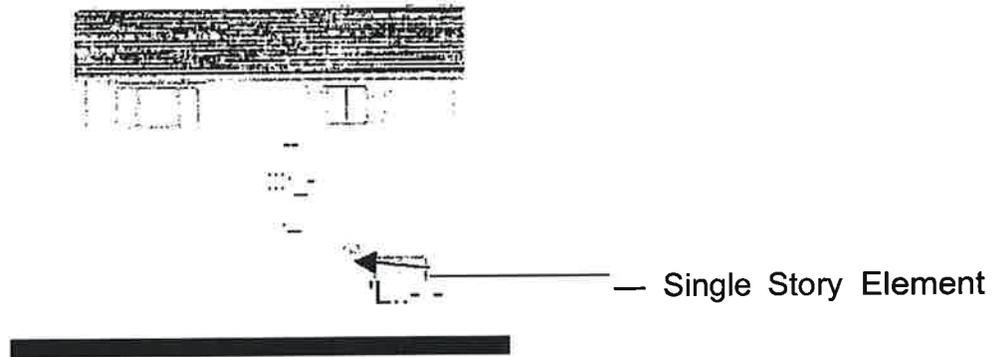


Window Lintels or Boxes



Planes with Material Overlay

5.5.4 Two story dwellings should include one story elements on rear elevations with view fencing.



5.5.5 Enhancements should be placed on all elevations facing a public right-of-way. This guideline is mandatory for projects of 2 or more lots pursuant to Section 90-315 of the Hemet Municipal Code.



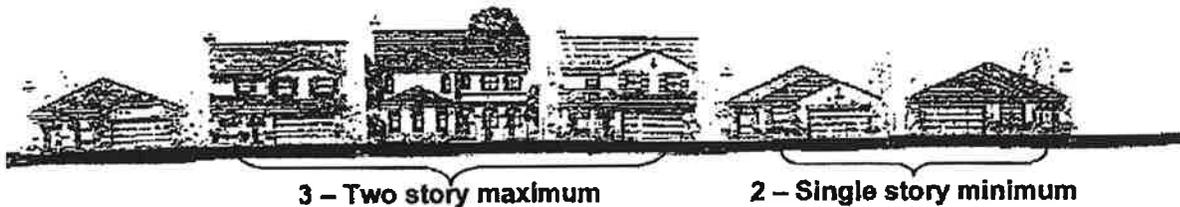
5.6 Roofing materials should be, at minimum, Class A-rated and should be comprised of concrete, clay, slate, or other durable/aesthetic roofing acceptable to the Approval Body. The roof material used within the subdivision should provide enough variation in terms of color and texture to minimize monotony. There should be no exposed roof rafter tails except for decorative purposes with appropriate architectural styles. Fascia boards, when used, should be a minimum of 2-inches nominal thickness.

5.7 A goal is to provide "smart wiring," energy efficiency and water efficiency to the maximum extent possible.

6.0 Second Story Dwelling Placement

Plotting of one-and two-story dwellings should provide variety and minimize the concentration of two-story units. The following guidelines should be followed pursuant to Section 90-315 of the Hemet Municipal Code

- 6.1 A minimum of 25% percent of the units in a tract/project shall be one-story dwellings.
- 6.2 For perimeter areas located adjacent to a major collector a maximum of three (3) two story dwellings should be plotted in a row. A minimum of two (2) one-story dwellings should be plotted in a row.



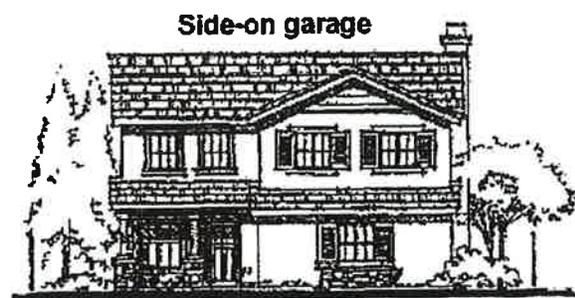
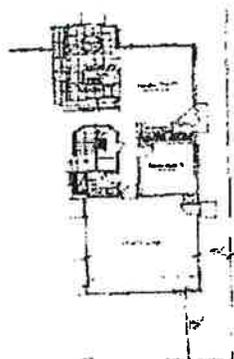
- 6.3 Only units having a minimum 15% percent single story element shall be plotted on corner lots.

7.0 Garage Design:

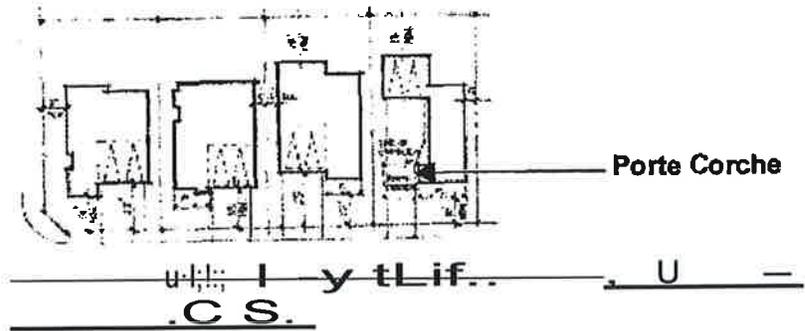
Garages should be integrated into overall house design and should not dominate front facade. The garage should not be the dominant architectural feature of the dwelling.

- 7.1 Provision in proportionate parts, a mix of the following innovative design features with the more "standard" housing elevations. Note: Not all of the following will be required but it is the intent of these guidelines to optimize use of innovation and variety and to avoid monotony, repetition of design and a "repetitive" approach to housing development in the City Of Hemet.

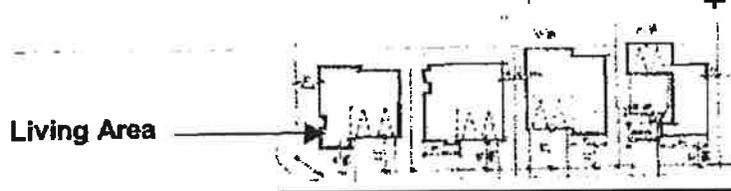
- 7.1.1 Side-on garages with windows facing the street.



7.1.2 Use of porte corches and rear garages.



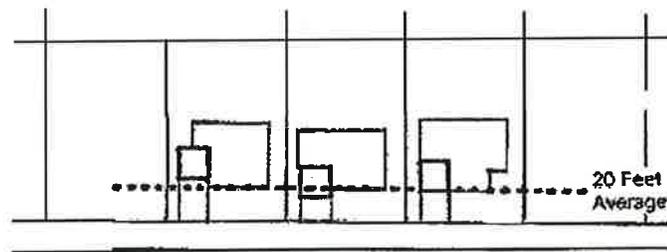
7.1.3 Use of a "habitable living space forward" concept.



7.1.4 Utilization of other design features similar to the above and as approved.

7.1.5 Utilization of an alley loaded concept.

- 7.2 To encourage varying front yard setbacks, particularly for attached garages, Section 90-314 of the Hemet Municipal Code requires Garage setbacks must to average 20 feet or more to encourage varying front yard setbacks with a minimum of 18 feet for lots of 7,200 sq. ft. or greater in size. Section 90-315 requires that alternative garage orientations and variations in front yard setbacks be incorporated into project design.



- 7.3 The amount of paving for driveways should not exceed 45 percent of the required front yard area unless there are unique physical circumstances such as parcel shape, topography, location, or surroundings.

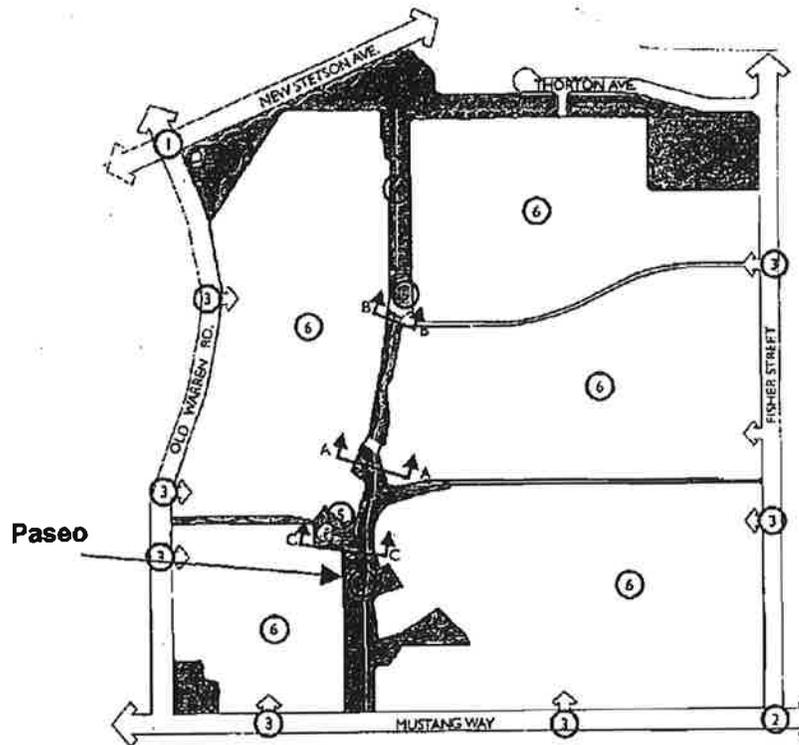
8.0 Private Rear Yard Open Space

Sec. 90-315 of the Hemet Municipal Code requires a flat useable rear yard in square footage equal to five percent of lot area.

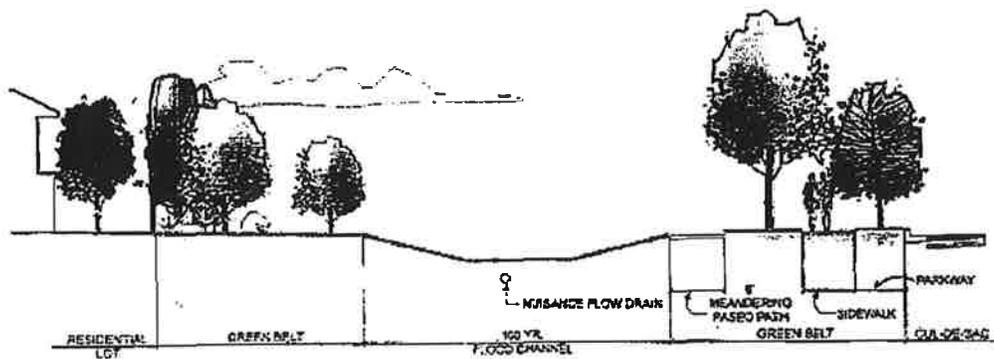
- 8.1 ~~50-foot wide minimum lots should have a minimum flat useable rear yard area of at least 225 square feet.~~
- 8.2 ~~60-foot wide minimum lots should have a minimum flat useable rear yard area of at least 325 square feet.~~
- 8.3 ~~70-foot wide minimum lots should have a minimum flat useable rear yard area of at least 625 square feet.~~

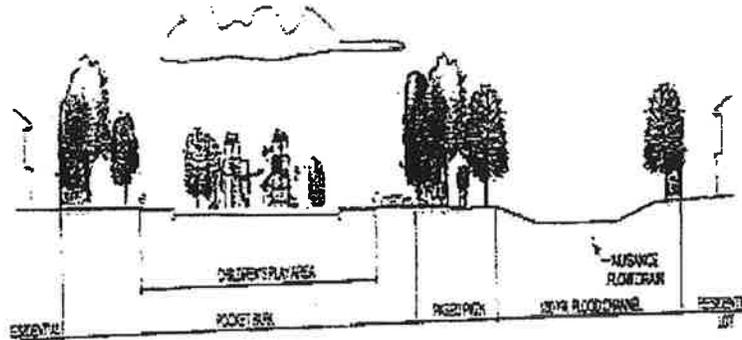
9.0 Open Space/Park Guidelines for all Residential Projects

- 9.1 All open space and parkland areas should be designed to promote visibility, safety and access. [~~Note: Please refer to Section 1-281 of the Hemet Municipal Code for full details~~]
- 9.2 Paseos or enhanced pedestrian walkways should be provided in an appropriate scale of the project. Provide enhanced pedestrian linkages (e.g. meandering sidewalks with a minimum 15 foot right of way providing a "backbone" system within the project) to the following:
 - 9.2.1 Adjacent and/or nearby trail systems.
 - 9.2.2 Open space and park opportunities either within the project or nearby.
 - 9.2.3 Nearby civic, cultural, or shopping centers.
 - 9.2.4 Meandering sidewalks shall not be required for local streets with driveway loaded lots.



- 9.3 Utilize and design flood control and drainage ways for:
 - 9.3.1 Joint use recreation facilities
 - 9.3.2 Natural study and wildlife preserves
 - 9.3.3 Pedestrian and bicycle corridors
 - 9.3.4 Development transition area



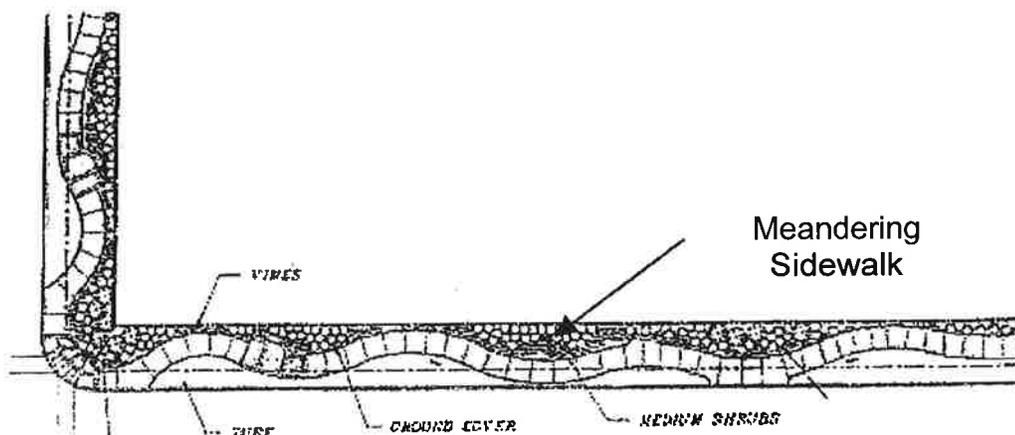


9.4 Any area that cannot be developed (such as retention basins, utility easements, etc.) should be landscaped and maintained. Where landscaping cannot be implemented due to constraints (such as small retention basins) appropriate screening and buffering should be provided. Screening should consist of at minimum:

9.4.1 Fencing with materials consistent with other publicly viewed walls within the project.

9.4.2 Landscaping with a minimum depth of five (5) feet. Landscaping should include a combination of trees, ground cover and shrubbery.

9.5 An enhanced 25-foot streetscape edge (defined from curb face and further defined as an average) is required along any street 88-feet or wider ~~should be required for~~ within any residential project. The enhanced edge should be comprised of at minimum:



9.5.1 A five to eight foot wide landscaped parkway with trees and tree groupings, 40-feet on center in addition to groundcover and/or turf.

9.5.2 A five to ten-foot wide meandering sidewalk within a minimum 15-foot right-of-way.

9.5.3 A seven (7) to fifteen (15) foot wide landscaped area defined as a lettered lot between the sidewalk and property line walls. Said landscaped area should include tree plantings, groundcover, decorative hardscapes, and/or turf and other appurtenances as approved by the Approval Body.

9.6 Park Credit: Open space areas are not credited toward park requirements. However, the City may consider partial credit if all of the following exist:

9.6.1 That the credit aspect is agreed to by both the City and the applicant AT THE TIME of project approval.

9.6.2 The City finds that acceptance of partial credit will result in an enhanced situation over that if no credit were given.

9.6.3 The area is clearly accessible to the public.

9.6.4 The area is developed in a manner that is similar to a recreational park.

10.0 Open Space/Park Guidelines for Small Lot Projects (less than 7,200 sq. ft. lots)

10.1 All items shown in section 9.0, plus the items in Sections 10.2 through 10.4.

10.2 Provide privately maintained common open space at a ratio of 0.5 acre per 100 homes. Exceptions to this ratio are:

10.2.1 Where extraordinary amenities are provided (such as club houses, pools, spas, etc.) the ratio can be reduced proportionate to the value of the extraordinary amenities as determined by the Approval Body.

10.2.2 Where other open space opportunities exist adjacent to the project and a reduction may be approved by the Approval Body including, but not limited to the following:

10.2.2.1 Open space areas set aside for preservation purposes.

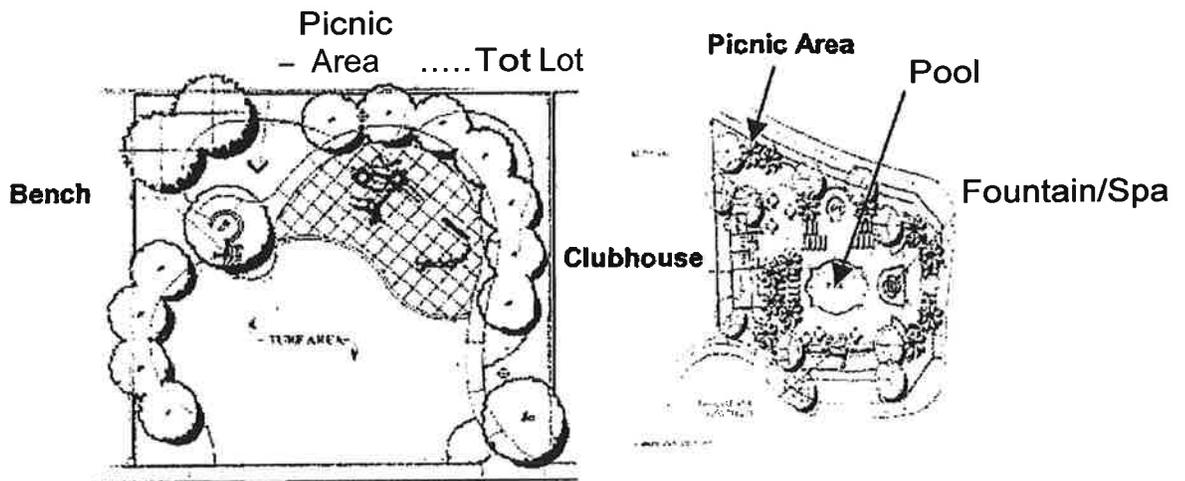
10.2.2.2 Trails such as Class1 bike trails or equestrian trails.

10.3 Open space should be provided and improved prior to occupancy of any home in a Project or according to an approved phasing plan.

10.4 Open space and any privately maintained common area (such as entrance drives, landscaped parkways, etc.) should be maintained by a Homeowners Association (HOA) and have Covenants, Conditions, and Restrictions(CC&R's) or other appropriately recorded regulatory agreement reviewed and approved by the City Attorney which provides assurances that said open space will be maintained in perpetuity.

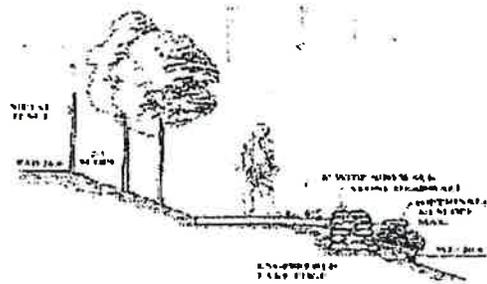
10.4.1 Open space should include both active and passive recreation activities such as, but not limited to:

- 10.4.1.1 Tot lots
- 10.4.1.2 Gardens
- 10.4.1.3 Benches Picnic tables
- 10.4.1.4 Pools
- 10.4.1.5 Spas
- 10.4.1.6 Basketball courts
- 10.4.1.7 Volleyball
- 10.4.1.8 Sand areas



10.4.2 Paseos: All residences within a project should be able to walk to an open space area through a paseo/walkway systems. While sidewalks may be utilized in part, all projects should include at least one "backbone" paseo which traverses the length of the project. Paseos should count toward the open space requirement noted above but should not be the dominant square footage component of the open space system. Said paseo should be landscaped. All paseos should have a minimum width of at least 20-feet.

- 10.4.2.1 Fences along the paseo should be either wrought iron view fences or some combination of view fence with decorative block wall which permits some privacy while maintaining visibility of the paseo to adjoining homes.
- 10.4.2.2 Paseos should be designed to promote visibility, safety, and access. Other requirements of the paseo system are:

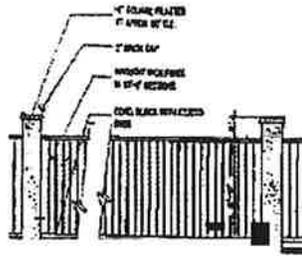


- 10.4.2.3 All paseos should have pedestrian lights which promote security while minimizing off-site glare and intrusion into adjacent homes.
- 10.4.2.4 All paseos should be easily accessible to the open space areas and to residences.
- 10.4.2.5 All paseos should include amenities such as drinking fountains, trash receptacles, benches, and shaded rest areas.

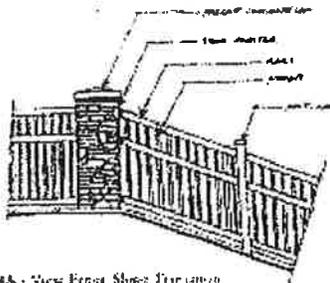
11.0 Wall and Fence Guidelines

Section 90-320 (b) of the Hemet Municipal establishes mandatory requirements for walls and fences. Additionally, the following guidelines shall be applied.

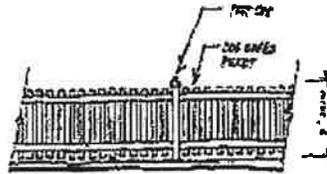
- 11.1 Project perimeter fencing adjacent to the public right of way should be required for all projects except where lots face streets.
 - 11.1.1 All perimeter fencing should be textured concrete or stucco with pilasters and caps and/or other material consistent with any adopted policy, guideline or standard in effect at time of approval.
 - 11.1.2 Wrought iron view fences are also permitted with pilasters and caps. Decorative block includes items such as split face block, slumpstone, etc., but specifically excludes precision block (unless completely covered by stucco), wood fences, and similar treatments.
 - 11.1.3 All perimeter fencing should have vines planted next to the wall to help soften the effect of block walls, with said vines being planted at least 10-feet on center.
 - 11.1.4 Other landscape techniques can be considered in lieu of vines (such as hedge plantings next to the wall) as long as said techniques helps break up the monotony of long perimeter walls and which would provide similar anti-graffiti characteristics.



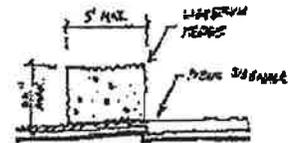
Exceptions: wood fencing, such as split rail and/or post and rail fencing may be considered in very large projects (average lot size over 10,000 sq. ft.) where the clear intent is to provide an equestrian atmosphere and rural lifestyle.



DETAIL 4A - Stone Fence Slope Transition



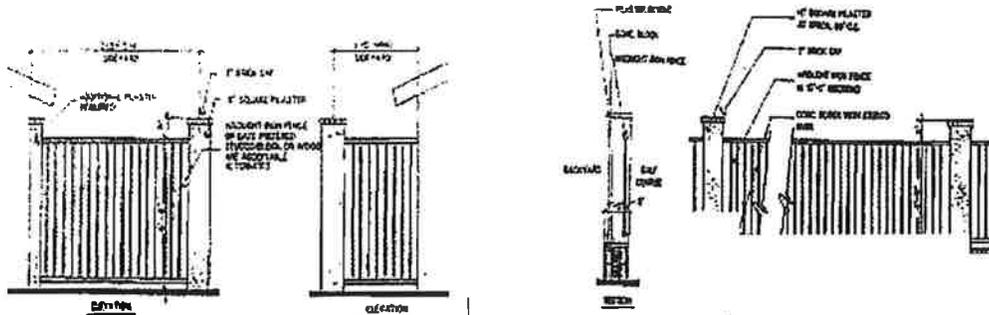
DETAIL 5 - Low View Theme Picket Fence



DETAIL 6 - Low Hedge

10.2 Residential lot fencing:

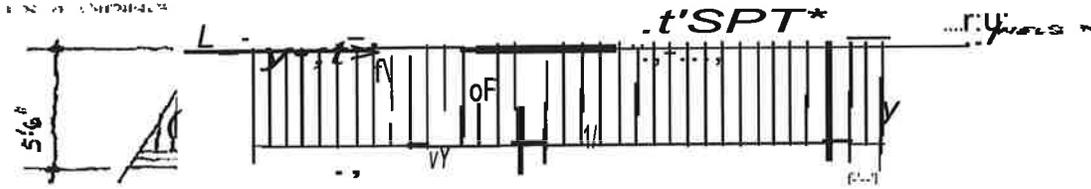
11.2.1 Walls visible to public view: any wall visible to public view (front yard returns, exterior side lot line walls, etc.) should be of the same material as the perimeter walls so as to continue a thematic element throughout the project.



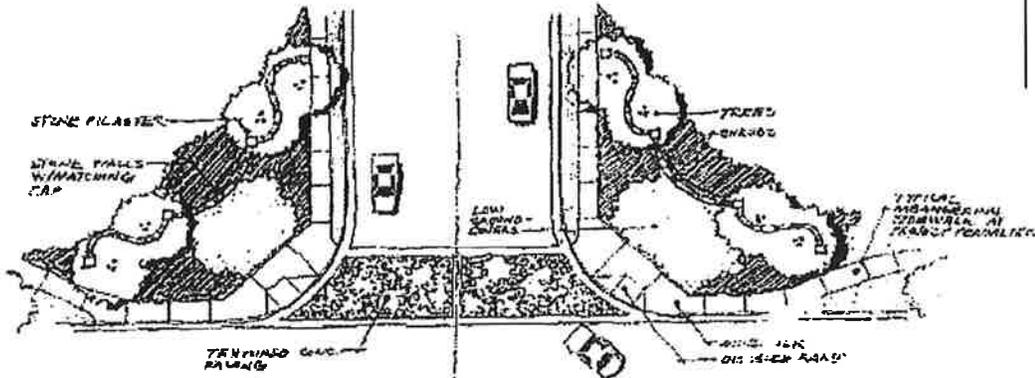
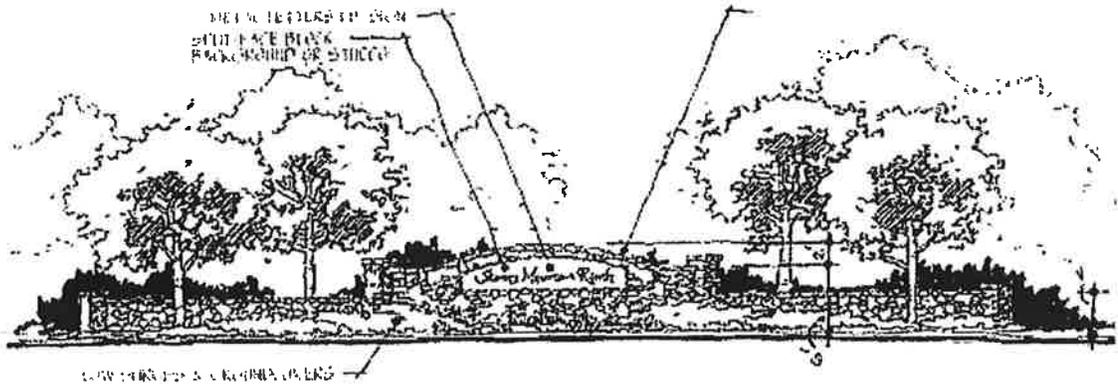
11.2.2 Gates visible to public view: Pedestrian gates (typical gates which open onto backyards) may be wood or wrought iron/tubular steel. No chain link is permitted. If wood, the wood should be painted the same color as the primary color of the adjoining home. Vehicle gates (side yard gates for RV's, etc.) should be opaque. The gate may be wood if painted the same color as the adjoining home, or a complementary color.

11.2.3 Interior lot line fences: Interior lot line fences should be comprised of masonry block walls, vinyl, wood or other materials which comply

with any applicable policy, guideline or standard in effect at time of approval. See also, Appendix D, City Council Resolution No. 3697.



11.3 Project Entries: Most tract home development should be provided with enhanced entries to establish neighborhood identity and develop a sense of arrival unless precluded by existing conditions.



ESPLANADE AVENUE

12.0 Landscape Requirements:

- 12.1 Perimeter landscaping and irrigation. All areas outside of any perimeter wall should be landscaped and irrigated. All street trees minimum sizes should conform to the currently Approved Street Tree List, incorporated herein by reference.
- 12.2 Xeriscape or drought tolerant landscaping is encouraged for all residential projects in the City Of Hemet. At least one home in any model home complex should include a xeriscape/drought tolerant plan for demonstration purposes.
- 12.3 Minor streetscape landscaping: All streets not identified with perimeter landscaping should provide street trees and landscaping within the parkway area. Street trees should be at least the size specified in the City of Hemet Approved Street Tree List, with a maximum separation of 40 feet on-center. Irrigation to said parkway should be provided by the adjoining lot owner. Additionally, landscaping should be provided on any exterior side yard lot between the wall and sidewalk consistent with the overall theme of the project. Irrigation to said landscaping is the responsibility of the adjoining lot owner.
- 12.4 All graded slopes, equal to or greater than 3-feet in vertical height, and/or on slopes graded to a 2:1 or a greater ratio should be planted with ground cover at a minimum spacing of 12 inches on center to prevent erosion. A permanent irrigation system should be installed for all vegetation.
- 12.5 Parks and landscaped public use areas should be planted, automatically irrigated, and made part of L&LMD, or alternative maintenance mechanism acceptable to the City, prior to the occupancy of 25% percent of the homes in the subdivision or prior to the occupancy of the 51st home, whichever occurs first.
- 11.6 All public landscaped areas should be maintained by the developer for a minimum of one-year to assure continued growth and health. Continued maintenance of public areas should be guaranteed by establishment of a home-owners association or alternative mechanism approved by the Planning Director.
- 11.7 All front yards should be planted with sod and/or ground cover and automatically irrigated. Decorative rock and/or xeriscape in the front yard may be used instead of sod when installed in accordance with City standards. 20% percent of the front yard area should be planted in shrubs and appropriate groundcover.

12.8 Disclosure notices: Disclosure notices to property owners should be recorded against all properties within the project which state:

12.8.1 That they are aware of any required financing mechanisms for the project such as L&LMD's or CC&R's

12.8.2 That they are responsible for the irrigation of parkway landscaping adjacent to their home as well as any landscaping adjoining their exterior side yard and that any lack of maintenance and/or irrigation is subject to code violation actions.

13.0 Inclusive Design

Inclusive design, sometimes called visitability or universal design, is a design concept that integrates basic accessibility features into newly built homes. The idea is to create a level of accessibility to accommodate visits by persons with mobility limitations or for longer-term mobility changes by the residents. The design concept is geared towards creating inclusive housing by using access to increase interactions. Builders and developers are encouraged to consider incorporating visitability concepts or other universal design concepts into home design including:

13.1 Zero-Step Entrance. Provide at least one step free entrance approached by a sidewalk, driveway, garage floor, or other useable route.

13.2 Interior Routes. Provide an accessible route through the hallways and passageways of the floor level served by the step free entrance.

13.3 Half-Bathroom. Provide an accessible bathroom on the floor level served by the step free entrance that provides a clear path to all fixtures and allows the user to shut the door when using the room.

13.4 Electrical Wall Switches and Receptacles. On the floor level served by the step free entrance, locate wall switches no higher than 48 inches above the finished floor and wall receptacles not less than 15 inches.

Appendix A
ArchitecturalStyles

Appendix A
COMMON RESIDENTIAL ARCHITECTURAL STYLES

Style	History	Elements
<p data-bbox="155 440 422 467">Art Deco (1925 - 1940)</p> 	<p data-bbox="581 435 1159 732">First widely popular style to break with early 20th century styles of Revival and Beaux Arts. Smooth wall surface, often stucco; smooth-faced stone and metal; polychromy, often with vivid colors; forms simplified and streamlined; geometric designs including zigzags, chevrons; towers and other vertical projections, presenting a vertical emphasis; machined and often metallic construction materials for decorative features. Often two stories with the use of glass block and steel casement windows.</p>	<p data-bbox="1184 435 1381 459">Form: Geometric</p> <p data-bbox="1184 493 1507 518">Materials: Stucco and Glass</p> <p data-bbox="1184 552 1604 576">Color & Finishes: White, light colors</p> <p data-bbox="1184 610 1570 634">Entrances: Integral with geometry</p> <p data-bbox="1184 669 1604 693">Fenestration: Smaller areas of glass</p> <p data-bbox="1184 727 1318 751">Roofs: Flat</p> <p data-bbox="1184 786 1373 810">Details: Minimal</p>

Art Moderne (1930-1940)



A later phase of the Art Deco movement. Smooth, rounded wall surfaces, often stucco; flat roof with small ledge at roofline; horizontal grooves or lines in walls (sometimes fluted or pressed metal); asymmetrical façade; casement/corner windows or other horizontally arranged windows; metal balustrades; glass-block windows, often curved. Unlike Art Deco, an emphasis is on the *horizontal*.

Form: Geometric

Materials: Stucco, Glass

Color & Finishes: White and light colors on smooth, uniform wall surfaces.

Entrances: Integral with geometry

Fenestration: Large continuous areas of glass

Roofs: Flat

Details: Varied by style, with aerodynamic or ship references

Arts and Crafts/Craftsman
(1910-1930)



The Arts and Crafts tradition included Craftsman and bungalow styled architecture which had a design focus on the harmony of indoor and outdoor life. The movement was influenced by the earlier Mission aesthetic with emphasis on well-crafted, detailed homes that used materials left as close as possible to their natural state such as cobblestones and rough hewn beams. Wherever possible aesthetic and functional interiors were integrated in simple living spaces.

Form: Dormers and large flat porches are common. Square upper columns resting upon more massive piers if supporting a roof.

Materials: "Earthy building materials of wooden shingles, stucco. Brick and fieldstone accents. Lap siding with mitered corners or trim.

Color & Finishes: Rustic appearance. Stucco/wood trim and fascia should have contrasting colors.

Entrances: Deep porches/covered entries with shed or side hip roof forms supported by articulated columns.

Fenestration: Multi-paned double hung windows with shutters. Built-up "timber" look garage doors. Multi-paneled garage doors with multi-pane windows.

Roofs: Large simple roof forms. Interlocking gabled roofs, low pitched roofs, dormer roofs, with deep overhanging eaves, exposed rafters tails and beams. Asphalt, concrete tile shake or shingles. Wood truss gable ends.

Details: Vertical slat vents, decorative braces or brackets. Decorative attic vents.

Cape Cod/Salt box (1650-1850)



An early American style, the Cape Cod structures began as early colonial houses somewhat reminiscent of small English and Celtic rural cottages. The style has a form that placed a simple entry near the middle of the front, with one room on either side, central chimney, and a small attic used as additional sleeping areas. Original examples often used cheaper shingling on the rear and sides, and lap siding on the front. Over time, the style has added dormers and stronger entries, along with rooms behind the front rooms. The Salt box was typically two rooms deep on the ground floor, with second floor rooms only over the front-facing rooms, and the rear roof sloping down from the ridge to the first-floor eave.

Form: 1 ½ and 2 story symmetrical simple "salt box" massing.

Materials: Stone or masonry wall accents. Smooth or textured wood lap siding or shingles.

Color & Finishes: Smooth, sand or lace finish stucco. Smooth or wood trim stained or painted.

Entrances: Front porches with wood columns are railings.

Fenestration: Vertically hung mullioned windows, often ganged in pairs with wood trim surround painted or stained. Entry door with accent color. Louvered wood shutters in accents colors.

Roofs: Main roof is steep sloping front to back may be of shallower pitch. Front and rear elevations shall feature steep pitched gable roofs. Shingle, slate, or shake style flat concrete tiles. 5:12 to 7:12 roof pitch with 12" to 18" overhangs.

Details: Authentic types have low central chimneys. Newer versions have end chimneys. Vine covered picket fences are traditional.

Colonial Revival (1860-1955)



Initially inspired by the 1876 Philadelphia Centennial: new interest in American colonial past. Architects studied colonial styles throughout New England by 1890s. A dominant style for domestic buildings nationwide 1900-1940s. Georgian and Adam styles were the backbone of revival ideas, with a secondary influence of Dutch Colonial (with Gambrel roof). The colonial revival style is sometimes referred to as *Neo-Georgian*, due to its striking resemblance to the earlier Georgian and federal styles. Southern colonial style homes usually are two or three story with a characteristic colonnade extending across the front with the roof extending over the colonnade.

Form: Simple plan form massing square or rectangular with simple roof design.

Materials: Architectural quality horizontal wood, brick.

Color & Finishes: Pastel to cool colors with white trim. Dark color shutters. White trim on fascias.

Entrances: Entry porches with simple trimmed wood columns

Fenestration: Vertical multi-paned windows with shutters. Minimum 2x4 wood window and door trim.

Roofs: 6:12 to 12:12 pitch with 0" to 12" overhangs. Front to back dominant gable roof with an intersecting gable roof. Asphalt shingles or smooth flat concrete tiles.

Details: Round attic vents.

Cottage Style



A blend of English country and French eclectic styles incorporating the steep roofs, half timbers and entry treatments.

Form: Rectangular plan form massing with some recessed 2nd floor area. Towers with conical roofs.

Materials: Smooth, sand or light finish textured stucco walls. Brick or stone cladding.

Color & Finishes: White and earthtones. Dark color accents on trim (shutters).

Entrances: Rounded arches with stone quoin surrounds.

Fenestration: Vertical shaped windows with mullions. Double hung, casement multi-lite windows with shutters. Recessed windows with balustrades. Bay windows. Garage doors patterns complimentary to style.

Roofs: Steeply pitched roofs with earthtone tiles, exposed rafter tails. Main roof hip or gable with intersecting gable roofs. 6:12 to 12:12 roof pitch with 0" to 12" overhangs.

Details: Columns, decorative tile, brick chimneys with chimney pots. Entry accents with real or faux stone.

English Country



This style is typically derivative of English Tudor and Cotswold houses, featuring steeply pitched roofs with strong visual character, and often dormers and large chimneys. Elizabethan or Half Timber styles are derivative with 2 or 2 ½ stories, often with part of the second story overhanging the first.

Form: Two-story structures, often with one-story elements. The second story may read more as a large attic when more massive roof shapes dominate the structure.

Materials: Stucco, authentic or simulated stone, masonry wall accents, with half timbers.

Color & Finishes: Natural earth colors. Smooth, sand or lace finished stucco. Rough stained or painted wood trim.

Entrances: Very often in small gabled pop-out vestibules.

Fenestration: Recessed or highly trimmed on front elevations. Small leaded casement windows for accent. Plank style wood shutters.

Roofs: Main roof which slopes from front to back may be of a shallower pitch. Front and rear elevation should feature steeper pitched gable or hipped roofs. Flat concrete shingle, shake or slate style materials. Ridge and hips can be accented with terracotta style clay or concrete tiles.

Details: Wood balcony railings. Corbel beams. Massive sculptured chimneys.

Farmhouse



The style is typically characterized by wrapping front porches with a variety of wood columns and railings. The asymmetrical cottage look may be used. Dormers and asymmetrical elevations can also be thematic for the elevations.

Form: Simple two-story massing forms are broken by gables both perpendicular and parallel to the front elevation and porches covered by either shed or side hip roofs.

Materials: Horizontal wood lap siding.

Color & Finishes: Historically, usually white, but occasionally other monotone colors.

Entrances: Porches with simple wood columns and wood railings.

Fenestration: Vertical multi-paned windows and shutters. Garage door patterns complimentary to style.

Roofs: 6:12 to 9:12 roof pitch with architectural quality asphalt shingles or smooth flat concrete tiles.

Details: Cupulas, dovecotes, wood pot shelves, gable end vents. Minimum 2x4 wood window or door trim.

French Country/French Eclectic



This style is characterized by a steeply pitched hipped roof without dominant front facing cross gable. Eaves are commonly flared upward at the roof/wall junction with brick, stone, or stucco wall cladding, sometimes with decorative half-timbers. The style has a great variety in form and detailing, but is united by the characteristic roofline.

Form: Formal 1 ½ to 2 ½ story homes. Textured chimneys.

Materials: Stone veneer used as accent on stucco.

Color & Finishes:

Entrances: Symmetrical arched entrances surrounded by bricks or stone detailing. Entry doors with enhanced glass patterns. Heavy porch columns.

Fenestration: Double hung, casement or arched windows with some full-length casement windows with shutters. The curved headed upper windows often break through the cornice. Divided light windows with shutters. Diamond mullions used for feature windows.

Roofs: Varying pitch roof line.

Details: Small scaled wood and wrought iron balconies often with potshelves.



Italianate



This is a 19th century style of house usually identified with a low-pitched, hipped roof, often with ceramic tiles and sometimes flat, hinting at its Mediterranean source region; wide, overhanging eaves with large brackets under the roofline; arched doors and windows, primarily on the first floor; Italian-style entryway, often with classical columns; facade usually symmetrical, but occasionally found in asymmetrical or picturesque floor plans. Eave brackets are typically rare on Spanish Revival and Mission-style buildings, thus making them a distinguishing feature of the Italian Renaissance period style. Interestingly, this period style tends to mimic their Italian counterparts more accurately than did the 19th-century Italianate style.

Form: Two story massing with one vertical and one horizontal break.

Materials: Stucco with cast concrete accents.

Color & Finishes: Mid-value saturated colors with fine to light sand finish or light lace finish.

Entrances: Some porches with tapered round or square simple columns.

Fenestration: Vertically hung multi-paned windows in front elevation and in high visibility areas, often ganged in pairs. Deep recessed windows ganged together in double and triples in front elevation. Arched top accent windows. Shutters sometimes used.

Roofs: Main hip roof with minor intersecting hip roofs. 3.5:12 to 4.5:12 roof pitch with 24" overhangs and stucco soffits. "S" shaped concrete tiles.

Details: Tapered round or square simple stucco columns, shutters, belt course trim, stone based veneers and tower elements.

International (1925 - present)



Starting in the early 20th century based on modern structural principles and materials; Concrete, glass, steel the most common; occasionally reveals skeleton-frame construction, exposing its structure; rejected non-essential decoration; ribbon windows, corner windows a hallmark of the style; bands of glass as important as bands of "curtain wall"; balance and regularity admired and fostered; flat roof, without ledge. Often with thin, metal mullions and smooth spandrel panels separating large, single-pane windows.

Form: Simple one- and two-story massing, with curtain walls and windows.

Materials: Stucco and glass with smooth, uniform wall surfaces

Color & Finishes: Typically white stucco.

Entrances: Often, understated entries within geometric voids.

Fenestration: Large areas of continuous windows.

Roofs: Flat, occasionally with roof terraces.

Details: The building form, along with windows and voids comprise abstract geometric shapes as details.

Mediterranean (Mediterranean Revival) - Italian Renaissance, Spanish, Eclectic, and Mission



Mediterranean style is characterized by strong unifying elements such as tile roofs, simple and uncluttered detailing, and recessed openings conveying a sense of solidity and permanence. These forms and materials traditionally provided a response to the need to provide shelter from the sun with thick walls for insulation, light colors for reflection, and recessed windows for shade.

Form: Plain one- and two-story boxes that may be grouped.

Materials: Stucco with tile flooring.

Color & Finishes: White, earth-toned, or pastel stucco.

Entrances: Inset

Fenestration: Muntined windows with stuccoed or stained wood trim. Stained wood doors and shutters. Arched-shaped doors and windows.

Roofs: Clay or concrete "S" tiles. Pyramid-shaped roofs with parapet walls.

Details: Wood or wrought iron balconies. Stone, wood or concrete columns.

Monterey



The Monterey style emerged in 1853 when the New England Colonial style was updated with an adobe brick exterior and Spanish Colonial style elements. Typically, examples are two stories with long, narrow second-floor porches, and include low pitched roofs. Later examples merged Spanish Eclectic with Colonial Revival styles.

Form: Simple box plan form with balcony across the front at the second floor level.

Materials: Fine sand to California Monterey stucco finish.

Color & Finishes: White or dark brown trims.

Entrances: Porches with wood columns.

Fenestration: Simplified colonial style window and door trim. Single paned windows with shutters. Garage door patterns complimentary to style.

Roofs: Main hip or front to back gable roof front to back at 4:12 to 7:12 and shed roof break over balcony at 3.5:12 to 4.5:12 roof pitch. 12" to 24" overhangs. Barrel or "S" tiles.

Details: Vertical siding accents at gable ends and 2nd floor balconies. Wood balcony and railings. Round attic vents.

Prairie (1900-1920)



The early 20th century Prairie Style is characterized with horizontal expression and delicate proportions. The roof often "floats" with deep overhangs. Stately, strong and weighty proportions provide a massive, earthy feel. Windows are grouped in horizontal bands with vertical proportions.

Form: Two story massing with horizontal design elements with one story elements.

Materials: Stucco with sand finish or wood lap siding, horizontal banding in brick, plaster, wood or stone.

Color & Finishes: Wide range of earth tones with both light and dark shades with contrasting trim.

Entrances: Covered entries and breezeways with stucco or wood columns on stone base.

Fenestration: Individual windows arranged in horizontal bands. Vertical windows at first floor and accent horizontal windows at 2nd floor along belt course.

Roofs: Low pitched (4:12 & 5:12), wide fascias with deep overhangs, hip & gable roofs with flat tile or slate. Boxed soffits used.

Details: Broad flat chimneys with brick cap details.

Ranch



Also called the California Ranch, the style is indigenous to California and is loosely based upon the horizontal Prairie style. The general character is derived from the Mediterranean, Bungalow, and 1940's Ranch styles. It consists of one and two story volumes with hip and gable roofs.

Form: Indoor-outdoor relationships are accentuated by such elements as: large areas of glass, sheltered porches, greenhouse rooms and corner windows. Exposed beam ends and deep fascias are used with columns and piers to create strong shadow patterns.

Materials: Clapboard (horizontal boards), board and batten (vertical boards), shingles and stucco. Brick or stone waiscot accents.

Color & Finishes: Smooth, sand or lace finish stucco. Smooth or textured wood lap, siding, shingle or board & batten siding.

Entrances: Porch entries

Fenestration: Large glass areas with or without divided lights. Trapezoid window shapes. Wood shutters with wood trim on windows. Entry door stained or painted. Stained or painted textured wood trim surrounds. Wood potshelves at windows.

Roofs: Low pitched (4:12, 5:12) with moderate to broad roof overhangs and eaves. Flat asphalt or concrete tile.

Details: Exposed ridge beam extensions with bracing.

Santa Barbara



The Santa Barbara style is a composite style mixing various Spanish and Mediterranean elements.

Form: Two story massing with strong one story elements. Simply articulated two story boxed plan massing with not more than 50% one story element across the front elevation.

Materials:

Color & Finishes: Fine to light sand finish, light lace finish stucco or California Monterey stucco. Vertical siding accents at gable ends and second floor. Whites, painted brick, white or dark brown trims.

Entrances:

Fenestration: Simplified Colonial style windows and door trim. Vertically hung windows at sides and rears, often ganged in pairs.

Roofs: 4:12 to 5:12 pitch with 12" or 18" overhangs. Simple hip or gable roof with one intersecting gable roof. Shed roof often over porch. Barrel or S shape concrete roof tiles.

Details: Arched stucco column porches. Wood balcony and railings. Ornate chimney top trim, shutters, and round tile attic vents. Wood corbels, recessed accent window. Arched and sloping fin walls.

Spanish (Colonial, Eclectic)



Taking architectural clues from Spanish missions, along with details from Spanish Renaissance architecture, this style is an amalgamation of design visions of Spanish colonial architecture in hindsight. The style works well in California and the American southwest because of its adaptability to materials such as conventional framing, stucco, and tile that are suited to modern construction techniques and climate.

Form: Two story massing with strong one story elements.

Materials: Stucco

Color & Finishes: Smooth sand or lace finished stucco. Stucco wainscot in accent colors. Dark stained or painted brown wood trim.

Entrances: Arched stucco column porches.

Fenestration: Muntined windows with stuccoed or stained wood trim. Vertically hung 9 and 12 paned windows often ganged in pairs. Stained wood entry door. Stained wood plank shutters. Garage door patterns complimentary to style.

Roofs: Main roof sloping front the front to back may be of a shallower pitch. Front and rear elevation gables on hips shall be shallow pitch. Clay or concrete "S" tiles for Mediterranean styles. Simulated shake or shingle style flat concrete or clay "S" mission tiles for California or Monterey elevations. 4:12 to 5:12 roof pitch with 12" to 18" overhangs.

Details: Wood or wrought iron balcony railing. Radius stucco arches. Stone, wood or concrete columns. Stuccoed or wood corbels under soffits.

Tuscan



Planes with Material Overlay

The Tuscan style is typically a modern iteration of traditional Italian vernacular forms that combine lower-pitched roofs, inclusion of stone, tiled roofs, and often, formal detailing.

Form: One- and two-story massing with strong one story elements.

Materials: Stucco and Stone

Color & Finishes: Smooth stucco. May include stucco wainscot in accent colors. Dark stained or painted brown wood trim.

Entrances: Depending on the example, simple prominent doors or highly stated entry features.

Fenestration: Muntined windows with stuccoed or stained wood trim. Stained or painted wood entry door. Painted wood louver shutters. Garage door patterns complimentary to style.

Roofs: Main roof sloping front the front to back may be of a shallower pitch. Front and rear elevation gables on hips shall be shallow pitch. Clay or concrete "S" style tiles. 4:12 to 5:12 roof pitch with 12" to 18" overhangs.

Details: Wrought iron balcony railing. Stone or stucco arches or columns. Stuccoed or wood corbels under soffits.

Appendix B

Glossary of Architectural Terms

GLOSSARY

FOR THE

DESIGN GUIDELINES

FOR

SINGLE-FAMILY RESIDENTIAL

PROJECTS IN THE

CITY OF HEMET

GLOSSARY OF TERMS

Adobe, or adobe block

A building material composed of compacted earth, clay, and straw mixed with water, originally unfired, usually covered with a protective sealer for preservation, typically used in the American Southwest or Latin America. Adobe blocks and masonry products with a similar appearance are often used to impart a pueblo or Spanish colonial building style.¹

Alameda

In Spanish, a promenade or garden used for passage, possibly with trees or hardscape, but little other landscape.²

Alley

A service access driveway, meeting Minimum Street Design Standards of the City of Hemet, used in common by adjacent properties, but not part of those properties, typically located at the rear of lots.

Applique

"An accessory decorative feature applied to a ...structure."²

Arbor

A walkway covered by a framed but unroofed structure, often with overhanging landscape, similar to a pergola (a covered space) or a gallery (a roofed walkway).

Arcade

A series of arches forming a single architectural element.

Arch

A curved element, currently usually round or elliptical, spanning a wall opening.

Avenue

In terms of landscaping, a double row of trees on either side of a street or walk.

Balcony

A platform projecting from a wall and enclosed by a railing or parapet.
Conventional (as above), or
French style (an upper-floor exterior door protected by a railing).
Compare to decks, loggias, and verandas.

Balusters and balustrade

Smaller posts supporting the upper rail of railings, also used to limit the size of openings within railings to meet building codes. A repeating row of balusters would be a balustrade. Balusters are more often rounded (or turned), decorative posts,

sometimes referred to as colonettes. Lighter, wooden balustrades have come to be called banisters.^{2,3}

Band

“A flat member, usually horizontal or nearly so, decorating or serving to divide a wall when treated architecturally...[and] the special varieties of band are indicated by the terms string course, sill course, lintel course, frieze, plat [flat, near fascia] band.”²

Banister - See Balusters

Bargeboards

Trim pieces hanging from gable ends of roofs, as fascia would hang from eaves. Ornamental bargeboards were occasionally used in some building styles, such as Carpenter Gothic, Arts and Crafts, or Craftsman. Also referred to as vergeboards, gableboards, barge rafters, fly rafters, or gable rafters.³

Bargecourse

“The whole projection of a gabled roof beyond the gable wall.”²

Barger rafters - See bargeboards.

Batten

“Any thin and narrow strip of wood such as may be used for nailing over the joints between the boards of the siding of framed houses.”²

Batter

“A slope, especially a slight inclination from the perpendicular; specifically, the slope given to the face of a wall,” with the width of the wall greater at the base to support weight.²

Bay Windows - See windows.

Bow Windows - See windows.

Belvedere

A building commanding an interesting view.

Boscage

An urban design term referring to the general pattern of trees and landscape.

Bracket

A support, possibly decorated, for a projected element.

Bricks and Brickwork

Fired clay building material with a rectangular block shape. The longest side is referred to as a stretcher, and the depth is referred to as a header. Construction is in courses according to particular construction styles, or bonds (American, English, Flemish, Herringbone, Plumb, Running, etc.). A lacing course is one or several courses inserted in stone or other walls as a bond course.²

Building projections

A small portion of a structure projecting beyond the exterior of that structure, often referred to as pop-outs, bay windows, etc.

Canopy

An ornamental, roof like element, also called awning or marquee.

Cap

A top piece covering the top of typically a wall or pilaster. On columns and some pilasters, it would more appropriately be referred to a capital. Also called coping.

Chair-rail Molding

A molding used to prevent chairs from damaging interior walls, typically about three feet above the floor.

Check

In stone masonry, a notched stone into which is placed another stone.²

Chimney

A device that encloses flues to carry smoke out of a house. In relevant usage, a structural and decorative element used to vent fireplaces, rising above the roof, and possibly discernibly located at an exterior wall. In this case, chimneys typically contain styling cues and materials from the house. Chimneys can also be faux chimneys that serve no purpose other than providing architectural relief for a roof.

Chimney Band

In current usage, a decorative band around a chimney.

Chimney Pots

Flue coverings on the tops of chimneys, plain or decorative.

Chord

In geometry, the straight line between the ends of an arc.

Clerestory Window - See windows.

Columns (including Bases, Capitals, and Entablatures)

Vertical pillars or posts. Typically, columns are round in plan view. They may be constructed atop a base, and include a top or cap, called a capital. When supporting horizontal elements, the horizontal element is referred to as an entablature (that would have been highly decorated in Greek, Roman, or other classical architecture. Columns may be uniform in plan view, or can vary with fluting or tapering. Columns, and especially capitals have been traditionally characterized as Corinthian (highly decorated), Doric (relatively more plain, and without a base), Ionic (scrolled), and Tuscan (most plain). Some authorities include a composite Roman style. More recent building styles usually include the standard classical base, column, capital, and entablature structural features, but usually understate capital and entablature features such that they are not decorative.^{3, 5}

Coping - See Cap.

Corbels

A support or bracket projecting from a wall to provide support for structural features above. Corbels are usually more solid and more decorative than simple braces.

Cornices or cornice bands

²"The uppermost section of moldings along the top of a wall, or just below a roof."

Dado - See Wainscot.

Deck

A platform raised above ground level, with open space below.

Dentil molding

A horizontal molding composed of a series of individual dentils, or rectangular blocks, typically located below the roof line cornice, but potentially located anywhere.²

Dormer

A boxed-in and roofed window set vertically on a sloping roof. Its roof is usually gabled or shed-roofed.³

Eave

The exposed edge of the roof structure, or the underpart of a sloping roof hanging over a wall.⁶

Enhanced Paving

Decorative paving used for accent purposes.

Eyebrow

A shallow, semi-elliptical or semi-circular shape, most typically used for small porch or dormer roofs on Craftsman-style houses, or arbors.

Façade

A building face or elevation.

Facing

"A covering applied to the outer surface of a building," akin to siding or sheathing.⁶

Fanlight

Semi-circular or semi-elliptical window above a door.

Fascia

A horizontal trim board attached to the outer portions of an eave, or to extending rafters.

Fences and Walls (See also railings)

In current local usage, fences refer mostly to solid or open fences of wood, wrought iron, etc., and walls refer to masonry walls typically located around project perimeters or project boundaries.

Fenestration

A building's system of wall openings such as windows and doors.

Fluting

Shallow, concave vertical grooves on a surface, often on a column.

Fly Rafters - See bargeboards.

French Door

A door composed of windows, often in pairs, or a window extending up from floor level.

Gable

The triangular, upper portion of a wall section below the roof on structures with gable roofs (also called double-pitched roofs).

Gable Rafters - See bargeboards.

Gableboards - See bargeboards.

Gallery

"A room or hall much longer than its breadth," sometimes also a balcony for performers.²

Gambrel Roof - See Roof types.

Garage

A fully enclosed parking space, may have additional non-parking space.

Doors

Sectional Roll-up - A sectional door that rolls toward the interior ceiling.

Tilt-up - A single-section door that tilts out and then up.

Types

Double - Two, side by side parking spaces.

Front-on - A garage with doors facing the front or alley frontage.

Side-on - A garage with doors facing away from the street or alley frontage.

Single - One parking space.

Tandem - Two, end to end parking spaces.

Three-car - Three side by side parking spaces.

Gazebo

A freestanding, roofed structure, usually open on the sides.⁴

Half-timbering

A method of construction, prevalent in medieval Europe, in which the timber framing, and sometimes framing with framing, was left exposed, with void spaces filled with other available materials. Some post-and-beam colonial American buildings, particularly barns, used this type of framing, but typically had siding applied to minimize drafts and the effects of the harsher New England climate. Victorian, Tudor, and Stick styles often applied external timbering that visually alluded to the medieval model, and was called false or ornamental half-timbering.³

Hardscape

Outdoor space improvements such as paving, benches, fountains, etc.

Joint

The place at which two pieces of material meet. There are numerous types of joints for various materials such as stonework, wood, plumbing, etc.²

Kicker

A simple wooden bracket of several pieces often used to support roof gable courses on the gables of Arts and Crafts or Craftsman style houses.

Knee Brace

A bracket that is typically wooden and includes bent or curved interior portions, often used in decorative supports of overhangs or eaves in some styles of houses

between the late 1800s and the early 1900s such as Italianate, Queen Anne, Gothic Revival, Arts and Crafts, and Craftsman.

Lath or lathing

Thin strips of wood or steel material used for securing other materials.

Lattice

A system of regular intertwining bars or strips of lath used to provide privacy, for decoration in wall openings, or somewhat open fencing. The style varies between parts of the world. Currently, most often used in fencing. Previously, often used in open, porch gables of Craftsman style houses.²

Leveler

In stone masonry, a small stone inserted to provide a level surface for part of another stone in a higher course of stones.²

Lintel

A horizontal member spanning a wall opening. Currently, also used as trim above windows.

Loggia

"In Italian architecture, a roofed structure open on at least one side and affording a protected sitting place out of doors."²

Mansard - See Roof, Type, Mansard

Materials

Aggregate - Fragmented hard material, typically used in concrete.

Brick

Foam

Stone

Wood

Wrought Iron - Currently, a metal cast, molded, or shaped, often tubular steel.

Mews

In modern British terminology, a court, small street, or yard upon which open garages or residences, similar to a modern, American auto court.²

Mezzanine

Traditionally, a "partial low story introduced in the height of a principal story; hence, any subordinate story intermediate between two main stories."² In current practice, an upper area defined by its partial lack of exterior walls by the Uniform Building Code, as in the current term "loft." See also, One and One-Half Story Building.

Molding, or Moulding

A decorative strip or piece of material, applied onto another piece of material or where two material planes meet. Strips are often wooden, but may be other materials in modern construction, especially in exterior applications. Many molding strips have concave, convex, or combinations of profile shapes. Webster's lists some common molding profiles as fillet and fascia (squared and projecting), torus (convex), reeding (with insets), cavetto (convex under a squared and protruding top plane), scotia (convex over a squared and protruding lower plane), congé (similar to fillet and fascia, but concave), and beak (combination upper convex and lower concave shape reminiscent of a bird's beak).

Monument

In current local usage, a project entry feature that identifies a project or community area.

Mortise

A hole, groove, recess, or slot, typically long and narrow with parallel sides, formed within one piece of a structural material for the purpose of receiving and holding securely another corresponding part such as a tenon.² Materials may be joined in a dovetailed fashion. On Arts and Crafts, Craftsman, and traditional Japanese style buildings, such joinery is often found on porches, railings, and eaves.

Mullion

A slender, vertical frame piece within a central portion of a wall opening or window, often used to denote dividers between window panes.^{2,4}

Newel

A continuous, vertical central axis of a circular staircase that supports projected stair treads.²

Niche

A recess in a wall.⁶

Nose

A projecting edge or angle.²

Offset

A dimension or distance perpendicular to the main line of direction.²

Ogee

A double or S-shaped curve, particularly in a molding.²

One and One-Half Story Building

A building which utilizes attic area as an additional story, in current practice, typically defined as a mezzanine level under the Uniform Building Code. Such a

building would not have a separate exterior wall for the attic story, but would use dormer windows or skylights for light and air circulation.

One- and Two-Story Building Forms, Combinations of

In current local practice, applying distinct one-story rooms or porches to two-story buildings to provide a more varied abstract building shape.

Oriel - See Windows

Outlooker

A bracket that is typically wooden, often used in decorative supports of gable eaves or courses in Arts and Crafts and Craftsman style houses, similar to a knee bracket.

Palladian Window - See Windows

Parapet

A short wall surrounding a roof or balcony.

Party Wall

A common wall built between abutting buildings or sections of buildings.

Paseo

Traditionally, a public walk or boulevard akin to a promenade. In current usage, a system of meandering sidewalks within a landscaped area.

Paving

Asphalt
Decorative
Portland Concrete Cement

Pediment

A low-pitched triangular gable on the front of some buildings in the Grecian or Greek Revival style of architecture.³

Pergola

A covered outdoor area similar to an arbor, with a roof that may be projecting from the main structure.

Perspective

The three-dimensional graphic representation of an object as it actually appears, or would seem to appear since distortions are likely in some point of the representation. The most common architectural perspectives are oblique and bird's-eye. Perspective drawings typically use several vanishing points, horizontal

and vertical. Angular perspectives would not employ a vertical vanishing point, and all vertical lines would be parallel.²

Pilaster

A rectangular support which resembles a flat column, and may be free-standing or part of a wall. When part of a wall, the pilaster projects only slightly from the wall, and has a base, a shaft, and a capital. The structural basis would appear to be Ruskin's Theory of Piers, wherein massed masonry supporting masonry curtain sections are stronger than simple walls that use more material.^{2,3}

Pitch

"The amount of slope given to any member, as a roof."² A pitch may be stated as the vertical rise to the horizontal span.

Pointing

The finish in masonry joints.

Pop-outs

In common practice, a part of a wall that has been extended out from the face of the wall so as to either make that part of the wall appear thicker, or to accommodate a feature such as a bay window, oriel window, porch, or room. Pop-outs may be square, rectangular, or circular. Pop-outs can increase three-dimensional features on a plain wall.

Porch

A roofed area at a building entry, that may be enclosed.

Porte-Cochere

A roofed area extending out from a building entry or porch, that allows covered access from vehicles to the building entry. Originally and in Europe, porte-cocheres were doorways from a building's street side façade inward toward courts and/or stables, and had the appearance of large, single-garage-sized doors.²

Portico

"A porch or vestibule roofed and partly open on at least one side," with columns on the sides.²

Potshelf

In common practice, an extended or popped-out portion of an exterior wall below a window, large enough to contain potted plants.

Purline

A horizontal member in a roof that supports rafters.⁴

Quoin

Dressed stones at building corners, most usually seen with alternating sizes.

Railing

"A barrier consisting of a rail and supports." ⁴ See also Balusters.

Rake

Inclination or slope, as in pitch.²

Reeding

"A series of small, similar, convex or beaded mouldings" applied to a surface for decoration."²

Relief

Moldings and three-dimensional ornamentation on the surface of a wall, either shallow low relief (bas relief) or deeper high relief (alto relievo).

Reticulate

"Crossed with a network of lines; decorated on a basis of regularly intersecting lines."²

Return

"A surface turned back from a principal surface, as the side of a pilaster, the jamb of a window or door opening. A return forming an oblique angle is called a splayed return."²

Roofs

Jogs in roof ridgelines

Knee Braces

Materials

Shingles, asphalt

Shingles, cement

Shingles, shake

Tiles, ess-shaped

Tiles, slate

Overhangs (eaves)

Pitch - A sloping portion of a roof, also the rate of inclination of the roof.

Projections

Rafter tails, exposed, on Craftsman style structures

Trellis roofs

Types

(Note: Many houses have multiple building wings and roof surfaces, such as cross gabled roofs, with gables on more than two sides.)

Dormers - Boxed and roofed openings for windows.

Conventional gable or hip
Shed

Double-pitched

A roof with two opposing slopes meeting at a central crown.

Flat

A roof that appears to be flat or nearly flat, with no discernable pitch when viewed from the ground. In modern practice, larger flat roofed buildings often have very shallow pitched sections that afford drainage, but are not seen due to parapets. On houses, especially in the Art Deco, Moderne, or International styles (including the American International style such as P. Johnson's Glass House or the Farnsworth House), the roofs have such a shallow pitch, if any, that they appear to be flat.

Gabled

A double-pitched roof with gable ends.

Gambrel, or Dutch Gambrel

A gabled roof with two slopes on each side, a lower, steeper slope, and an upper, shallower slope.

Hipped

A roof that is pitched downward on all sides from a central crown. A square building with a hipped roof would be said to have a pyramid roof.

Mansard

A roof having two slopes on all sides, traditionally a steeply sloped lower portion, nearly vertical, and a shallowly sloped upper portion, widely used in France, and commonly attributed to architect François Mansart.⁴

Shed

A roof with a single pitch.

Rustication

The cutting of masonry into large blocks separated by pronounced joints to provide texture. In modern practice in the context of houses, this is often seen as jointing applied to stucco, particularly in houses with classic french or romanesque design cues.⁶

Sash

A frame holding window glass.

Sconces

In current practice, a decorative lighting fixture that appears to be a popped-out extension of a wall.

Shutters

A "screen, cover, or similar contrivance to close an opening, especially a window."² Originally moveable, now often fixed open to the exterior wall and merely decorative. For decorative purposes, particular shutter types are commonly associated with American house styles.

Types

Louvered - slatted horizontally to allow light and circulation.

Associated styles: Any traditional, colonial, french, italian

Rolling - fitted with strips in such a way that the entire apparatus can be rolled and unrolled, usually from the top, most common in commercial applications or in regions with hurricanes.

Solid - solid or mostly solid

Associated styles: Craftsman, Mediterranean, Monterey, Ranch, Spanish Colonial or Eclectic

Venetian - louvered, but with slats that can be adjusted in unison,² typically with a vertical bar, now mostly used for interior window treatments

Side Return

The continuation of materials used on a front elevation, around a front-side corner and along a side elevation for a minimum of two feet.

Sidewalks

Monolithic - Sidewalk abutting the street curb.

Parkway - Sidewalk separated from the street by a landscape area.

Siding

Basket Weave

Board and Batten

Lap siding

Cementitious

Corners

Corner Trim

Mitered

Narrow or Broad

Wood

Shingles

Stucco - See stucco.

Sill

“The lowest member of a frame, usually a horizontal, uniting two or more verticals.”²
In practice, usually the bottom part of a window frame.

Sill Course, or Belt Course

An extended course line at or below the window sills.

Single-Family Residence

A detached single-family dwelling unit on a lot containing no other primary residential usage.

Skew Back

In traditional segmental or flat arches, the weight bearing stone at the ends of the arch.² A current application might be a decorative element at the upper sides of window frames over which there is an elliptical arch.

Skew Corbel

A corbel extending further than the element above, typically, when used on both side of gables, a method for support guttering and for visually widening the gable.²

Skylight

A window-like opening in a roof. Current types range from fixed translucent panels to glass panels that can be operated like a window.

Slate

Stone that is used for surfaces, walkway paving, and traditionally, for roofing tiles that were larger than wood shakes.

Snow Board

“A continuous board secured at the foot of a roof slope to serve as a snow guard.”²
For practical purposes, in a warm climate, the application is likely to be above a porch to divert rain water away from a sidewalk.

Soffits

The underside of an architectural element such as an overhang, an exposed finished area under a stairway, or currently most common, the underside of the wall above a window or door that is recessed into the wall.³

Solarium

A glass enclosed room or porch. Also referred to as conservatory, garden room, sunroom.⁶

Stoop

An exterior platform at a building entry, typically with stairs.

Stucco

An exterior plaster with a finish that can be smooth, sand, lace, smooth trowel.

Tenon

A projection from a structural element, that may be fitted into a hole or mortise.

Terra Cotta

Baked but unglazed clay, used typically for roof or floor tiles, but also for decorative moldings.

Terrazzo

Flooring made of small stones or marble chips, finished by smoothing and polishing.

Threshold

A door sill.

Tongued and Grooved

Wood planks with a concave indentation on one edge and a convex extension on the alternate edge, for the purpose of joining planks, usually for flooring.

Topiary

Trimmed landscaped elements, typically shrubs or short, bushy trees, to form decorative shapes.

Torii, or Toran

In Buddhist architecture, gateways with multiple carved lintels joined at the tops of vertical structures, usually of wood or stone, and most often associated with Japanese architecture.²

Transom Bar

The lintel above a door in cases where there is a window above. Rectangular windows are usually referred to as transom windows while semi-circular windows would be fanlights.²

Trellises

Frame- or screen-work, typically wooden and often used to either cover outdoor spaces or to provide privacy.

Turret

A small, slender tower, typically decorative in modern practice

Veneer

A thin, ornamental facing material.

Veranda, or Verandah

From Hindi, a roofed open gallery or portico, often extending along much or all of an entire building façade ⁴.

Vergeboards - See bargeboards.

Wainscot

A relatively more decorative facing of an exterior wall below the window sill line, called a Dado on interior walls.

Wall Cap - See cap.

Wall openings

Arched openings
Recessed openings

Windows

Glazed wall or door openings.

Types

Bay Window

A window extending out, at angles, from the exterior wall, with the window structure beginning at ground level, and roofed by either an extension of the main roof or by its own roof. See also Bow and Oriel Windows.

Bow Window

A bay window extended out in a curved, convex manner.²

Casement

A hinged window allowing opening, often like a door.

Clerestory

A window, often small, placed in the extreme upper portions of walls.

Oriel Window

"An oriel window projects from the wall and does not extend to the ground. Oriel windows originated as a form of porch. They are often supported by brackets or corbels."³

Palladian Window

"A window with three openings, the central one arched and wider than the others," from the late Neoclassic Italian architectural style of Andrea Palladio that concentrated on form.²

Associated Features

Boxes, window
Deep set
Grouped windows

Inset windows

Low plate lines and profiles at boundary edges

Multiple-light windows (i.e., window panes)

Muntined

Panes - Divided window panes varying by style of house

Pop-outs or lintels

Shutters

Soffits

Small high windows rather than blank walls

Wing Wall - A full- or partial-height, building wall projection, typically at building corners for decoration in Mediterranean, Pueblo, Santa Barbara, and Spanish styles
- not fence-like walls.

REFERENCES

1. [http:// architecture. about. com /library/bl-htm](http://architecture.about.com/library/bl-... .htm) (May, 2005)
2. Sturgis' Illustrated Dictionary of Architecture and Building, 1901-2 Ed.
3. <http:// architecture. about. com /library/blgloss-htm> (May, 2005)
4. Webster's New Collegiate Dictionary
5. <http:// www. webref. org / architecture.htm> (May, 2005)
6. http:// tms.ecol.net / realestate / gloss_ar.htm (May, 2005)

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~~Appendix C General Plan~~

Policies

Appendix D

~~City Council Resolution No. 3697 (Fencing)~~

Appendix E C

**City of Hemet
Approved Street Tree List**

Note: The Public Works Department should be consulted to confirm usage of the latest approved List.

44/10103

Appendix 3 Tree List – to be provided by the PW Department

Attachment 3



**CITY OF HEMET
Hemet, California**

**PLANNING COMMISSION
RESOLUTION NO. 16-012**

A RESOLUTION OF THE PLANNING COMMISSION OF THE CITY OF HEMET, CALIFORNIA, RECOMMENDING THAT THE CITY COUNCIL ADOPT ZONING ORDINANCE AMENDMENT NO. 15-009, AMENDING ARTICLE XI (SINGLE FAMILY RESIDENTIAL ZONES) AND OTHER ASSOCIATED SECTIONS OF CHAPTER 90 (ZONING ORDINANCE) OF THE HEMET MUNICIPAL CODE TO UPDATE AND REFINE THE DEVELOPMENT CODE STANDARDS AND REGULATIONS FOR SINGLE FAMILY RESIDENTIAL USES.

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

WHEREAS, on July 22, 2016, the City gave public notice by publishing notice in the Press Enterprise newspaper of the holding of a public hearing at which the amendment to the City's zoning ordinance would be considered; and

WHEREAS, on August 2, 2016, the Planning Commission held the noticed public hearing at which interested persons had an opportunity to testify in support of, or opposition to, the proposed amendment to the City's zoning ordinance and at which the Planning Commission considered the proposed amendment to the City's zoning ordinance; and

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

WHEREAS, attached as Exhibit "A" is the proposed Ordinance Bill No. 16-062; and

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

1 **SECTION 1: ENVIRONMENTAL FINDINGS**

2
3 The Planning Commission, in light of the whole record before it, including but not limited
4 to, the City's Local CEQA Guidelines and Thresholds of Significance, the direction of
5 the Planning Commission at its meeting on August 2, 2016 and documents incorporated
6 therein by reference, and any other evidence (within the meaning of Public Resources
7 Code Sections 21080(e) and 21082.2) within the record or provided at the public
8 hearing of this matter, hereby finds and determines as follows:
9

- 10 1. **CEQA:** The City has analyzed this proposed project and has determined that it is
11 exempt from the California Environmental Quality Act ("CEQA") under section
12 15061(b)(3) of the CEQA Guidelines which provides that CEQA only applies to
13 projects that have the potential for causing a significant effect on the
14 environment. The amendments proposed by this Ordinance do not relate to any
15 physical project and will not result in any physical change to the environment.
16 Therefore, it can be seen with certainty that there is no possibility that this
17 Ordinance may have a significant adverse effect on the environment, and
18 therefore the adoption of this Ordinance is exempt from CEQA pursuant to
19 Section 15061(b)(3) of the CEQA Guidelines.
20

21 **SECTION 2: ZONING ORDINANCE AMENDMENT FINDINGS**

22
23 Pursuant to Hemet Municipal Code Section 90-41.5(a), the Planning Commission
24 makes the following findings with respect to this zoning ordinance amendment:
25

- 26 1. *The zoning ordinance amendment is in conformance with the latest adopted*
27 *general plan for the City.*
28

29 The zoning ordinance amendment is in conformance with the latest adopted
30 general plan for the City because its primary purpose is to provide consistency
31 between the zoning ordinance and the General Plan on single family residential
32 land uses. It implements General Plan Implementation Programs LU-P-2
33 (Comprehensive Update to the Zoning Code) to ensure consistency and best
34 practices within the City's zoning code for the benefit of the public and LU-P-1
35 (Consistency Zoning) to enable consistency between the General Plan and
36 zoning land use maps. Additionally, ZOA15-009 conforms with Goal LU-1 of the
37 Hemet General Plan to achieve a balanced and sustainable pattern of land uses,
38 community services, and amenities that provide for the needs of the City's
39 residents and businesses and enhance the overall quality of life in the
40 community.
41

- 42 2. *The zoning ordinance amendment will protect the public health, safety and*
43 *welfare.*
44

45 The zoning ordinance amendment protects the public health, safety and welfare
46 by establishing and updating zoning requirements that protect and strengthen

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residential neighborhoods by avoiding land use conflicts and providing for compatible development.

SECTION 3: PLANNING COMMISSION ACTIONS

The Planning Commission hereby takes the following actions:

1. The Planning Commission approves Resolution Bill No. 16-013 recommending that the City Council adopt the proposed Ordinance which is attached hereto and incorporated herein by reference as Exhibit "A."

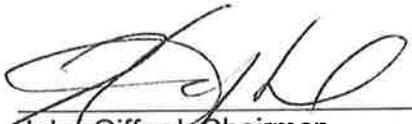
PASSED, APPROVED AND ADOPTED this 2nd day of August, 2016, by the following vote:

AYES: Chairman John Gifford, Commissioners Vince Overmyer, Tami Wilhelm
And Greg Vasquez

NOES: None

ABSTAIN: None

ABSENT: Michael Perciful



John Gifford, Chairman
Hemet Planning Commission

ATTEST:



Gabriela Hernandez, Records Secretary
Hemet Planning Commission



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: September 13, 2016

RE: Establishment of Other Post-Employment Benefits (OPEB) Trust and Funding Policy

RECOMMENDATION:

It is recommended that the City Council:

1. Direct the Deputy City Manager/Administrative Services (DCM/AS) to begin the process for establishing an OPEB trust;
2. Select a trust administrator and investment strategy; and
3. Determine a funding strategy for the OPEB trust and direct the DCM/AS to prepare a funding policy for Council adoption.

BACKGROUND:

In 1998, the City of Hemet made the decision to discontinue offering an employer-paid retiree medical program to new employees. This change followed the 1990 decision to reduce retiree medical benefits from their previous levels, in an effort to reduce the increasing cost of other post-employment benefits (OPEB). Additionally, in 2015, the City Council passed Resolution No. 4642 terminating the highest costing medical plans. While these significant decisions did much to reduce the future cost of OPEB for the City, the actual cost of benefits has steadily increased.

On June 26, 2016, a work-study was presented to discuss the establishment of an other post-employment benefit (OPEB) trust for the purpose of setting aside funds for the future payment of retiree medical obligations. The discussion included the current status of the City of Hemet's retiree medical program, the "pay-as-you-go" funding practice, and the unfunded liability amount through the sunset of the program.

An OPEB trust is an irrevocable account established for the purpose of saving and paying for OPEB liabilities. A separate account is created through an administrator in which the funds are invested according to a menu of strategies, achieving higher earnings than seen with the City's operating accounts.

The benefit of an OPEB trust is that, through regular funding, it is possible to pay the full future cost of OPEB directly from the trust, greatly reducing the ongoing impact to the City's operating funds. As the City of Hemet's retiree medical program no longer allows participation by new employees, it is anticipated the plan will reach its end-of-life in the next 40 to 50 years.

Additionally, beginning with fiscal year 2016-17, GASB Statement 74 will require the unfunded liability for OPEB to be included in the Statement of Net Position within the City's annual financial statements. With a pay-as-you-go system a much higher actuarial liability is assumed and, when added to the unfunded liability for employee pensions, creates a negative net position of over \$100 million as presented on the City's financial statements.

As a part of the work-study presentation was the recommendation that the City Council consider an ongoing funding policy with the establishment of an OPEB trust. A funding strategy will ensure that the OPEB trust receives at least minimal deposits each fiscal year in an effort to build toward fully funding of the remaining liability through the life of the program. Full funding of the OPEB liability in the future will eliminate the need to use ongoing operating resources to pay annual retiree medical costs.

FISCAL IMPACT:

Savings from the establishment and regular funding of an OPEB trust are anticipated to be millions of dollars. Required semi-annual actuarial valuation reports will provide a benchmark for progress toward eliminating the unfunded liability for the City of Hemet's retiree medical program.

Respectfully submitted,



Jessica A. Hurst
Deputy City Manager/Administrative Services